

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*  
Larry Hawkins, *et al.*,

*Plaintiffs*

v.

MANTECH INTERNATIONAL  
CORPORATION *et al.*,

*Defendants.*

Civil Action No. 15-2105 (ABJ)

**RELATOR PLAINTIFFS' OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS THE  
THIRD AMENDED COMPLAINT**

**I. INTRODUCTION**

Discovery in this case has been effective in revealing that ManTech was a veritable factory of false records, false claims, and illegal conduct during the performance of Contract No. W56HZV-12-C-0127 ("the Contract") in Kuwait. Through its motion to dismiss, ManTech seeks an abrupt cancellation of any further discovery into its performance of the Contract and its treatment of its mechanic employees. The Court should decline ManTech's invitation by denying the motion.

Four categorical flaws undermine ManTech's motion to dismiss the Third Amended Complaint ("TAC"). First, the Court has already granted Relators permission to proceed and take discovery with respect to Counts 1 and 4.<sup>1</sup> In fact, the request to revive Count V and add Counts VI and VII are based on the evidence discovered in pursuit of Counts 1 and IV.

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<sup>1</sup> Fed. R. Civ. P. 12 (g) (2) states "a party that makes a motion under this rule must not make another motion under this rule raising a defense or objection that was available to the party but omitted from its earlier motion." *See Nichols v. Vilsack*, 183 F.Supp.3d 39, 42 (D. D.C. 2016) ("That Plaintiff has filed an amended complaint does not excuse Defendant's waiver of a previously available defense." *See* 5C Charles Alan Wright & Arthur R. Miller, FEDERAL PRACTICE & PROCEDURE § 1388 (3d ed.) ("The filing of an amended complaint will not revive the right to present by motion defenses that were available but were not asserted in timely fashion

Second, most of ManTech's attacks upon the TAC are based on its naked assertion of alternative facts. For example, ManTech asserts that Count 1 should be dismissed because, as a matter of fact, Relators have conflated different categories of labor reporting. ManTech Memorandum in Support of the Motion to Dismiss ("MMD") at 11. Similarly, in attacking Relators' trafficking allegations, ManTech boldly asserts alternative facts, *i.e.*, a parallel universe wherein ManTech's behaviors are commendable "attempts to comply with formalistic requirements of Kuwaiti law." MMD at 20. ManTech's presentation of alternative facts is coupled with citations to a book by former U.S. Army officer John M. Persons, *Navigating the Kuwaiti Sponsorship System: A How-to Guide for US Government Contractors*, 55 Procurement Law. 12 (Spring 2020) which, ManTech assures the Court, has reliable views on Kuwaiti law. By combining ManTech's alternative facts with Mr. Person's views on Kuwaiti law (as opposed citations to the actual Kuwait Private Sector Labor Law, TAC ¶¶ 160-166, 269-271), ManTech urges the Court to feel empowered to dismiss the TVPRA claims because everything ManTech did was perfectly legal. However, this case not yet at a stage of litigation where the Court can choose between alternative recitations of fact nor rule that ManTech is entitled to a dismissal as a matter of Kuwaiti law. The Court must presume that Relators' facts are true. *De Csepel v. Republic of Hung.*, 714 F.3d 591 (D.C. Cir. 2013).

Third, ManTech expends significant time and attention to condemning Relators for learning additional facts through discovery and using those more specific facts to supplement and enhance the factual allegations in the governing TAC. ManTech is keen on an almost side-by-side comparison of the SAC to the TAC with round criticism directed at Relators for having relied on

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prior to the amendment of the pleading[.]’).” *See also Lederman v. United States*, 131 F.Supp.2d 46, 58 (D.D.C.2001) (A defense available at the time of an initial response to a pleading may not be asserted when the initial pleading is amended).

more salient, more compelling, and more legally impacting allegations in the TAC. Yet, this process is what is anticipated by the Federal Rules of Civil Procedure and the judiciary has long expressed an unwillingness to make side-by-side comparisons between superseded complaints and governing ones. *See American Express Travel Related Servs.*, 813 F.Supp.2d 69 n.1 (D. D.C. 2011) (“Defendants make several inappropriate, and obviously unpersuasive, arguments. First, they continually refer to the [prior complaint. Yet the prior complaint] is, in fact, a nullity, and will not be considered in the Court's analysis[.]”).<sup>2</sup>

Fourth, ManTech advances legal theories in support of its motion that are analytically flawed. Specifically, ManTech’s use of the doctrine derivative sovereign immunity as a weapon in support of a Fed. R. Civ. P. 12 motion is categorically misplaced. Derivative sovereign immunity an affirmative defense that ManTech must plead in its answer and prove by a preponderance of the evidence – a proof that cannot be invoked unless there is finding of liability for ManTech’s illegal acts in Kuwait. In any case, ManTech will fail because the Contract itself includes irrebuttable evidence that ManTech ignored, not followed, the government’s directives *viz.* compliance with Kuwaiti laws. Further, there exists no U.S. contracting officer with the authority to authorize a violation of another country’s laws (or the FCA or TVPRA for that matter). With respect to ManTech’s attempt to dismiss Relators’ money laundering claim, ManTech is wrong. Because the money laundering violation is predicated on the TVPRA, which has extraterritorial effect, the attended money laundering count also has extraterritorial effect.

The TAC, comporting as it does to facts uncovered through discovery, even more persuasively articulates grounds for recovery under the False Claims Act (“FCA”) and Trafficking

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<sup>2</sup> Among other things, this means that the Court cannot consider a document attached to the SAC. *See* MMD 29, 30 n. 26 and 27.

Victims Protection Reauthorization Act (“TVPRA”) including the reinstatement of Count V. ManTech’s motion to dismiss should be denied.

## **II. SUMMARY OF THE TAC**

### **A. Relators Provide Original-Source Information Regarding Their Experiences Working for the KMSF.**

Relators Clinton Sawyer, Randall Hayes, Larry Hawkins, James Locklear, and Kent Nelson are five mechanics who worked at the Kuwait Maintenance and Sustainment Facility (“KMSF”) making repairs to Mine Resistant Ambush Protected (“MRAP”) vehicles. TAC ¶¶ 2-6, 12-16. Relators Sawyer, Hawkins, and Hayes’s worked at the KMSF before ManTech took over the MRAP repair contract being performed there and had the first-hand experience of comparing ManTech’s management to that of the incumbent. TAC ¶¶ 50-55, 203, 217, 226. Relators relied on their own, direct personal experiences in filing the original FCA and TVPRA complaint. Specifically, they experienced abusive management tactics by ManTech which included being forced to engage in conduct that placed Relators at risk of arrest by Kuwaiti law enforcement authorities, TAC ¶¶ 7, 11, 66, 123, 152-154, 168-174, 209-216, 222-224, 234-236, 244-247, 264, 263, 268, 279, 306. Their fear of arrest and harm was exacerbated by the fact that ManTech had confiscated their passports, TAC ¶¶ 7, 199, 206, 213-216, 230, 237, 240, 244, 268, 279. ManTech’s abusive behavior was coupled with oppressive contract terms and constant fear of summary termination – a termination that, given the dislocation of being stationed in Kuwait, would have, and did have disastrous consequences for Relators, TAC ¶¶ 247, 264, 325-334. Moreover, Relators’ complaint described with particularity ManTech’s direct orders (coupled with the threat of summary termination) to create false time records for submission to the United States, TAC ¶¶ 11, 55-65, 72-75. In fact, Relators believed they had been fired precisely because they refused to falsify the timesheets that ManTech submitted to the government, TAC ¶¶ 60-64, 67, 69, 70, 73. Relators also directly experienced being denied the most basic workplace safety

protections including ventilators to protect them from the smoke that was so caustic that it caused them to bleed, TAC ¶¶ 247, 250, 259-266, 273. They experienced a nearly total information blackout by ManTech regarding the legality of their presence in Kuwait TAC ¶¶ 167-174, 178, 207, 208, 222, 232-234, 237, 242, 243, 272. Relators also directly experienced being forced to work on tourist visa which Relators came to learn was illegal, TAC ¶¶ 152, 168-178, 206, 211-213, 222-224, and 239.

**B. The TAC Supplements the Governing Complaint with Allegations Founded Upon Evidence Produced in Discovery.**

In discovery, Relators learned facts that strengthened their case. ManTech was on notice that its entire workforce was operating in Kuwait illegally, TAC ¶¶ 152, 167. Relators discovered that ManTech knew that visa runs were illegal and exposed Relators and their colleagues to arrest and deportation, TAC ¶¶ 173, 214. Cruelly, the prospect of Relator Hawkins being detained by border police was a source of amusement to ManTech managers, TAC ¶ 214. Relators uncovered additional evidence of ManTech's intimidation of its workforce including making a public example of mechanics who refused to break the law by flying to Bahrain and back by summarily firing them, TAC ¶¶ 174. Most importantly, given the request by Relators to reinstate Count IV, "False Claims Act Violations Arising from Misrepresentations on TVPRA Compliance," Relators discovered a systemic effort to mislead the United States and Kuwaiti governments regarding the legality of the mechanics' presence in Kuwait. Specifically, ManTech entered into a contract whereby Millbrook International Services, Ltd. ("Millbrook") was paid to misrepresent to the United States and the Kuwaiti governments that Relators were Millbrook's employees, TAC ¶¶ 176, 180-183, 200. ManTech misrepresented, in writing, that its corps of mechanics would be hired from Millbrook, a Kuwaiti company, TAC ¶¶ 175, 310-316. On December 10, 2012, ManTech knowingly misrepresented to the United States that its mechanics, already in Kuwait, were present

legally yet qualified for an amorphous exemption to the prohibition on workdays exceeding eight hours. TAC ¶¶ 175, 184, 185-202. ManTech knowingly allowed its false claims of compliance with law to be repeated from one branch of the U.S. military to another branch of the U.S. military, TAC ¶¶ 183, 314. Worse, ManTech allowed its intentional misrepresentation of law and fact to be repeated by the United States in written communication to the State of Kuwait. TAC ¶¶ 184, 185, 197, 200, and 315. ManTech also cooperated with Millbrook to facilitate pervasive misrepresentations by Millbrook to the Kuwait Ministry of Social Affairs and Labor (“MOSAL”), TAC ¶¶ 165, 175. Over the objections of its Kuwait-based staff, ManTech forced its employees to sign Arabic-language affidavits (presented by Millbrook) wherein the mechanics falsely certified that Millbrook had provided them all the rights, protections, and privileges owed to them under Kuwait’s laws TAC ¶¶ 198-200. Relators also learned that the reason ManTech forced them to sign blank bank cards for a Kuwaiti bank was to facilitate Millbrook’s deception of MOSAL that Millbrook was regularly paying “its” employees, TAC ¶¶ 188-191. ManTech aggregated withheld reimbursements and per diem payments owed to its employees and, in bulk, wired that money to Millbrook at its bank in the UK so that Millbrook Kuwait could withdraw that money in Kuwait and use those laundered funds to fake salary payments by Millbrook, TAC ¶¶ 191-194. ManTech also unblinkingly acted to deny Relators the pay and benefits due them under both United States and Kuwait laws for their labor, TAC ¶¶ 176-177, 196-198.

1. Count 1, Already Sustained, is Unchanged in its Allegation that ManTech Deliberately Made False Claims Regarding Time Spent Servicing the MRAPS.

ManTech criticizes Relators Sawyer, Hayes, Hawkins, Nelson, and Locklear as “mechanics with no invoicing role[.]” Memo 9. But, this is not a critique, it is a statement of fact. That established, the FCA does not require subject matter expertise to expose materially false claims to the United States. *U.S. ex rel. Ervin v. Hamilton Securities Group*, 332 F.Supp.2d 1 (D.

D.C. 2003) (the FCA does “not require the complainant to have direct and independent knowledge of everything in his complaint in order to qualify as a relator.”). What Relators know and have pleaded is that ManTech told them to lie about their hours on a contract where ManTech’s pay was based on hours worked. They are in the process of investigating how hours were reported to the government. This investigation is not finished. In pursuing discovery in Count 1, Relators have found evidence that after mechanics reported time to ManTech’s accounting staff, that staff engaged in an “all hands” recharacterization and reclassification of time. Exhibit 01. Depositions will reveal how and why the time reported to the ManTech accounting staff was altered.

With respect to time that Relators reported into the Standard Army Maintenance System Enhanced (“SAMS-E”), Relators have uncovered new evidence of the materiality of such SAMS-E time entries. Materiality was initially established through reference, made in the Second Amended Complaint (“SAC”) and repeated in the TAC, of how important the SAMS-E data was to the Department of Defense. TAC, ¶¶ 86-90. ManTech having produced the executed, governing contract documents in this action, Exhibit 02, Relators can now report to the Court that accurate SAMS-E time recording was a material component of ManTech’s executed contract with the Army. In fact, the accurate recordation of SAMS-E time data was a condition of payment. Specifically, “Joint Services Performance Work Statement, Contractor Logistics Sustainment and Support Services, W56HZV-12-C-0127,” incorporated by reference into the Contract states:

**Contractor shall assure all activities associated with the repair or other services conducted on the vehicle are documented in SAMS-E at the time of presentation to the Government for vehicle acceptance. No vehicle shall be accepted by the Government without being fully documented in SAMS-E.**<sup>3</sup>

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<sup>3</sup> PSW, p. 49, 5) (c); *See also*, 50 (7)(a): “The QAIP portion of the vehicle packet document shall be the basis for acceptance of the vehicle. A vehicle is considered accepted upon completion of all QAIP document process requirements . . . Contractor shall consolidate all information in the Vehicle Folder, review for completeness, assure all data is loaded in the SAMS-E system, and submit the package to the Government for acceptance.”

The Army appears to have closely monitored the manhours recorded into SAMS-E. Keeping in mind that Relators allege that ManTech tried to force them to misreport labor hours on the SAMS-E timesheets,<sup>4</sup> Relators have now documentary evidence that performance efficiency was such an absolutely material component of the Contract that inefficient mechanics were to be immediately, summarily, and irrevocably banned from the KMSF. After reviewing the SAMS-E manhour data of seven people, including Locklear, Nelson, Hayes, and Sawyer, Kuwait Army JPO Kuwait John Danks wrote:

**The 7 people . . . should be removed due to the lack of productivity on the floor. They are in fact non productive and I no longer want them in the facility. I have scrubbed the data a few times to validate the numbers with the team. I am sure that ManTech has not turned in any fraudulent time cards that would change the numbers and it is in the best interest of both parties to remove them from this program.** (emphasis added).

This statement should be parsed to two parts. First, it is important to recognize that Danks could not even consider the possibility that ManTech had submitted fraudulent timecards – itself a statement that such an offense would be so serious as to be nearly inconceivable, to say nothing of being “material.” If ManTech was, as Relators allege, making fraudulent original data inputs into SAMS-E, any effort by the Army to “scrub the data” would be futile because the Army would have only the originally-corrupted data to sort. Yet, this is precisely what Relators allege. ManTech’s perpetration of an act so serious as for Danks to rule it out explicitly bespeaks the

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<sup>4</sup> TAC ¶ 47: “Depending on ManTech’s needs, ManTech either overreported direct labor hours or underreported direct labor hours by encouraging its employees to mischaracterize direct labor hours as indirect labor hours (and vice versa). On information and belief, ManTech managers altered timesheets that were completed by ManTech employees by either increasing or decreasing direct labor hours with knowledge that they would be reported to the U.S.” TAC ¶48: “in an effort to conceal the inefficiencies of an untrained workforce and to induce the U.S. to exercise the available Contract Options . . . ManTech ordered its mechanics and technicians to falsify their direct labor hours to create the false impression of efficiency in performing direct labor mission-critical tasks.”



materiality of the offense. Second, if performance inefficiency is such a material condition of working on MRAPs at the KMSF that that the offending seven are summarily, immediately, and irrevocably banned from the facility, the Court can infer that if the Army discovered that 1) ManTech had indeed “turned in . . . fraudulent time cards” and 2) did so to conceal systemic, workforce-wide inefficiency, ManTech, *itself*, be banned from the KMSF denied payment accordingly.

ManTech complains that the TAC does not replead information related to the data obtained by Clinton Sawyer. MMD 14. What ManTech ignores is that the scienter that was merely implied by the Sawyer in the SAC has been replaced by scienter-establishing admissions by ManTech. Specifically, ManTech has admitted that its SAMS-E submission were so unreliable, should be concealed, and that ManTech would likely be targeted for litigation if the truth of the SAMS-E time data entries were to be discovered, TAC, ¶¶ 331, 332.

Oddly, ManTech’s Rule 12(b)(6) motion seeks dismissal of Count 1 based on what ManTech claims is its superior knowledge of the facts. In a long narrative, ManTech explains

[T]he term [labor hour] does not refer to specific tasks a particular mechanic performs each day. Instead, the term used in this context denotes units of time that, when multiplied by the negotiated contract hourly rate, produce the dollars invoiced to the Army. . . . Labor, like material, is simply a type of cost that can be either direct or indirect, depending on whether it can be identified with just one contract (direct labor) or to more than one contract (indirect labor). . . . Here, relators only worked on one contract . . . so every hour they worked was considered a direct cost under the Contract. MMD 11.

This attempted testimony is irrelevant to the question of whether Relators’ TAC is sufficiently well-pleaded to put ManTech on notice of claims related to the misreporting of time. *United States v. CWS Mktg. Grp.*, (D. D.C. 2021) (“The purposes of 9(b) as read in conjunction with Rule 8 are to ensure that the complaint is specific enough to allow defendants to prepare their defense[.]”); *Nat’l Black Chamber of Commerce v. Busby*, (D. D.C. 2011) (“giving the defendant

fair notice of the claim” is the crux of a civil complaint). *See also United States ex rel. Fadlalla v. DynCorp Int'l LLC*, 402 F. Supp. 3d 162, 186 (D. Md. 2019) (“[a] court should hesitate to dismiss a complaint . . . if the court is satisfied (1) that the defendant has been made aware of the particular circumstances for which she will have to prepare a defense at trial, and (2) [there exists] substantial prediscovery evidence of those facts.”).

That ManTech knows more than the five mechanics who brought this case about the various types of time reporting that are made to the government can hardly come as a surprise. However, with the personal experience of being directed to lie about the reporting of the time spent servicing Army vehicles, Relators are in the midst of discovery and will have the opportunity to depose ManTech and its former employees about such different categories of time, how ManTech’s back office might have altered the time as reported by the mechanics (Exhibit 01), how ManTech reconciled the various venues for reporting time, and the importance of accurate time recording on contract worth billions of dollars and billed on the basis of manhours. Following these processes, ManTech will have an opportunity to take advantage of its superior knowledge (if it will still exists) to file a motion for summary judgment. However, this type of fact-based challenge to Relators’ complaint is not permitted under Rule 12. At this stage of the litigation, the Court should turn a deaf ear to ManTech’s assertion of superior knowledge especially where ManTech has obstructed Relators’ fact-finding efforts.<sup>5</sup>

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<sup>5</sup> ManTech has hamstrung Relators’ efforts to discover the relationship between the different types of manhour data collection and how false time reporting might impact the government’s willingness to pay an invoice. In its Answer to the SAC (Doc.52), ManTech violated Rule 8 by claiming, 88-times, that it was “not required to respond” to allegations, including those made in dismissed Count 2. The Rules provide no such liberty. *Lane v. Page*, 272 F.R.D. 581, 602-604 (D.N.M. 2011). ManTech pleaded 175-times that a referenced document “speaks for itself,” another improper assertion under Rule 8. *Id.*; *State Farm Mut. Auto. Co. v. Riley*, 199 F.R.D. 276 (N.D.Ill. 2001). ManTech’s Answer also demurred 43-times with the boilerplate response that it “lack[ed] knowledge and information sufficient” form a belief as to the truth of Relators

2. Count 4, Already Sustained, is Enhanced with Additional Facts Regarding ManTech's Corrupt Relationship with Millbrook and its Mill of False Claims and False Records.

ManTech does not address the enhanced allegations of Count IV, “Violations of the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. §1581, *et seq.*” To do so would only draw attention to the astonishing new evidence of how ManTech knowingly abused Kuwait’s immigration and labor laws, had the mechanics work illegally on mere tourist visas, deliberately sent its employees into harm’s way by having them exit and reenter Kuwait in the same day, punished those who did not take illegal “turn and burn” flights to Bahrain and back, confiscated the mechanics’ passports, refused to take the steps needed to safeguard the health and well-being of Relators and their colleagues at the KMSF, and orchestrated a veritable factory of false records to fool the United States into thinking that ManTech was in compliance with the TVPRA when, in fact, it was flagrantly violating it.

Rather than address the sufficiency of the facts that have been pleaded, ManTech offers up its own facts – “alternative facts” as the phrase has been minted in recent years – to urge the Court to halt further discovery into its TVPRA violations through a dismissal of Count IV. ManTech’s presentation of alternative facts is coupled with an admonition that the Court read a book by a man named John M. Persons, a former U.S. Army officer, who ManTech assures the Court has very

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allegations. This assertion came after seven years notice that ManTech would likely be sued on SAMS-E time reporting accuracy (TAC at ¶332), and two-and-a-half years of advanced notice of Relators FCA/TVPRA claims. Doc. 15, September 12, 2017 Order Unsealing Relators’ Complaint. ManTech’s claim of lack of information was untrue. ManTech had an enormous cache of information it could tap to Answer the SAC. Relators have also been hamstrung by ManTech’s spoliation of evidence of its SAMS-E fraud. More than a year after Relators served document requests that called for ManTech to produce the SAMS-E timesheets that would be the evidence of the time reporting fraud, ManTech states that it does not have them. Presumably, the timesheets have been destroyed. This is despite the fact that ManTech knew it was likely to be sued over its SAMS-E data entries. *Compare* MMD, ManTech Exhibit 1, shamelessly relying on single, blank, SAMS-E *produced by Relators* as evidence in support of its motion to dismiss.

reliable views about Kuwait's laws. Dispensing with Relators' citations to Kuwait's actual laws, TAC ¶¶ 160-166, 269-271, the requirement of qualifying an expert in Kuwaiti law per *Daubert*, cancelling the need for an expert witness report, obviating the need for expert witness depositions, and avoiding the need for such an expert to appear at trial, ManTech bravely asserts that despite Relators' allegations to the contrary, everything it did was perfectly legal. Apparently without the slightest bit of embarrassment, ManTech writes, "once the foundation underlying [R]elators' theory of liability is removed, [R]elators' allegations that ManTech conspired with its Kuwaiti sponsor, Millbrook, to violate Kuwait law fall away as simply implausible." MMD 20. Through adopting ManTech's view of reality and Mr. Person's views on Kuwaiti law, the corrupt contract between ManTech and Millbrook would, as if by magic, be "revealed to be a standard subcontract to engage Millbrook as ManTech's sponsor" MMD 20; Millbrook's lie to MOSAL that ManTech's employees were really Millbrook's own employees, becomes, again as if by magic, "attempts to comply with formalistic requirements of the Kuwait Government," *Id.* Similarly, shuffling of cash from the United States to London, then to Kuwait for the purpose of faking salary deposits, becomes "acts of compliance with Kuwaiti law." *Id.*

ManTech, without any citation to Kuwait's actual laws, repeatedly, misleadingly, and euphemistically uses of the word "sponsor" and "sponsorship" to describe the role of Millbrook. In paperwork submitted to MOSAL, Millbrook might have been listed as the KMSF mechanics' "sponsor" for the issuance of Resident Visas (Visa 18s). However, this sponsorship is founded upon a lie, *i.e.*, that Millbrook was the mechanics' employer. Not only was this assertion not true as a matter of fact (during none of the 72-hours per week that the mechanics worked in the smokey KMSF, not a single second was spent working for Millbrook) but it would have been illegal, under the applicable NISPOM regulations, for the mechanics to be employed by this Kuwait-registered

company.<sup>6</sup>

ManTech seeks a pass from this Court for misrepresenting its qualification for payment on the Contract because Relators Sawyer, Hayes, Nelson, Locklear, and Hawkins have not pointed to a particular line item on an invoice that constitutes a misrepresentation that ManTech has not been engaged in human trafficking. This legal defense ignores that ManTech had affirmative obligations to report TVPRA violations, Opp. Memorandum at 15, *supra* (an obligation that includes, quite obviously, its own TVPRA violations) and an institutional lack of appreciation for the “zero-tolerance” that has been repeatedly expressed toward government contractors who are engaged in human trafficking. Put simply, ManTech was not eligible for payment by the Army – not because it made an inaccurate representation on an invoice line item but because, *in toto*, it was barred from being paid at all because of its trafficking activities. *See United States ex rel. Landis v. Tailwind Sports Corp.*, 234 F.Supp.3d 180 n.12 (D. D.C. 2017) (“products or services supplied to the government can . . . be so tainted by fraud or illegal conduct as to render them worthless as a matter of law.” *United States ex rel. Wall v. Circle C Const., LLC*, 813 F.3d 616, 618 (6th Cir. 2016) (explicitly anticipating the circumstance where “some unalterable moral taint makes the [services] worthless to the government [such as] a contractor delivers uniforms manufactured by child laborers in Indonesia or silicon chips shipped from Iran. In those cases no award of money damages

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<sup>6</sup> The Contract states, “The vendor will comply with all of the security requirements of DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).” Exhibit 05, ManTech-00052837. NISPOM barred ManTech from placing its workforce under foreign influence or control. Specifically, DoD 5220.22-M, makes clear that “A U.S. company is considered under foreign ownership, control or influence (“FOCI”) whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable . . . by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company in a manner which . . . may adversely affect the performance of classified contracts. . . .” Certainly, representing to a foreign government that ManTech’s entire 200+ workforce of mechanics is controlled, as an employer, by a Kuwaiti company would violate the NISPOM regulations.

could remedy the contractor's breach.”).

Moreover, ManTech deliberately manipulated more than 200 mechanics into a situation wherein they were not protected by any country’s laws TAC ¶¶ 154, 198, 275, 278. Relators were not covered by the McNamara-O’Hara Service Contract Act, 41 U.S.C. §§ 6701 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 202 *et seq.*; or the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.* because they were working in Kuwait. However, Relators were not covered by the protections of Kuwaiti Private Sector Labor Law or any of Kuwait’s workplace safety laws because, during the time they were working on tourist visas, their very presence in Kuwait was illegal. What mechanic, afraid of being arrested, jailed, incarcerated, and deported by Kuwait law enforcement authorities, will report their own illegal presence to Kuwait’s law enforcers? The answer is “none.” Relators and their colleagues were such unwitting participants in a fraud perpetrated in a foreign country that they could easily be, and were, manipulated into surrendering any legal rights they might have had. It is a touchstone of international human rights law that persons should be entitled the protections of *some* country’s laws.<sup>7</sup> TAC ¶¶ 154, 278. Relators could count on none and were pitted against their employer in a lawless environment.

3. Count 5, Which Relators Seek to Have Revived, Makes Particularized Allegations Regarding ManTech’s Sustained and Intentional Misrepresentations to the United States Regarding a Material Condition of the Contract.

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<sup>7</sup> See Universal Declaration of Human Rights, Article 7: “All are equal before the law and are entitled without any discrimination to equal protection of the law.” Article 8, “Everyone has the right to an effective remedy by the competent national tribunals for acts violating the fundamental rights granted him by the constitution or by law.” Article 9: “No one shall be subjected to arbitrary arrest, detention or exile.” Article 23: “Everyone has the right to work, to free choice of employment, to just and favorable conditions of work and to protection against unemployment.” <https://www.refworld.org/docid/3ae6b3712c.html>

The Contract makes it clear that adherence to anti-trafficking laws is not only a material part of the contract, but that ManTech assumed affirmative obligations to report suspected human trafficking. Specifically, in the ManTech Contract at ManTech-00053016, Exhibit 03, the United States insisted on the following contract clause.

**PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING  
CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS  
AUG/2011**

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

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

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

\* \* \*

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. . . .

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

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

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

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

At ManTech-00053032, the government makes clear that “[c]ontractor employees are

subject to . . . FAR 52.222-50.” That federal acquisition regulation makes clear that

Annually after receiving an award, the Contractor shall submit a certification<sup>8</sup> to the Contracting Officer that (i) it has implemented a compliance plan to prevent any prohibited activities . . . (ii) After having conducted due diligence, either (A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in such activities; or (B) If abuses relating to any of the prohibited activities identified . . . have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

The Contract also makes clear, at ManTech-00053033 that “Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.” In addition, ManTech was obligated to inform the United States “of any information received from any source (including host country enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates [Trafficking in Person] policies . . .” ManTech-00053033.

The enhancement of the allegations in Count IV provides the foundation for the TAC bringing to public view the plethora of false claims and misleading statements made by ManTech to the government in contravention of its affirmative duties to prevent violations of the TVPRA. These misrepresentations are joined with the churning out of hundreds of false records that were created to obfuscate ManTech’s TVPRA and Kuwait law abuses.

For example, on November 26, 2102, ManTech generated a false record, *to wit*, a letter signed by Kevin Craft United States Army Joint Program Office (FWD), Mine Resistance Ambush Protected Vehicles, Kuwait (hereinafter “JPO”) using ManTech letterhead, to the Assistant Undersecretary, Labor Affair at Kuwait’s MOSAL. This letter falsely claims that “under subcontract #GSSV02014 issued by ManTech to Millbrook on 21 November 2011, Millbrook is

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<sup>8</sup> ManTech has not produced the certifications required by FAR 52.222-50. Relators presume that such certifications do not exist because they were not made. Given ManTech’s affirmative obligation to report TRPRA violations and its affirmative obligation to annually certify its TVPRA compliance plan, Relators assert that ManTech is liable for an implied false claim of compliance.



required to provide approximately 250 American Nationals to support subject prime contract thru (sic) 31 December 2013.” As the particularized pleading of Paragraph 175 make clear, the statement was false because all the American nationals working for ManTech at the KMSF in Kuwait were exclusively working as employees for ManTech. By the terms of the Contract that ManTech had signed with the Army, the mechanics could only work for ManTech – they were prohibited from working for foreign nationals. *See* n. 6, *supra*. The purpose of this letter was to mislead the Kuwaiti government and make the Kuwaiti government believe that the mechanics working at the KMSF were the employees of a Kuwaiti company. This letter also falsely claimed that ManTech’s contractual relationship dated to 2011 when, in fact, on November 26, 2012, ManTech was still in negotiations with Millbrook for a “sponsorship” contract (one that, in any case, was illegal as it falsified the ultimate employer of those working at the KMSF). ManTech backdated the proclaimed relationship because its employees had been present, illegally present, in Kuwait for more than a year. TAC ¶ 308. On December 10, 2012, ManTech sent a letter to the Department of the Army, United States Contracting Command (Warren) that contained false claims and constituted a false record. Contracting Command had asked a specific question regarding whether ManTech was complying with Kuwait’s labor law. ManTech responded with false statements of fact and false statements of law. These false statements were made to conceal the fact that ManTech was abusing Kuwait’s immigration and labor laws. TAC ¶¶ 177, 309. On December 20, 2012, ManTech generated a false record, *to wit* a letter written on ManTech letterhead and executed by ManTech Subcontracts Manager Kathryn H. Romance, that made the following false statement to the United States Army Host Nations Affairs in Kuwait (“HNA”):

This is to confirm that Millbrook Kuwait, a company registered to conduct business in Kuwait, has been subcontracted by ManTech Telecommunications and Information Systems Corporation to provide labor (AN), in support of referenced prime contract (W56HZV-12-0127), under subcontract CSSV020104 . . .

Millbrook is required to provide approximately 250 American Nationals to support subject prime contract thru (sic) 31 December 2013 and with potential option periods thru (sic) 30 June 2013. Millbrook Kuwait is considered by ManTech as a responsible subcontractor, pursuant to both United States Acquisition Regulations (FAR) and supplements thereto, including Kuwaiti laws.

TAC ¶¶ 181, 310. This statement was flagrantly false because ManTech already directly employed all 250 American Nationals described. Not a single one of them was “provided” by Millbrook.

In its next move, ManTech attempts to blame the United States in a “it made me do it” defense invoking sovereign immunity. Citing *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig.*, 928 F.3d 42, 69 (D.C. Cir. 2019), ManTech claims that because “the Army was unequivocal that ‘ManTech shall have personnel identified . . . in places by dates show within this Attachment’” then all the harms that befell the mechanics were authorized by the United States and, thus, ManTech can enjoy the umbrella of sovereign immunity. ManTech explains, “When the Army authorized and commanded ManTech to rapidly staff and employ mechanics and technicians at the KMSF, it did so without regard to whether the individuals had Visa 18s or documents Kuwait purportedly required.” MMD 31. First, this assertion is simply incorrect. The very language of ManTech’s contract made clear that “Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and requirements for visas and work permits.” Exhibit 03; ManTech-00053016. If that was not clear enough for ManTech, the contract repeated the admonition but in a broader application when it stated, “Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.” Exhibit 03 ManTech-00053033. The insistence of the Army that ManTech comply with Kuwait’s laws was not a throw-away, boilerplate line-item in the Contract. The Army actively checked ManTech’s compliance and ManTech actively lied to and mislead the Army about its Kuwait law compliance. Specifically, as alleged at TAC ¶¶ 176, “On December 3, 2012, Contracting Officer Loretta Bursey, Department

of the Army, U.S. Contracting Command – Warren wrote to Kristy Leavitt, Contracts Senior Manager for ManTech. Referencing Contract W56HZV-12-C-0127 and ManTech’s pledge to schedule its employees ten hours a day, seven days a week, Contracting Officer Bursey asked, “[C]an you please detail how ManTech is complying with the Kuwait Labor Law? Based on the 2010 law, and with limited exceptions, the Kuwait Labor Law requires an individual to work an eight-hour day, six days a week.” As the TAC alleges, this question set off a flurry of activity in ManTech’s senior management leading to a false claim of Kuwait law compliance that was made on December 10, 2012, TAC ¶¶ 177. Given that the Army’s instruction was the opposite of what ManTech has represented to the Court, the sovereign immunity analysis comes to an end. “Said another way, a government contractor that violates both federal law and the government’s explicit instructions loses the shield of derivative immunity and is subject to suit by those adversely affected by the contractor’s violations.” *U.S. Office of Pers. Mgmt. Data Sec. Breach Litig. v. Office of Pers. Mgmt.*, 928 F.3d 42, 69 (D.C. Cir. 2019).

Even were ManTech to have presented evidence that representatives of the United States had explicitly instructed ManTech to violate Kuwait’s laws and to take actions that violated the TVPRA, the derivative sovereign immunity doctrine would still not apply. In *Najim v. CACI Premier Tech., Inc.*, 368 F. Supp. 3d 935, 970 (E.D. Va. 2019), CACI, a government contractor responsible for interrogation services at Abu Ghraib prison and other facilities in Iraq, claimed it was shielded under *Yearsley v. W.A. Ross Const. Co.*, 309 U.S. 18 (194) derivative sovereign immunity doctrine from the suit alleging claims for injuries suffered during interrogations due to violations of *jus cogens* norms. The court rejected Defendant’s assertion of derivative sovereign immunity. It explained:

[D]erivative immunity is not guaranteed to government contractors and is not awarded to government contractors who violate the law or the contract. . . . To the

extent that plaintiffs have alleged that [Defendant] conspired with and aided and abetted military personnel in committing acts of torture, [Defendant] would not have acted in accordance with the U.S. Code and international regulations. When a contractor breaches the terms of its contract with the government or violates the law, sovereign immunity will not protect it.”

At the risk of beating a dead horse, even if ManTech could prove that it was following explicit instructions of authorized U.S. representatives and it could prove that those authorizations did not otherwise violate the law, ManTech has not presented sufficient evidence for the Court to find, on the facts at hand, that the doctrine of derivative sovereign immunity bars Relators TVPA claims. *Scott v. J.P. Morgan Chase & Co.*, 296 F.Supp.3d 98, 108 (D. D.C. 2017) (“Construing the allegations and documents in the light most favorable to Plaintiffs, as the court must, the court concludes Plaintiffs have advanced plausible claims that are not defeated, on the present limited record, by Defendant's assertion of derivative sovereign immunity.” *Metzger v. KBR, Inc. (In re KBR, Inc.)*, 744 F.3d 326, 345 (4th Cir. 2014) (remanding because “[a]t this point in the litigation, the record does not contain enough evidence[.]”). The doctrine of derivative sovereign immunity is an affirmative defense that must pleaded in ManTech’s Answer and proven by a preponderance of the evidence. This defense must presume, as its predicate, that ManTech has indeed engaged in and is liable for the illegal acts and misconduct that are complained of in the TAC.

4. Count 6, Which Relates Back to the Originally Filed TVPRA Claims, Seeks Consequence for ManTech’s Now Exposed Money Laundering Scheme.

ManTech engaged in financial transactions to facilitate Millbrook’s fake salary payments by Millbrook to “its” employees. This was a ruse to further ManTech’s TVPRA violations as it abused Kuwaiti law through fooling the Kuwaiti government into thinking that ManTech’s employees were *bona fide* employees of a Kuwaiti company in compliance with KPSLL, TAC ¶¶ 187-194, 313. Now that ManTech is confronted with the possibility that such laundering of its money in and out of Millbrook are themselves illegal and grounds for civil liability, ManTech asks this Court to shield them from the consequences of its illegal acts. However, ManTech’s citation

of *RJR Nabisco, Inc. v. Eur. Cmty.*, 579 U.S. 325 (2016) is inapposite for reasons articulated less than two weeks prior to the filing of this brief in *Mallay v. United States* (E.D. N.Y. 2021) (December 9, 2021) (Exhibit 04). As the United States District Court for the Eastern District of New York explained:

RICO defines the term “racketeering activity” to mean any of the dozens of state and federal offenses which are listed in 18 U.S.C. § 1961(1) [which includes trafficking in persons]. . . . These offenses are known as “predicates” or “predicate offenses,” though they are generally referred to as “racketeering acts” in indictments. . . . In *RJR Nabisco*, the Supreme Court held that “§ 1962 applies to foreign racketeering activity - **but only to the extent that the predicates alleged in a particular case themselves apply extraterritorially.**” *RJR Nabisco*, 579 U.S. at 339. In other words, “[a] violation of § 1962 may be based on a pattern of racketeering that includes predicate offenses committed abroad, **provided that each of those offenses violates a predicate statute that is itself extraterritorial.**” *Id.* (emphasis added).

*Mallay v. United States* (E.D. N.Y. 2021) at 18. The TVPRA has extraterritorial effect.

Explained the United States District Court for the District of Maryland, in *United States ex rel. Fadlalla v. DynCorp Int'l LLC*, 402 F.Supp.3d 162, 199 (D. Md. 2019):

[P]ursuant to 18 U.S.C. § 3271(a), Defendants, as government contractors, may be held liable for [TVPRA] offenses committed abroad. In the 2006 reauthorization of the TVPRA, Congress found that “[t]he involvement of employees and contractors of the United States Government...in trafficking in persons, facilitating the trafficking in persons, or exploiting the victims of trafficking in persons is inconsistent with United States laws and policies and undermines the credibility and mission of United States Government programs in post-conflict regions. . . . Consistent with this finding, Congress expanded the TVPRA's extraterritorial reach by enacting § 3271 which reads: “Whoever, while employed by...the Federal Government outside the United States, engages in conduct outside the United States that would constitute an offense under chapter 77...of this title if the conduct had been engaged in within the United States or within the special maritime and territorial jurisdiction of the United States shall be punished as provided for that offense.” 18 U.S.C. § 3271(a). The phrase “employed by the Federal Government outside the United States” expressly includes anyone employed “as a Federal contractor...or as an employee of a Federal contractor” who is “present outside of the United States in connection with such employment” and is “not a national of or ordinarily resident in the host nation.” 18 U.S.C. § 3272(1).

As ManTech “was a government contractor[], present outside of the United States in connection with performance of Contract[]1 . . . and w[as] not a national of Kuwait . . . [t]he

misconduct, as pleaded, occurred outside the United States, and the documentary servitude provision, § 1592, is a Chapter 77 offense, Thus, pursuant to § 3271, § 1592 applies extra-territorially to Defendants.” *Fadlalla, supra*.

The money laundering scheme, which though part and parcel to ManTech’s entire corrupt relationship with Millbrook, has been concealed until the civil discovery revealed it in this case. “Under the fraudulent concealment doctrine, where a plaintiff has been injured by fraud and remains in ignorance of it...the bar of the statute does not begin to run until the fraud is discovered . . . This equitable doctrine is read into every federal statute of limitation,” *Fadlalla, supra* at 194. Moreover, “Whether the statute of limitations bars suit amounts to an affirmative defense that Relators need not rebut in the Amended Complaint. Further, as an affirmative defense, ManTech bears the burden of establishing the dates of violations as relevant to the . . . limitations period.” *Id.*

It is not credible for ManTech to claim that it is surprised by an allegation that its facilitation of fake salary payments by Millbrook could invite legal jeopardy. MMD 36. ManTech’s senior management worried that the relationship with ManTech was “illegal.” TAC ¶ 199. In fact, the entire scheme blessed by ManTech Senior Vice President for Strategy Michael Brogan (to use *per diem* and cost reimbursements already owed to the mechanics as the source of funds to capitalize the bank accounts from which Millbrook would make “its” salary payments) was designed to avoid detection by the United States. TAC ¶¶ 190-194. It is disingenuous for ManTech to assert, as it appears to at MMD 36, that the TAC is the first it has known about its own money laundering.

5. Count 7 Seeks a Remedy for Liability that ManTech Has Already Investigated and Admitted Liability.

On May 30, 2013, Bonita Cromartie, Havie Terrie, Jonathan Bowker, Hayes, Sawyer,

Nelson, and Locklear were told to report to the office of ManTech supervisor John Gaurnieri (“Gaurnieri”). Hayes and the others who were brought into Gaurnieri’s office were fired for cause by ManTech. An internal investigation by ManTech’s Human Resources Department has concluded that the basis for these terminations was unjustified and unfair. Relators Sawyer, Hayes, Nelson, and Locklear seek to ratify the conclusion already reached by ManTech through including “Wrongful Termination” as Count VII to a TAC. TAC ¶¶ 322-331. Count VII is based on ManTech’s admission that the SAMS-E-based grounds for its termination of Bonita Cromartie could not withstand scrutiny – an admission that is not only consistent with Relators’ theory of the case but reflected in Michael Brogan’s blunt assessment of ManTech’s handling of SAMS-E data, *i.e.* using “SAMS-E data [ ]as the metric for making [personnel] decision[s] creates a risk of litigation.” TAC ¶ 332. Of course this claim relates back to the original filed complaint.

### **III. CONCLUSION**

For the foregoing reasons, the Court should deny ManTech’s motion to dismiss the TAC. Moreover, in the Order denying the motion, the Court should instruct ManTech to provide an Answer that comports with the requirements of Fed. R. Civ. P. 8. A draft order is attached.

Respectfully submitted,

/s/ Joseph A. Hennessey  
 Joseph A. Hennessey, Esq.  
 The Law Office of Joseph Hennessey, LLC  
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 Chevy Chase, Maryland 20815  
 Telephone: (301) 351-5614  
 Email: jhennessey@jahlegal.com

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ManTech Telcom & Info Sys Corp  
 PROJECT STATUS REPORT - Issuing  
 LABOR QUALIFICATIONS REPORT

CLIENT: US ARMY TACOM  
 PRIME CONTRACT ID: W56HZV-12-C-0127  
 CONTRACT NUMBER: 27959 (W56HZV-12-C-0127)  
 CONTRACT NAME: MRAP FOV CLSS - Recompete  
 PERFORMANCE PERIOD: 05/31/2012-11/26/2017  
 FUNDED/REV VALUE: 669,592,004.38 / 669,592,004.38  
 CONTRACT SPECIFIC QUALIFICATIONS: Contract Level

OPER UNIT: 455  
 CONTRACT ADM: Leavitt, Kristy J  
 CONTRACT TYPE: Cost Plus  
 RATE TYPE: PROVISIONAL  
 STATUS: 4 - ACTIVE  
 EST TOT VALUE: \*\*\*\*\*

CURRENCY: USD

JOB CATEGORY	REVIEWED	QUALIFICATIONS/ EMPLOYEE NAME	CURRENT PERIOD		YEAR - TO - DATE		TOTAL CONTRACT	
			HOURS		HOURS		HOURS	
		Jernigan, Joshua D	300.00		300.00		418.00	
		Sabb IV, George R	300.00		300.00		396.00	
		Cazeneuve, Bissen	300.00		300.00		770.00	
		Nails, Rodney D	168.00		168.00		168.00	
		Murray, Lindsey	162.00		162.00		162.00	
		Jernigan, Phyllis L	216.00		216.00		216.00	
		Kusk, Herbert R	132.00		132.00		132.00	
		Vavosa, Matthew A	216.00		216.00		216.00	
		Davis, Wayne M	168.00		168.00		168.00	
		Walker, Kevin L	168.00		168.00		168.00	
		Stoute, David W	244.00		244.00		244.00	
		Munt Jr., Roy S	132.00		132.00		132.00	
		Cotterman, Joseph P	280.00		280.00		654.00	
		Brown, Brandon	300.00		300.00		686.00	
		Garrett, Sterling H	152.00		152.00		152.00	
		Phillips, Robert P	160.00		160.00		160.00	
		Fuqua, Tony I	84.00		84.00		84.00	
		Matthews, Eric C	300.00		300.00		686.00	
		Brooks, Lamar	300.00		300.00		652.00	
		Andrews, Mark	84.00		84.00		84.00	
		Ramirez, Abraham E	78.00		78.00		78.00	
		Kiser, Marvis J	78.00		78.00		78.00	
		Pavon, Victor I	300.00		300.00		682.00	
		Castillo, Otto	78.00		78.00		78.00	
		Gamble, Joe	308.00		308.00		606.00	
		Norris, Earnest L	300.00		300.00		602.00	
		Howard, Joshua	300.00		300.00		516.00	
		Washington, David E	0.00		0.00		0.00	
		Chriscoe, Brian S	0.00		0.00		56.00	
		Hunt, Mark	78.00		78.00		78.00	
		Glover, Leonard M	162.00		162.00		162.00	
		Awshalim, Ivan	300.00		300.00		530.00	
		Smith, Lee A	300.00		300.00		610.00	
		Little, Derek D	300.00		300.00		530.00	
		Bates, James L	140.00		140.00		140.00	
		Ferrell, Kenvatta	168.00		168.00		168.00	
		Blaschke, Christopher L	276.00		276.00		364.00	
		O'Guinn, Tavorus T	166.00		166.00		254.00	
		Dietz, Terry	316.00		316.00		532.00	
		Flynn, Cedric L	300.00		300.00		516.00	
		Tinsley, Clinton R	300.00		300.00		514.00	
		Baez, Richard D	308.00		308.00		526.00	
		Croney, Carl R	0.00		0.00		0.00	
		Wolf, Donald	0.00		0.00		98.00	
		Rozsi, John	278.00		278.00		358.00	
		Martin, Rebecca L	300.00		300.00		528.00	
		Fernandez, Exzain D	0.00		0.00		0.00	
		Guzman, Christopher	276.00		276.00		276.00	
		Jimenez, Carlos	106.00		106.00		186.00	

Note: A box beside the name indicates either 1) new employee for this contract starting this month or 2) new labor category for an employee this month.



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OPER UNIT: 455  
 CONTRACT ADM: Leavitt, Kristy J  
 CONTRACT TYPE: Cost Plus  
 RATE TYPE: PROVISIONAL  
 STATUS: 4 - ACTIVE  
 EST TOT VALUE: \*\*\*\*\*

CURRENCY: USD

JOB CATEGORY	REVIEWED	QUALIFICATIONS/ EMPLOYEE NAME	CURRENT PERIOD		YEAR - TO - DATE		TOTAL CONTRACT	
			HOURS		HOURS		HOURS	
		Knoll, Keith	250.00		250.00		258.00	
		✓ Gordo, Frederick B	218.00		218.00		218.00	
		Knowles, Kody M	266.00		266.00		274.00	
		✓ Gonzales, Mark E	258.00		258.00		258.00	
		Thurston, Steven A	266.00		266.00		274.00	
		✓ Brown, Travis	136.00		136.00		136.00	
		✓ Keal, Matt R	266.00		266.00		274.00	
		Marshall, Edward	184.00		184.00		200.00	
		Sarff, Chris M	268.00		268.00		276.00	
		✓ McClucas, Lysander R	204.00		204.00		212.00	
		Ordonez, Felix A	16.00		16.00		16.00	
		✓ Hohensee, Joshua L	88.00		88.00		88.00	
		✓ Crawford Jr., Ronald	190.00		190.00		190.00	
		✓ Rainey, Latitia	190.00		190.00		190.00	
		✓ Gay, Aaron J	190.00		190.00		190.00	
		✓ Brown, Rhonda R	16.00		16.00		16.00	
		✓ Gillum, Robert L	48.00		48.00		48.00	
		✓ Flores, Julian R	258.00		258.00		258.00	
		✓ Davis, Otto	132.00		132.00		132.00	
		✓ Gaillard Sr., Gary L	112.00		112.00		112.00	
		✓ Garfield, Deon T	56.00		56.00		56.00	
		✓ Kosete, Rex	8.00		8.00		8.00	
		✓ Johnson, Ketrick M	336.00		336.00		336.00	
		✓ Valmores, Roy S	194.00		194.00		194.00	
		✓ Thomas, Daniel L	112.00		112.00		112.00	
		✓ Williams, John J	200.00		200.00		200.00	
		✓ Gile, Bryan A	190.00		190.00		190.00	
		✓ Singleton, Taseandria P	0.00		0.00		0.00	
		✓ Hughes, Waylon I	112.00		112.00		112.00	
		✓ Dorgilles, Jean B	190.00		190.00		190.00	
		✓ Hill, Trenton	48.00		48.00		48.00	
		✓ Calderon, Rene	104.00		104.00		104.00	
		✓ Iwekogu, Kingsley A	56.00		56.00		56.00	
		✓ Ellis III, Donald R	112.00		112.00		112.00	
		✓ Brown, Keith	186.00		186.00		186.00	
		✓ McBride, Andrew L	182.00		182.00		182.00	
		✓ Dunn, William I	182.00		182.00		182.00	
		✓ Bradley, Derrick A	182.00		182.00		182.00	
		✓ Stogo, James B	182.00		182.00		182.00	
		✓ Carter, Daniel	182.00		182.00		182.00	
		✓ Jacobson, Thomas E	242.00		242.00		242.00	
		✓ Edwards, Jeremy A	104.00		104.00		104.00	
		✓ Hayes, Brian	112.00		112.00		112.00	
		✓ Vanterry, Joseph	16.00		16.00		16.00	
		✓ Ciccarone, Michael	104.00		104.00		104.00	
		✓ Aguilar, Eric	112.00		112.00		112.00	
		✓ Hartman, Kevin C	16.00		16.00		16.00	
		✓ Samuels, Kevin M	112.00		112.00		112.00	
		✓ Manzo, Allen W	112.00		112.00		112.00	

D5

MS as of 12.28

MS as of 1.4

Disas of start date

MS as of 1.11  
 MS as of 1.11

\* \* \* COMPANY PROPRIETARY \* \* \*

Note: A box beside the name indicates either 1) new employee for this contract starting this month or 2) new labor category for an employee this month.

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JOB CATEGORY	REVIEWED QUALIFICATIONS/ EMPLOYEE NAME	CURRENT PERIOD		YEAR - TO - DATE		TOTAL CONTRACT	
		HOURS		HOURS		HOURS	
D3	Armstrong Jr, Colin M	104.00		104.00		104.00	
	Grove, Kenneth A	52.00		52.00		52.00	
	Cash, Michael	80.00		80.00		80.00	
	Hanson, Edward D	182.00		182.00		182.00	
	Jennings, Timothy	348.00		348.00		348.00	
	Sist, Jamaal	112.00		112.00		112.00	
	Taylor, Darrious D	104.00		104.00		104.00	
	Quinn, Michael t	104.00		104.00		104.00	
	Szydel, John W	118.00		118.00		118.00	
	Blackwell, Darryl M	182.00		182.00		182.00	
	Hooks, Mandel	84.00		84.00		84.00	
	Hammontree, James A	16.00		16.00		16.00	
	Palaski, Bernard	104.00		104.00		104.00	
	White, Shawn	112.00		112.00		112.00	
	Collier, Carolyn	53.00		53.00		53.00	
	Hall, Marcus	48.00		48.00		48.00	
	Saylors, Fountain W	216.00		216.00		216.00	
	Shores, John m	48.00		48.00		48.00	
	Ortiz, Ricardo	81.00		81.00		81.00	
	Henderson, Marcus B	110.00		110.00		110.00	
	Castillo, Jeremy	48.00		48.00		48.00	
	Jones, Steven A	96.00		96.00		96.00	
	Roberts, Kenneth L	53.50		53.50		53.50	
	Reid, Jamie	104.00		104.00		104.00	
	Nunn, Michael	112.00		112.00		112.00	
	Lara, Christopher	72.00		72.00		72.00	
	Cummings, Shannon	51.00		51.00		51.00	
	Willalta, Giovanni A	47.00		47.00		47.00	
D5	Fleming, Antoine S	43.00		43.00		43.00	
	Siglicotti, Joseph M	55.00		55.00		55.00	
	Gonzalez, Benjamin N	43.00		43.00		43.00	
	Marvin, Sedrick L	46.00		46.00		46.00	
	Baggett, Jacob M	54.00		54.00		54.00	
	Chapman, Antwon l	52.00		52.00		52.00	
	Avil, Daniel	54.00		54.00		54.00	
	Betzler, Brian e	54.00		54.00		54.00	
	Sisemore, John	54.00		54.00		54.00	
	Leon, Reyes	63.00		63.00		63.00	
	Bailey, James	53.00		53.00		53.00	
	Harrell, Marcus A	45.00		45.00		45.00	
	Christian, Wayne	39.00		39.00		39.00	
	Koontz, Terrell A	8.00		8.00		8.00	
	Clark, Randall D	52.00		52.00		52.00	
	Gavin, Bobby	8.00		8.00		8.00	
	Bradshaw, Henry A	48.00		48.00		48.00	
	Watts, Melvin	300.00		300.00		300.00	
	Martin, Andrew J	300.00		300.00		300.00	
	Crittendon, Edward D	84.00		84.00		84.00	
	Clark, Dustin	0.00		0.00		0.00	
DM	Supply Supervisor (D						
DN	Supply Clerk (Deploy						

\*\*\* COMPANY PROPRIETARY \*\*\*  
Note: A box beside the name indicates either 1) new employee for this contract starting this month or 2) new labor category for an employee this month.

# **Joint Services Performance Work Statement (PWS)**

## **Contractor Logistics Sustainment and Support (CLSS) Services**

**Mine Resistant Ambush Protected (MRAP), Route Clearance U.S. Special  
Operations Command (SOCOM), and United States Marine Corps (USMC)  
Vehicles**

W56HZV-12-C-0127

Version 6.0

24 April 2013

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## **C.1. MRAP Family of Vehicle (FOV) Contractor Logistics Sustainment and Support (CLSS) Performance Work Statement (PWS)**

### **Overview of the work to be performed**

#### **MRAP**

The contractor's role in the support of the MRAP systems under this contract is to provide initial inspection support and a mechanic work force to plan and perform; vehicle repairs, sustainment maintenance, retrofits, and modifications with associated quality control. Vehicles that cannot be repaired at unit or field level are evacuated to an MRAP RSA. Upon induction, each vehicle receives an initial inspection conducted by the contractor to determine repair tasks, any needed modifications, and parts requirements; this action starts the Repair Cycle Time (RCT). Based on the inspection a Work Order is issued detailing all maintenance tasks required for that vehicle and is assigned to the contractor to perform repairs. The JLI supplies as GFE to the contractor the repair parts and modification kits. The CLSS contractor will conduct repairs as specified on the Work Order. JLI and Government official will conduct a final inspection to validate repairs for acceptance and to confirm compliance to the repair standards of this PWS. Upon acceptance the vehicle will be returned to the owning unit.

In addition to the contractor's roles described above, the contractor may provide training and de-processing.

#### **RCV/SOCOM**

The contractor's role in the support of the RCV/SOCOM systems under this contract is to provide initial inspection, a mechanic work force, and supply support to perform vehicle, subsystem, and component level repairs, field and sustainment maintenance, retrofits, and modifications. Vehicles that cannot be repaired at unit or field level are evacuated to higher echelon maintenance sites such as MSC/Node or TSC/Hub. Upon induction each vehicle receives an initial inspection by the CLSS contractor to determine repair tasks, any needed modifications, and parts requirements; this action starts the Repair Cycle Time. Based on the inspection a Work Order is opened detailing all maintenance and supply tasks required for that vehicle. CLSS contractor will order the parts through the Government supply system (using SAMS-E) or, depending on supply availability, parts shall be supplied by the CLSS contractor. The CLSS contractor will conduct repairs as specified on the Work Order. The CLSS contractor and government officials will conduct a final inspection to validate repairs for acceptance, to confirm compliance to the repair standards of this PWS. Upon acceptance the vehicle will be returned to the owning unit.

The CLSS contractor will provide supply management support for the RCV/SOCOM fleets. For example, the contractor shall provide demand analysis, warehouse operations, collection, reporting, and management of logistics data, redistribution of material to right size the repair parts levels at each of the repair locations.

In addition to the contractor's roles described above, the contractor may provide training, transportation support, and de-processing.

### **C.1.1. Introduction**

#### **C.1.1.1. Supported Vehicles Systems and Equipment**

Support under this PWS differs by Vehicle Model and Organization utilizing the Vehicle. This section identifies the Organizations using the vehicle systems and the systems aligned with those organizations, locations work will be performed, and densities (Paragraph C.1.1.1 and Attachment 1, Appendix J). Services provided under this PWS will be for all Organizations and Vehicles specified in this PWS unless otherwise designated in the paragraph header for specific Organizations only listed in C.1.1.1, e.g. RCV, MRAP, SOCOM, USMC, OGA, or CF or directed by the PCO. Locations the work will be performed are listed in Paragraph C.1.1.2.

**C.1.1.1.1. Route Clearance Vehicle (RCV), Explosive Ordnance Demolition Systems (EOD), Specialized Area Clearance Vehicles, Prophet vehicle, and RCV Special Purpose Equipment**

The Route Clearance Vehicles (RCV), RCV Special Purpose Equipment, and EOD Vehicles are managed by the Product Manager for Assured Mobility Systems (PM AMS) and Specialized Area Clearance Vehicles are managed by PM Close Combat Systems (PM CCS), See Attachment 1, Section J, Paragraph 1. Sustainment for these vehicles and integrated equipment falls under the PM AMS. The Prophet vehicle is managed by PM Intel. Prophet vehicles and integrated equipment will be supported under this PWS and IAW the sustainment support for RCV as defined in this PWS. In addition, Cougar Vehicles operated by EOD Units will be supported IAW sustainment support for RCV as defined in this PWS. For these vehicles and integrated equipment, support required provides both field and sustainment levels of maintenance (see paragraph C.1.8.1 for definitions of maintenance levels) and supply support. The majority of work required is for the rapid assessment and repair of battle damaged equipment and immediate, routine repairs of mechanical failures due to operational damage or system fatigue.

Contractor services will include repair of Government Furnished non-tactical vehicles and material handling equipment (MHE), IAW FAR 52.245-1 (f) (1) (ix) "Maintenance", used in direct support of the mission defined by this PWS (the list of current items is in the GFM list, Attachment 9) and periodic assistance to units in completing routine scheduled inspection, maintenance or servicing of special equipment such as vehicle air conditioning systems (annually) as well as installation of product improvements, equipment modifications, safety modifications, other services, maintenance, supply support, facilities maintenance, transportation support, and fielding support. Standard mechanic services for automotive repairs due to any component failure or equipment malfunction, breakage, fatigue or accident will be performed. This support does not include Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) weapons, non-automotive and protection equipment repair; however, the contractor will be required to accomplish remove and replace for damaged communications equipment. The contractor shall provide all required personnel needed to implement and support the requirements herein (Attachment 2, Section J summarizes service support location labor hours). A broad list of equipment supported is provided in Attachment 1, Section J. Fleet sizes within the Area of Responsibility (AOR, see Paragraph C.1.1.2.2.1) or at specific locations are responsive to Theater mission requirements and will fluctuate. The contractor will be provided advance notice of any shifts in equipment volume or workload due to such overarching changes.

More information on the vehicles, locations of work, and vehicle densities for vehicle systems covered under this area are located the following Attachments:

- Route Clearance Vehicle, Explosive Ordnance Demolition Systems (RCV/EOD), Specialized Area Clearance Vehicles, and RCV Special Purpose Equipment are described at Attachment 1, Section J paragraphs 1.1, 1.3, and 1.2 respectively.
- Locations where work will be performed on these vehicles and equipment are described in Paragraph C.1.1.2; specific sites are identified in Attachment 0011, Section J, Manpower Utilization.
- Route Clearance Vehicle, Explosive Ordnance Demolition Systems (RCV/EOD), Specialized Area Clearance Vehicles, and RCV Special Purpose Equipment densities are shown at Attachment 3, Section J.

**C.1.1.1.2. Mine Resistant Ambush Protected (MRAP) Vehicle System**

The MRAP Vehicle Systems (See Attachment 1, Section J, Paragraph 2) are managed by the Program Manager MRAP. This PWS establishes requirements for services to manage, monitor, and sustain equipment operational readiness of Mine Resistant Ambush Protected (MRAP) vehicles. This PWS also includes contractor services in Battle Damage Assessment Repair (BDAR), maintenance, repairs, upgrades and modifications of MRAP vehicles in addition to the contractor's contract management and reporting requirements.

MRAP support requires skilled mechanic level of work in support of the operations in the Regional Support Activity (RSA), de-processing, and sustainment level equipment maintenance. Sustainment Maintenance includes repairs to major components and assemblies (only where the TM's support the repair and the Federal supply system supports the parts required), chassis and armor weld repairs to hulls and other repairs resulting in the restoration of an end-item to a completely serviceable

condition. Support is also required for battle damage repairs and automotive diagnostics and repairs requiring equipment, tools and skills greater than unit-based repairs. The contractor shall provide sustainment services in the form of Quality Assurance or Quality Control personnel, mechanics, welders, management and administrative staff to maintain a quality maintenance and sustainment program for vehicle systems. Support shall include immediate services for inspection and repair of combat-damaged vehicle systems, standard mechanic services for automotive 'remove and replace' repairs due to any component failure or equipment malfunction, breakage, fatigue or accident. This support does not include Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) weapons, non-automotive and protection equipment repair; however, the contractor shall be required to accomplish remove and replace for damaged communications equipment and repair of non-tactical vehicles and material handling equipment (MHE), IAW R 52.245-1, used in direct support of the mission defined by this PWS (the list of current items is in the GFM list, Attachment 9). All parts needed for repair will be provided to the contractor by the Joint Logistics Integrator (JLI). Parts requisitioning will be minimal and by exception only. On an exception basis, and only with prior approval of the Contracting Officer Representative (COR), the contractor shall be called upon to provide a required part not readily available through the program's normal supply-support process channels. In such instances, the contractor shall annotate the repair documentation and obtain COR acceptance for reimbursement.

More information on the vehicles, locations of work, and vehicle densities for vehicle systems covered under this area are located in the following Attachments:

- MRAP Weapons systems are described at Attachment 1, Section J
- Locations where work will be performed are described in Paragraph C.1.1.2; specific sites are identified in Attachment 0011, Section J - "Manpower Utilization".
- MRAP Vehicle Densities are shown at Attachment 3, Section J.

#### **C.1.1.1.3. Special Operations Command (SOCOM) Vehicles**

The SOCOM Family of vehicles, See Attachment 1, Section J, Paragraph 3, is managed by the PM AMS and PM MRAP. Support required by SOCOM includes both field and sustainment levels of maintenance in Afghanistan. The majority of work required is for the rapid assessment and repair of battle damaged equipment and immediate, routine repairs of mechanical failures due to operational damage or system fatigue.

Contractor services shall also include repair of non-tactical vehicles and material handling equipment (MHE), IAW FAR 52.245-1, used in direct support of the mission defined by this PWS (the list of current items is in the GFM list, Attachment 9) and periodic assistance to units in completing routine scheduled inspection, maintenance or servicing of special equipment such as vehicle air conditioning systems (annually) as well as installation of product improvements, equipment modifications, safety modifications, other services, maintenance, supply support, facilities maintenance, transportation support, and fielding support. Standard mechanic services for automotive repairs due to any component failure or equipment malfunction, breakage, fatigue or accident will be performed. This support does not include Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) weapons, non-automotive and protection equipment repair; however, the contractor shall be required to accomplish remove and replace for damaged communications equipment. The contractor shall provide all required personnel needed to implement and support the above mission at locations designated by the Government. SOCOM service locations will be provided on a classified basis to qualified contractor personnel (Reference C.1.2.1.) for purposes of evaluating the scope, SOCOM operations co-locate with and generally track with Austere Operating Bases.

More information on the vehicles, locations of work, and vehicle densities for vehicle systems covered under this area are located the following Attachments:

- SOCOM Weapons systems are described at Attachment 1, Section J.
- Locations where work will be performed are described in Paragraph C.1.1.2. The quantity and location of SOCOM Sites will be provided upon contract award on a classified basis to the "successful offeror."
- SOCOM Vehicle Densities are shown at Attachment 3, Section J.

Specific equipment locations are responsive to Theater mission requirements and may fluctuate. The contractor will be provided advance notification of fleet locations, volume and workload as required.

#### **C.1.1.1.4. U.S. Marine Corps Vehicle Systems**

U.S. Marine Corp Buffalo systems will be supported under the RCV Support concept described in this PWS. Support will be provided at RCV and USMC Support Sites.

More information on the vehicles, locations of work, and vehicle densities for vehicle systems covered under this area are located the following Attachments:

- USMC Vehicle system are described at Attachment 1, Paragraph 4, Section J
- Locations where work will be performed are described in Paragraph C.1.1.2; specific sites are identified in Attachment 0011 Section J, Manpower Utilization.
- USMC Vehicle Densities are shown at Attachment 3, Section J.

#### **C.1.1.1.5. Other U.S. Government Agencies (OGA)**

Other Government Agencies using MRAP FOV systems for transport and will require sustainment support. This includes other Departments of the Department of Defense, Department of State or any other Federal Government Agency using MRAP FOV systems Contractor shall, at the direction of the contracting officer, support OGAs. The sustainment support will be the same as that identified for RCV in this PWS. Locations, skills, manpower, and densities will be provided by the Contracting office.

#### **C.1.1.1.6. Support to Coalition Forces (CF) Using U.S. MRAP FOV Systems**

In the AOR, coalition forces are being provided U.S. MRAP FOV systems for operations. U.S. MRAP and RCV systems are being loaned to Coalition Forces operating in the AOR. The contractor shall support these systems in same as RCV systems as described in this PWS. Support will be provided at RCV locations (C.1.1.2.2).

### **C.1.1.2. Location of Work**

#### **C.1.1.2.1. Program Management**

In support of contract requirements for program oversight, management, administration, and database support services, the contractor will provide for its own facilities located in CONUS.

#### **C.1.1.2.2. Work Locations and Concept of Operation**

Work Locations under this PWS are divided into three areas world-wide, the Area of Responsibility (AOR), Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS), Alaska and Hawaii are considered OCONUS. These are described below. Additional locations world-wide may be added by the Procuring Contracting Officer (PCO).

Note: Offeror is responsible for identifying and acquiring (leasing) a facility as described in C.1.1.2.2.1.b.v and C.1.1.2.2.2.ii, which will become fully operational as established by the offeror in their Phase-In plan.

#### **C.1.1.2.2.1. AOR**

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This is the primary work location; it is comprised of Afghanistan and Kuwait.

The following describes the concept of operation and the work locations within the AOR. The contractor shall be required to draw-down or to increase staff in order to support MRAP FOV missions to a level responsive to Theater operational objectives. The contractor will be notified, through contract modification, as far in advance as practical in order to accommodate shifting mission requirements.

Contractor staff using Material Handling Equipment or Commercial Construction Equipment will request theater mandatory training through the COR upon arrival in the AOR.

i) Concept of Operation:

i.a) MRAP: MRAP sustainment operations and repairs will be conducted primarily and have priority at Regional Support Activity (RSA) in Afghanistan. Field Level and Sustainment support will be provided at the MRAP Sustainment Activity (MSF) in Kuwait.

i.b) RCV: RCV sustainment operations and repairs will be conducted primarily and have priority at the Field Service Facilities (FSF), Maintenance Sustainment Centers (MSC), Theater Support Centers (TSC), Kuwait Support Facility, and other retrograde locations.

i.b.1) IAW C.1.1.1.5 and C.1.1.1.6 Vehicles operation by Coalition Forces (CF) and Other Government Agencies (OGA) will be serviced at RCV sites.

i.c) SOCOM: SOCOM sustainment operations and repairs will be conducted primarily and have priority at the Austere Operating Bases (AOB), SOCOM Hubs and Nodes, Kuwait Support Center (SOCOM), and other retrograde locations.

i.d) USMC: Buffalo vehicles will be serviced under the RCV support concept and will be serviced at locations that service RCV vehicles

ii) Current service support location descriptions:

ii.a) Theater Sustainment Centers (TSC) [RCV only] and Hub [SOCOM only]. TSC and Hub provide the locations for sustainment services, DS/GS maintenance and Standard Army Maintenance System - Level 2 (SAMS-2) reporting of equipment status and requisitions to U.S Army Material Command Logistics Support Activity LOGSA.

ii.b) Maintenance Sustainment Centers (MSC) [RCV only] and Node [SOCOM only]. MSC and Node are key locations for equipment support in high density, high traffic regions. MSC and Nodes also assume responsibility to help push parts and needed manpower forward to Field Service Facilities (RCV) and Austere Operating Bases (SOCOM) throughout the AOR.

ii.c) Field Service Facility (FSF) [RCV only] and Austere Operating Bases (AOB) [SOCOM]. FSF and AOB locations provide sustainment maintenance services forward with the Warfighters. Services are primarily Field Level Maintenance.

ii.d) Regional Support Activity (RSA): Major repair sites for MRAP vehicles provide centers for sustainment and maintenance services working with the Joint Logistics Integrator (JLI).

ii.e) Kuwait Sustainment Center (KSC) RCV [RCV] (Contractor provided facility) is a transportation and Logistics Centers. Major and secondary items are ordered, received, stored, and processed for delivery to locations within the AOR. These facilities will also support retrograde operations, Vehicle Repairs, and MWO applications. In addition, the facility will be utilized for storage of long lead time key vehicle components.

ii.f) USMC Support: USMC Operational Bases in Afghanistan (Camp Leatherneck and Bastion) and all RCV sites

ii.g) MRAP Forward Support Sites (MRAP FSS) are locations provide sustainment maintenance services forward with the Warfighters. Services are primarily Field Level Maintenance.

ii.h) MRAP Sustainment Facility (MSF): The MSF mission is the storage of repair parts, retrograde operations, MWO applications.



**C.1.1.2.2.2. CONUS (Contiguous United States)**

The contractor will provide MRAP FOV maintenance and instructor support to CONUS locations to service, De-process and Fielding, and repair MRAP FoV systems and New Equipment Training. Support will be by permanent staff located at CONUS installations. Permanent staff locations are shown at Attachment 11; Section J. Sites may be added and deleted during the period of the contract at the direction of the PCO.

i) CONUS Warehouse/Engineering Facility (Contractor provided): The facility will provide logistics and mechanical support. Logistics support entails receipt of parts, storage and distribution of repair parts that will sustain the CONUS Pre-Deployment Training Equipment PDTE vehicle fleet. In addition, the facility will be utilized to provide technical services to include Government approved and COR indicated technology insertion, system integration, upgrades, and modification services. Facility requirements:

i.a) Within 25 Miles of Detroit Arsenal

i.a.1) Office space: 8700 Sq. ft.

i.a.2) Warehouse space: 19,000 sq. ft. to include 8400 sq. ft. of shop space

i.a.3) Outdoor: 25,000 sq. ft. of fenced in parking lot

i.a.4) Facility shall be operational at time of Operational Readiness Base Option, or Early Operational Readiness if proposed

ii) The contractor shall operate in Government provided facilities, unless directed otherwise by the PCO in which case the contractor shall provide for its own CONUS-based facilities. Housing will not be provided in CONUS.

iii) Other CONUS locations may be added at the direction of the PCO.

**C.1.1.2.2.3. OCONUS**

OCONUS is defined as all locations outside the Contiguous United States (CONUS) with the exception of the AOR as defined above. The contractor will provide supply and maintenance support teams (staffed with personnel from the Labor categories identified in Attachment 8) to OCONUS locations to service and repair training assets. Services shall include mechanical-repair services; de-processing and Fielding (the preparation of vehicles for handoff to the war fighter), training (C.1.10) and other technical assistance as described in this PWS or as directed by the PCO. OCONUS work shall be performed IAW Section A. Paragraph A.3, "Federal Acquisition Regulation (FAR) Overseas Contract Requirements" relative to Technical Expert Status Accreditation (TESA) and Status of Forces Agreement (SOFA) clauses. Current service support location descriptions:

- Vehicle/ Maintenance and Training Support sites [RCV/SOCOM]:
  - Hohenfels, GE
  - Fort Richardson, Alaska
  - Schofield Barracks, Hawaii
- Vehicle Support Sites [USMC]: Okinawa, Japan

Other OCONUS locations may be added at the direction of the PCO.

**C.1.1.2.3. Joint Logistics Integrator (JLI) (MRAP Only)**

The Joint Logistics Integrator (JLI) is a contract support activity supporting the Joint Program Office (JPO) Mine Resistant Ambush Protected (MRAP) Vehicle. The JLI activities include logistic services and services in support of JPO's oversight and management of the individual efforts of the multiple MRAP Original Equipment Manufacturers (OEMs) during all activities

associated with fielding, training, and sustainment operations for those systems. Additionally, the JLI provides JPO MRAP with the capability to rapidly perform logistic engineering analysis and provide timely insight into MRAP fleet readiness and sustainment.

Maintenance operations described in this PWS for the MRAP vehicle will be co-located with the JLI except when personnel are deployed to other work locations (see C.1.4.3). Because the JLI provides all supply support for the MRAP Vehicles, contractor will request all supply support (repair parts, shop equipment, and consumable supplies) through the JLI.

### **C.1.1.3. Personnel Requirements and Management (MRAP/RCV/SOCOM)**

#### **C.1.1.3.1. General**

The contractor shall have the necessary security clearance (see Paragraph C.1.2.1) and have skills in military supply, transportation, heavy equipment automotive mechanics, electrical continuity testing, inspections, interactive electronic diagnostics, equipment troubleshooting, calibration, welding, repair and testing, as specified in Attachment 8, Section J. Services include: supply support, inspection, troubleshooting, evaluation, and accomplishment of all repairs necessary to restore and return damaged systems to Fully Mission Capable (FMC) status (see Paragraph C.1.8.2).

Contractor personnel deployed under this PWS to provide support in a Theater of operations to U.S. Armed Forces deployed outside the United States conducting contingency operations or other military operations will be governed by the policies and procedures of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces and the Combatant Commander's Operations Plan and Operations Order (OPLAN/OPORD) as it relates to contractors in the Commander's Theater of Operation.

#### **C.1.1.3.2. Contractor Support Requirements**

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work. The contractor will develop and implement a vacation schedule and emergency leave plan that maximizes support at all locations at all times regardless of emergency, or vacation requirements. This will be updated quarterly.

##### **C.1.1.3.2.1. Work Days**

###### **i) AOR**

i.a) In Afghanistan (MRAP): the contractor shall provide services on a work schedule of 12 hours per day/7 days per week. If authorized by the Contracting Officer, the contractor shall also provide services during swing shifts, when necessary, to meet operational needs. If the swing shifts are approved by the Contracting Officer, The contractor shall operate on a 24 hours/7 days per week basis. For any individual that needs to work beyond 84 hrs per week, overtime must be approved by the Government site lead with proper justification and will be submitted to the COR for final approval. No overtime will be retroactively approved.

i.b) In Afghanistan (RCV): The contractor shall provide support services to meet the mission requirements 12 hours per day/7 days per week.

Contractor will provide on-call and afterhours responses if needed to accomplish the mission at the request of the Theater Lead. At the direction of the Government Theater Lead the contractor shall also provide swing shift services, when necessary, to meet operational needs. Sites designated by the Government Theater Lead and approved by the COR may operate on a 24 hours/7 days per week basis to meet mission needs.

i.c) AOR (SOCOM): The contractor shall provide support services to meet the mission requirements 12 hours per day/7 days per week, to include on-call and afterhours responses if needed to accomplish the mission. At the direction of the Government Theater Lead the contractor shall also provide services during swing shifts, when necessary, to meet operational needs. Sites designated by the Government Theater Lead and approved by the COR may operate on a 24 hours/7 days per week basis.

i.d) In Kuwait: The contractor shall provide staff to perform services as defined under this SOW up to six (6) days a week/12 hours per day. The Contractor shall comply with Kuwait Labor Law in developing work schedules for personnel where the standard work week average is six (6) days per week and 8 hours per day. For positions in Attachment 1 staffed with only one position, full coverage of the six (6) days a week/12 hours operation is not required. The minimum work schedule shall be 40 hours per week. (with the exception of Ramadan which is 36 hours per week) Individual work beyond 48 hours per week shall require prior approval by the COR. Contractor shall submit verification that the individual is performing work in accordance with the Kuwait Labor Law.

ii) In CONUS and OCONUS,

ii.a) MRAP/RCV: The contractor shall perform services 8 hours per day/5 days per week.

ii.b) SOCOM (CONUS): The contractor shall perform 5 days per week, 8 hours per day.

ii.c) SOCOM (OCONUS): The contractor shall perform services 10 hours per day/6 days per week. The contractor may also provide services during swing shifts, when necessary, to meet operational needs at the direction of the COR.

Contractor personnel may be required to work extended hours in excess of those described above, due to increased OPTEMPO or other operational contingencies. The COR for the program shall direct the extension; however, the Contractor may also request extended hours through the COR for the program. Extended hours shall be pre-approved by the COR for the program. Payment for extended hours will be IAW established labor rates.

#### **C.1.1.3.2.2. Compliance with local labor laws:**

The contractor shall remain compliant with applicable labor laws. In the instance where the hours for a required to support the mission conflict with labor laws in affect at the location, the contractor shall balance his staff to meet the local law requirements for hours worked.

#### **C.1.1.3.2.3. Performance of work in the AOR on Recognized Federal Holidays:**

The contractor is responsible for staffing positions to perform services in Afghanistan throughout the task order period of performance, to include these days:

New Years Day

Day Labor Day

Martin Luther King Jr. Birthday

Columbus Day

Presidents Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

#### **C.1.1.3.2.4. Adverse Conditions**

The contractor shall perform maintenance in inclement weather to meet operational needs.

#### **C.1.1.3.3. Drug Free Work Place**



The contractor will submit their Drug Free Work Place plan IAW DFAR 252.223-7004 Drug-Free Work Force and CDRL A028 at the Start of Work meeting.

#### **C.1.1.3.4. Labor Category Requirements**

Personnel shall meet the standards identified in Attachment 8, Section J.

#### **C.1.1.3.5. Changes to Level of Effort per Labor Category and Location**

- i) The initial staffing of this task per labor category and location is identified in Attachment 8. During the life of this contract, the Government estimates that the level of effort (number of staff) required per labor category and location will vary due to changes in OPTEMPO, DoD mission requirements, and National Security Directives.
  - i.a) The COR/In-country GTM will instruct the contractor to reallocate personnel to locations within country (i.e., within Afghanistan) should OPTEMPO dictate that said changes are necessary. As a result of this instruction, the contractor shall not incur costs greater than the obligated amount for the CLIN under which the work is to be performed.
  - i.b) The PCO will direct permanent transfer of contractor personnel between countries locations (e.g., Kuwait to Afghanistan; CONUS to Afghanistan).
- ii) Based on OPTEMPO and the requirement to meet the performance metrics of this PWS the contractor may request changes in staff numbers and location; these requests must be approved at the same level as Government directed changes above.
- iii) The contractor will be reimbursed for those allowable, allocable and reasonable costs associated with these pre-approved movements.
- iv) Temporary staffing adjustment through the use of TDY is addressed in Paragraph C.1.4.3

#### **C.1.1.3.6. Deployment of Personnel**

##### **C.1.1.3.6.1. MRAP Deployment Cell**

The contractor will process all forms, requests, and other paperwork for personnel deploying CONUS, OCONUS, and AOR through the MRAP Deployment cell. Contractor will contact the MRAP Deployment Cell within 5 working days of the contract award to schedule deployment orientation training for the contractor's staff responsible for preparing and submitting deployment documents for their personnel; training will be completed prior to the Start of Work Meeting.

##### **C.1.1.3.6.2. Synchronized Pre-deployment & Operational Tracker (SPOT):**

The report will be submitted as required for personnel additions and changes to Theater. The company names and contract information of its subcontractors at all tiers and the name of all company POCs who are responsible for entering and updating employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW Defense Federal Acquisition Regulation (DFAR) 252.225-7040 DoD class deviation 2007-O0004 or DFAR DoD class deviation 2007-00010. (CDRL A019)

##### **C.1.1.3.6.3. MRAP University (MRAP-U)**

- i) Prior to deployment Heavy Equipment Mechanics and Mechanical Technicians (as designated in Attachment 8, Section J) will be required to successfully complete MRAP-U. MRAP-U provides advanced level Operator and Field Maintenance

training on all MRAP FOV. The Maintenance Familiarization course is six (6) weeks in length and 270 hours. Further information regarding MRAP-U can be found at: [http://www.redriver.army.mil/mrap\\_u/mrap\\_u\\_training.htm](http://www.redriver.army.mil/mrap_u/mrap_u_training.htm). The Operator Familiarization Course offered at MRAP-U is not required for the work performed under this PWS.

ii) MRAP-U certification-training credentials requirement above may be waived for highly skilled individuals employed by the contractor who have at least six (6) months prior work experience on one of the MRAP FOV systems listed in Attachment 1, Section J and formal field maintenance training (with certificate) from an Original Equipment Manufacturer (OEM) on the vehicle. The waiver shall be requested from the COR and using the MRAP-U Waiver Form at Attachment 18, Section J. All maintenance personnel currently performing under TACOM contract W56HZV-11-C-0168 for at least 6 months, in a similar position as they are being proposed for work under this contract, qualify for the MRAP-U waiver. The MRAP-U waiver does not waive the experience requirements for the positions in Attachment 8. Personnel must still meet the labor category experience requirements in Attachment 8 for their proposed position.

#### **C.1.1.3.6.4. Camp Atterbury Individual Replacement Deployment Operation (IRDO) and Commercial Deployment Center Alternatives**

All contractor staff departing CONUS are required to process through the IRDO or commercial equivalent in route to the AOR (Afghanistan and Kuwait).

##### **C.1.1.3.6.4.1. Camp Atterbury Individual Replacement Deployment Operation (IRDO)**

The IRDO receives and processes Non LOGCAP Contractors (NLC) for deployment to and re-deployment from Theaters of operations such as Operation Enduring Freedom and other various locations across the globe. The in-processing is conducted Saturday between 0900-1800 HRS. The contractor's personnel must be documented medically and dentally fit for the performance of their duties without limitations or need for accommodation and present the documentation to medical and dental processing stations while at the IRDO. Deploying contractors are required to establish Army Knowledge Online (AKO) email accounts prior to arrival at IRDO, have at least an Interim Clearance at the level required for the individuals' position (see Attachment 8, Section J) (an interim secret clearance for SOCOM staff), and obtain a Common Access Card (CAC). The IRDO details can be found at the IRDO web site: <http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx>.

Note: "Per Civilian Deployment Guide AMC-P-690-9, employees deploying to Southwest Asia (SWA) on temporary duty (TDY) must process through CRC (IRDO) regardless of the length of deployment. AMC may approve waiver for employees deploying for 17 days or less".

##### **C.1.1.3.6.4.2. Commercial Alternatives to IRDO**

Commercial Deployment Centers are authorized for use for the Phase-in for this contract. These sites include:

- i) DynCorp International LLC, Attn: Mr. Edward Molloy, email [edward.molloy@dyn-intl.com](mailto:edward.molloy@dyn-intl.com)
- ii) Kellogg Brown and Root Services, Inc., Attn. Mr. Dan Kent, 1080 Eldridge Parkway, Room 852., Houston, TX 77077, phone: (281) 721-3230, email: [dan.kent@kbr.com](mailto:dan.kent@kbr.com).
- iii) Fluor Government Group, Attn. Jim Erickson, Greenville, South Carolina, 1.864.281.4489 Toll free 1.855.899.4995, email [Deployment.Training.Services@Fluor.com](mailto:Deployment.Training.Services@Fluor.com), Internet [www.fluor.com/deployment-training-services](http://www.fluor.com/deployment-training-services)

##### **C.1.1.3.6.5. Fluency in English**

All contractor employees under this contract (as identified in Attachment 8, Section J: Labor Categories or any other employee that will have regular contact with U.S. Government employees and U.S. Military) will be fluent in English. Fluency

in English for this effort is defined as meeting the Level 2 requirements for Speaking, Reading, Reading, and Writing of the Interagency Language Roundtable (<http://www.govtilr.org/>).

#### **C.1.1.3.6.6. Differentiating Contractor personnel**

All Contractor personnel shall wear Contractor provided nametags, which include the name of the Contractor, the name of the employee, and the word CONTRACTOR. Contractor personnel will be required to identify in e-mail, correspondence, and answer all telephone calls (and to present themselves at any meetings attended) by identifying themselves as a "Contractor".

#### **C.1.1.3.6.7. Personnel Authorized to Accompany US Armed Forces Deployed Outside the United States**

Contractor personnel deployment to the Area of Responsibility (AOR) shall be governed by the following:

- i) CFC FRAGO 09-1038 contractor care in the USCENTCOM AOR
- ii) MOD TEN 11 TO USCENTCOM Individual Protection and Individual/Unit Deployment Policy
- iii) JPO-MRAP Policy Memorandum Number #1 for CENTCOM Deployment

### **C.1.2. Security/International Traffic in Arms Regulations (ITAR), Safety, and Environmental Requirements**

#### **C.1.2.1. Security/International Traffic in Arms Regulations (ITAR)(MRAP/RCV/SOCOM)**

The contractor will comply with the security requirements as defined by the contract DD Form 254 (Attachments 23 and 24), and the "Security Classification Guide for Mine Resistant Ambush Protected Vehicles, 1 November 2010", Attachment 25, Section J.

The contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730.39 through 799, in the performance of the contract or agreement. In the absence of available license exemptions/exceptions, the contractor shall be responsible for obtaining the appropriate authorizations or other approvals, if required, for exports (including deemed exports) of hardware, technical data, and software, or for the provision of technical assistance.

##### **C.1.2.1.1. Personnel**

For work on the MRAP and RCV systems under this PWS a National Agency Check and Inquiry (NACI) or equal Investigation and acquiring a CAC is required for all Labor Categories in Attachment 8, Section J. For work on the SOCOM systems a Secret clearance is required; however, work on SOCOM systems may begin with an interim Secret clearance being granted. Contractor shall identify to the Contracting Officer other personnel requiring a security clearance and/or CAC IAW CDRL A039.

- i) Common Access Card (CAC) Guidance

The Direct Labor personnel (Direct Labor Personnel are those listed at Attachment 8, Section J) on this contract shall complete a NACI or equal investigation and acquire a Common Access Cards (CAC). Contractor is responsible for submitting requests for the Investigations and CAC in accordance with Attachment 27, Directive-Type Memorandum (DTM) 08-003, Next Generation Common Access Card (CAC) Implementation Guidance. The contractor is reminded that CAC is required prior to arriving for deployment training, C.1.1.3.8.

- ii) Security Requirements

IAW the MRAP SCG (Attachment 25, Section J) specific operations involving maintenance and logistics support to for the MRAP FoV involves Secret Level clearance. The Government estimates 40% of all MRAP and RCV labor hours involve Secret level work (all SOCOM work is at the Secret level). The minimum requirement for personnel with Interim SECRET clearances at time of Phase-in completion is detailed in Attachment 11. However, because these requirements are event-driven, this percentage may fluctuate over the life of the contract. After Phase-in completion, the contractor is responsible for determining how many personnel require interim SECRET clearances based on mission requirements and the MRAP SCG (Attachment 25, Section J). The contractor shall provide a labor force to maintain the MRAP FoV fleet IAW the metrics of this contract as defined in Paragraph C.1.15 and is IAW the MRAP SCG (Attachment 25, Section J).

iii) Labor Incidental to the Execution of this PWS

It is understood that additional labor may be required during the execution of this PWS to support surge requirements for facilities improvement, warehouse operations, or other short term labor requirements incidental to the direct labor performed. This incidental labor does not include work otherwise performed by the direct labor personnel of Attachment 8, Section J. This labor may include personnel directly hired by the contractor, or through a subcontract. The contractor shall comply with the following requirements and restrictions.

iii.a) Contractor shall clear all Personnel through local facility access requirements. Contractor will provide escort (certified by the local facility clearance office for escort) on a non-interference basis for personnel requiring an escort.

iii.b) All MRAP SCG requirements will be complied with as well as all ITAR requirements in the hiring and management of incidental personnel.

iv) The Use of Foreign Persons (Foreign Nationals (FNs), Local Nationals (LN) and Third Country Nationals (TCN))

iv.a) For the purposes of this PWS, the term Foreign Person also refers to Foreign Nationals, Local Nationals, as well as Third Country Nationals.

iv.b) The ITAR relative to access to technical equipment and information must be adhered to prior to access by a Foreign Person to any MRAP FOV information/equipment.

iv.c) The contractor shall be responsible for obtaining a State Department approved export authorization for access to MRAP FOV information and equipment at the Secret level, before utilizing foreign persons in the performance of this contract including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export controlled technologies, including data and software, or any discussions related to such materials. (Reference C.1.2.1)

### **C.1.2.1.2. Facilities, Document Management, and Compliance**

#### **C.1.2.1.2.1. Facilities**

v) The contractor shall have a designated Facility Security Officer (FSO).

vi) The contractor shall have a Facility Security Clearance (FCL) granted by Defense Security Service (DSS) at the SECRET level. Secret storage in the United States is required.

vii) The contractor shall have an operational Facility at their CONUS key program management location capable of transmitting and receiving SIPRNET e-mail communications and conducting work at the SECRET level(Ref: Contract DD254). Capabilities of this facility shall include: Secure Internet Protocol Router Network (SIPRNET), and ability to conduct classified meetings of not less than 10 people at SECRET level. The room shall be in compliance with DISA guidance AR 380-5, Chapter 7 (<http://disa.dtic.mil/disnvtc/about.htm>) and, with sound attenuation of STC 50 as a minimum IAW Joint Air Force-Army-Navy (JAFAN) Manual 6/9 dated 23 March 2004, Annex 'C'; paragraph 1.2.4.

viii) If the contractor does not have this capability at the CONUS Key program management location at time of award they may use US Government or cleared government contractor facilities local to (not more than 25 miles from) their CONUS key program management location. If the contractor must establish the facility to meet this requirement they shall provide their implementation Plan for complying with this requirement and drawings of the IT SIPRNET architecture

at the Start of work Meeting (C.1.14.1.1). Implementation progress shall be reported in the Monthly Contractor Performance Report,( Paragraph C.1.14.4.3).

ix) Any access to classified data/material in Theater will only be at a Government facility. At some RCV/SOCOM repair locations the Government will provide SIPERNET access based on mission need. The contractor is not required to have storage capabilities of classified data/materials at OCONUS or AOR locations.

ix.a) The contractor will be authorized access to the DoD Information Technology Standards and Profile Registry (DISR) secure web site.

ix.b) The contractor will be authorized AKO-S accounts. The contracting officer representative will determine the number of AKO-S accounts needed by the contractor and will sponsor the individual contractor employees for AKO-S. The contractor will be authorized to conduct the S-VTC briefings by utilizing Defense Connect Online (DCO-S).

x) Encryption Capabilities

Contractor shall establish encryption capabilities with the MRAP Deployment Cell (C.1.2.3.6) to transmit Personnel Identification Information (PII).

#### **C.1.2.1.2.2. Document Management**

i) The contractor shall receive and generate classified material/information, have access to classified information outside the U.S., Puerto Rico, U.S. possessions and trust territories, and shall establish and have in place Operations Security (OPSEC) requirements to handle classified material/information; these requirements will be documented in the contractor's Annex to the MRAP Program Protection Plan (Paragraph C.1.2.1.2.3).

ii) The contractor shall be responsible for all regulatory record keeping requirements associated with the use of export licenses and export license exemptions/exceptions.

#### **C.1.2.1.2.2.1. Controlled Unclassified Information (CUI)**

i) Controlled Unclassified Information (CUI) provided to or generated pursuant to the MRAP FOV Program will be protected. The procedures for the protection of CUI are as outlined below.

ii) Definition: Unclassified information to which access or distribution limitations have been applied according to national laws, policies and regulations of the US Government. It includes US information that is determined to be exempt from public disclosure or that is subject to export controls according to the International Traffic in Arms Regulation (ITAR) and Arms Export Control Act (AECA) or, Export Administration Regulations (EAR) and the Export Administration Act (EAA)). Examples include, but are not limited to: Competition Sensitive, For Official Use Only (FOUO), "Sensitive But Unclassified" (SBU), Commercial In Confidence, technical data.

iii) Following are the requirements for the protection of CUI:

iii.a) Storing/Handling

iii.a.1) CUI must be locked in a desk, file cabinet, office or any other means to preclude unauthorized access, when not in use.

iii.a.2) CUI shall not be displayed in a public place, such as an airport, airplane, and restaurant or train station.

iii.a.3) Computers used for processing CUI do not need to be accredited for classified use. However, personally-owned computers are not authorized for processing CUI.

iii.b) Disposal

iii.b.1) Disposal requires that the information be destroyed in such a manner so as not to be easily reconstructed.

iii.b.2) Computer disks must be reformatted, shredded or degaussed before being disposed of or transferred to another office.

iii.c) Transmission

iii.c.1) Transmission may be through normal mail channels or hand carried without formal courier orders.

iii.c.2) Transmission of CUI by voice or facsimile (telephone, fax, VTC, etc.) shall be by approved secure communications systems, whenever possible.

iii.c.3) CUI shall NOT be transmitted through unencrypted electronic mail on the INTERNET.

#### **C.1.2.1.2.2.2. Unauthorized Disclosure of CUI**

Unauthorized disclosure of CUI does not constitute an unauthorized disclosure of classified information for security purposes. The contractor shall take administrative action to ensure that the unauthorized disclosure of information is contained, and appropriate re-education is provided to those responsible. The unauthorized disclosure shall be reported to the Government MRAP Security Office immediately.

#### **C.1.2.1.2.3. Compliance**

i) The MRAP Program Protection Plan (PPP): The PPP is mandatory for use by all MRAP FOV program participants, field activities, and matrix support personnel at all MRAP FOV locations. PPP applies to all locations where Critical Program Information (CPI) is researched, manufactured, stored, processed or tested. All CPIs shall be marked, at a minimum, FOR OFFICIAL USE ONLY (FOUO), or classified consistent with the information disclosed. The MRAP PPP will be provided at contract award. The contractor shall be responsible for ensuring that the provisions of security related contract clauses apply to its subcontractors, by flowing them down to those subcontractors the clauses and requiring that those same subcontractors subsequently flow them down to their lower tier subcontractors.

ii) The contractor shall prepare and submit to the Government (IAW CDRL A033) an annex to the MRAP Program Protection Plan [which contains OPSEC requirements]. This annex will address local threat and protection countermeasures at facilities performing on MRAP FOVs. This requirement will be flowed down to all U.S. MRAP FOV subcontractors.

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iii) Between August and November of each year, contractor will provide annual MRAP OPSEC training for all MRAP FOV personnel. An OPSEC training status report is due no later than 15 December of each year to the Government MRAP Security Office, CDRL A026. The MRAP OPSEC Plan will be provided at contract award.

iv) The contractor shall establish processes and procedures and include in the Management Plan (C.1.3.2.2) to assure compliance with the MRAP Security Classification Guide and ITAR Requirements.

v)

#### **C.1.2.2. Safety (MRAP/RCV/SOCOM)**

In performance of work under this PWS the contractor shall, 100% of the time, comply with all applicable Federal, state and local safety, health and host nation and U.S. environmental regulations, including the National Environmental Policy Act (NEPA).

#### **C.1.2.3. Environmental (MRAP/RCV/SOCOM)**

##### **C.1.2.3.1. Hazardous Material (HAZMAT)**



- i) In the execution of work under this PWS the contractor shall comply with all Federal, State, Local (to include City and/or Foreign National requirements for overseas operation), and local Facility HAZMAT requirements.
- ii) When facilities are leased/maintained by the contractor the contractor shall implement a Hazardous Material (HAZMAT) program to reduce and control HAZMAT utilized in the performance of the work under this PWS. Use of HAZMAT shall be reduced in accordance with (IAW) Department of Defense Instruction (DODI) 4715.4, "Pollution Prevention". Contractor shall comply with the requirements of DODI 4715.4 100% of the time in executing the duties under this PWS.
- iii) A HAZMAT Plan shall be submitted IAW CDRL A035 at the Start of Work Meeting (1.14.1.1)

#### **C.1.2.3.2. Pollution Prevention Program**

- i) The contractor shall provide a Pollution Prevention Plan to minimize program environmental and cost impacts and ensure that all pollution that cannot be prevented will be recycled or disposed of in an environmentally safe manner. When hazardous materials are identified for use in execution of this PWS, the contractor shall conduct a trade-off analysis required as part of their Hazardous Materials Management. Pollution shall be prevented or reduced at the source whenever feasible.
- ii) The contractor shall comply with all Federal, state and local ESOH laws, regulations, and policies applicable to the activities defined in this PWS. Upon request, the contractor shall make available the applicable environmental permits and documentation. The contractor shall be responsible for the management, cleanup, protection, and disposal of emissions, effluents, wastes, and hazardous materials used in, generated by, or associated with the contractor's actions required by this SOW.
- iii) HAZMAT will be identified with appropriate Material Safety Data Sheet (MSDS) labels and stored accordingly. No Class I Ozone Depleting Substances shall be used or delivered in the performance of work under this PWS.
- iv) A Pollution Prevention Program Plan will be submitted as part of the Management Plan (C.1.3.2.2, CDRL A015)

#### **C.1.2.3.3. Unserviceable Petroleum and Other Products**

Unserviceable tires, batteries, lubricants, and other items requiring special disposal shall be stored in one location and coordinated with unit site HAZMAT representatives for disposal instructions. Use of Government HAZMAT disposal facilities is approved if available and approved by the local Government HAZMAT coordinator. Contractor personnel shall also ensure that scrap metal is segregated by light metal and heavy metal in separate containers so marked and as required for disposal. If Government HAZMAT containers or facilities are not available the contractor shall, with the approval of the COR, purchase containers and use commercial approved disposal facilities. Turn-in of HAZMAT shall be accompanied DA 2765-1 per DA PAM 710-2-1 (Para. 13-5) or DA 1348-1 provided by PCARSS.

### **C.1.3. Program Management**

#### **C.1.3.1. Phase-in Plan**

Phase-in is the period of transition from an incumbent to new contractor. The contractor will complete the staffing process and have the entire staff in place and performing the mission IAW the PWS in not more than 180 days from the date of contract award.

- i) The contractor's Phase-in shall adhere to Attachment 10, Section J, which will be made part of the contract by reference at the time of contract award.

- ii) Contractor will identify the Corporate Facility Security Officer (FSO) to serve as the firm's single point of contact for Contractor Verification System (CVS), <https://www.dmdc.osd.mil/appj/cvs/login>), and request and host classes by the PM MRAP Deployment Cell see paragraph C.1.1.3.6.
- iii) The contractor shall provide management resources, structure and execution strategy for oversight and management of the phase-in effort.
- iv) The quantity of personnel required to be in place at the end of this phase-in period is provided in attachment 11. This number represents the total requirement for the base contract.
- v) The contractor shall conduct a joint inventory with the incumbent contractor and Government and transfer the GFE/GFM in Appendix J of this PWS within the 180 day phase-in period in an orderly manner to avoid disruption of maintenance services.
- vi) Description of the contractor's secure facility (C.1.2.1.3.1)

### **C.1.3.2. Program Management (MRAP/RCV/SOCOM)**

#### **C.1.3.2.1. Contractor Management Oversight**

- i) The contractor shall establish a single CONUS-based management focal point (Program Manager, see Attachment 8 for description) to accomplish the administrative, managerial and financial aspects of this contract. Contractor will also identify CONUS based Program Manager for SOCOM activities.
  - i.a) In the Base Operational Readiness Year the contractor will identify for RCV CONUS based manages for Afghanistan and CONUS Operations (3).
- ii) The contractor shall designate Theater Leads for MRAP,RCV, and SOCOM as follows. The Theater Leads have the responsibilities to distribute the workforce based on vehicle density or workload requirements and shall coordination with the COR, accordingly.
  - ii.a) One Theater Lead for MRAP in Afghanistan (from Senior Maintenance Supervisor category (see Attachment 8 for description))
  - ii.b) Two theater leads in Afghanistan for RCV (from Senior Maintenance Supervisor or Supply Supervisor Labor categories (see Attachment 8 for description))
  - ii.c) Two theater leads in Afghanistan for SOCOM(from Senior Maintenance Supervisors category (see Attachment 8 for description))
  - ii.d) One Theater Lead for RCV in CONUS (from Supply Supervisor category (see Attachment 8 for description))
- iii) For MRAP, the contractor will designate a Maintenance Supervisor (see Attachment 8 for description) in larger RSAs (greater than 25 staff members) and Shop Forman (see Attachment 8 for description) in smaller RSAs (25 or less staff members) as leads for each of these organizations (See Section J, Attachment 011 for locations and size).
- iv) Other sites where work under this PWS is being performed, the contractor shall identify a site lead.
- v) There will be US Government representatives, COR, in the Theater of operation for each family of vehicles (MRAP/RCV/SOCOM). The contract's PCO is the sole point of contact for all contract and program changes relative to issues of performance, costs and schedule of this contract. If the contractor considers that the Government has effected or may effect a change in the contract that has not been identified as such in writing and signed by the Contracting Officer, the contractor will notify the Government in writing as soon as possible (FAR 43.104). The Government's In-Theater CORs will be identified by the Government at the Start of Work meeting.

#### **C.1.3.2.2. Program Management Plan**



The contractor will submit a Management Plan at the Start of Work Meeting (Paragraph C.1.14.1.2. and CDRL A015)

#### **C.1.4. Travel (MRAP/RCV/SOCOM)**

During the performance of work under this PWS, the contractor shall be required to deploy staff on a temporary basis (inter- or intra- AOR, OCONUS, or CONUS locations) to support mission requirements. TDY will be at the discretion of the request of the supported Government activity with COR approval.

##### **C.1.4.1. Intra-Theater travel (AOR)**

- i) Primary mode of intra-theater transportation is by air (rotator or fix wing). Intra-Theater travel will be provided by the Government and coordinated by the contractor with supported units.
- ii) Based on mission requirements and the preferred mode of air transport not being available to meet mission requirements, ground movement may be required. Ground transportation will be through MRAP FoV vehicles. In Afghanistan movement by Government ground transportation must be requested by the supported Government unit with 401<sup>st</sup> AFSB and COR/GTM approval. All personnel using Government MRAP FoV vehicles for intra-theater transportation must have completed Rollover Training provided by the 401<sup>st</sup> AFSB in Afghanistan. Contractor will coordinate with the in-country COR/GTM, this training is 1 week.
- iii) Use of other than Government travel under special circumstances may be approved. Contractor will request permission for other than Government transportation from the COR in writing via e-mail or Fax. Request will include the travel plans and reasons Government provided transportation will not meet mission requirements.
- iv) Intra-AOR personal transportation may be limited to no more than 60 personnel per week and should be considered in any planning of movement of people in, out, or around the AOR.
- v) SOCOM travel is controlled and approved by CJSOTF Combined Joint Special Forcers Task Force. Approval will be documented in the Personnel Status Report (PSR).

##### **C.1.4.2. Deployment and Re-deployment to and from the AOR**

Deployment to the AOR (including from IRDO) will be coordinated through the MRAP Deployment Cell. Flights from the IRDO (C.1.1.3.8.1) to Kuwait and re-deployment will be via Military Air if available. Flights from commercial alternatives (C.1.1.3.8.2) will be via commercial air. Flights from Kuwait to Afghanistan will be via Government provided air transport.

##### **C.1.4.3. Inter and intra CONUS and OCONUS travel TDY Support**

- i) Temporary Duty Support (TDY) of staff may be required in support of special requirements or to augment temporarily existing staff.
  - i.a) TDY within a country will be coordinated and approved by the COR/GTM
  - i.b) TDY between countries will be directed by the PCO.
- ii) Approved travel will be reimbursable in accordance with the Joint Travel Regulations (JTR). Maximum use is to be made of the lowest cost available customary standard coach or equivalent airfare accommodations available during normal business hours.

##### **C.1.4.4. JTR and Regulatory Compliance during travel**

- i) The JTR shall provide the basis for the determination as to reasonableness and allowable travel costs. All necessary travel meeting the above criteria shall be approved in advance by the Government. Exceptions to the JTR shall be approved in advance by the PCO.
- ii) Contractors shall comply with International laws regarding transit, exit, and entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

## **C.1.5. Facilities and Life Support (MRAP/RCV/SOCOM)**

### **C.1.5.1. Facility Maintenance**

i) Government provided facilities: The Government shall provide facilities to support maintenance of MRAP FOVs and living space for personnel (living space in Afghanistan only). The COR will make the determination and notify the contractor on the availability of facilities as early as possible once it is determined a new location is required. The contractor will be responsible to ensure that work areas assigned are secured properly at the end of each work day consistent with guidance provided by the COR. Contractor personnel shall be responsible for the clean-up of work areas each day and for knowledge and compliance with local safety standards. Contractor personnel shall be responsible for similar maintenance and standards of conduct in their personal living quarters. Government security personnel designated by Post Commanders have a right to periodically inspect contractor living quarters and personal storage areas.

The Government will provide the contractor with facilities to perform the requirements of this PWS with the not less than the minimum anti-terrorist/force protection measures established for DoD/DA civilians by the installation, regional, or major command Anti-Terrorism Officer.

ii) Non-Government facilities: In the event Government facilities are not available the contractor may lease facilities which will be reimbursed as an ODC. Selected facilities must be pre-approved by the in-theater representative and COR.

If the Government is not able to provide facilities meeting the minimum anti-terrorist/force protection measures the contractor shall, with approval of the COR, purchase/lease necessary anti-terrorist/force protection material to establish the minimum standard as determined by the local Government Anti-Terrorist Officer.

iii) General Facilities Support Requirements (Government and Non-Government facilities): GFM and GFE are discussed in Paragraph C.1.9.1.1. If not available from the Government the contractor may acquire consumables such as office supplies, internet service, maintenance consumables (such as welding rods), facility and equipment repair parts.

iii.a) For RCV/SOCOM the contractor shall also purchase other items that are required and not provided by the Government. These items will be reimbursed as Other Direct Costs up to the amount obligated on the CLIN for which the work is being performed. The COR must approve the acquisition prior to purchase, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to procure an item, the contractor shall notify the PCO prior to undertaking any action.

### **C.1.5.2. Temporary Facility Improvement**

i) The buildings and facilities utilized by the contractor, maintenance and living (living in Afghanistan only), will be Government provided Government Furnished Equipment (GFE). In the event that site development is required for Government owned or contractor leased facilities, contractor personnel shall assist in temporary facility maintenance (examples: storage bin installation, bay door adjustments, etc) in order to meet the mission required of this PWS subject to the limitations of the DoD Financial Management Regulation 7000.14-R (FMR) and as directed by the PCO.

ii) Work covered under this paragraph will be on U.S. Government sites and does not include the acquisition of land or the erection of permanent facilities. Work under this paragraph may include the purchase or lease of temporary facilities to include housing, office, maintenance, and storage facilities; equipment and material to support living, administrative, and maintenance activities; and basic preparation of sites for installation of the temporary facilities. Requirements for the facilities will be developed by the Government as required to meet mission needs. The contractor, with the Government representative, will identify all available Government equipment and material available to meet the site needs before requesting purchase authority for site equipment or material.

iii) This paragraph applies to OCONUS activities only. All OCONUS improvement performed will be incidental to maintenance support operations of the contract.

### **C.1.5.3. Equipment Leasing**

If the contractor requires support equipment (such as vehicles, Material Handling Equipment (MHE), and generators) it will notify the COR to determine if Government provided equipment is available. If Government equipment is not available to support the mission the contractor may lease equipment for operation with the approval of the COR. Material costs and Other Direct Costs (ODCs) will be reimbursed if the PCO determines they are reasonable, allowable, and allocable to perform the tasks in this PWS. The COR must approve the acquisition prior to the initiation of the lease, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to lease equipment, the contractor shall notify the PCO prior to undertaking any action.

### **C.1.5.4. LOGCAP Support**

Sustainment support for the contractor in Afghanistan will be provided through the Logistics Civil Augmentation Program (LOGCAP) program. LOGCAP support will include potable water, gray and black water sewage removal, A/C power, fuel, and force protection (such as T-Walls and Bunkers). If LOGCAP is unavailable, the Government will provide life-support using other providers. For CONUS, OCONUS, and Kuwait performance locations, the contractor is responsible for Life Support, housing and mess.

### **C.1.5.5. Housing and Mess**

i) Afghanistan: Life support facilities to include housing and basic amenities such as mess, showers etc., shall be the responsibility of the Government. Such life support facilities and basic amenities shall also be provided to proposed personnel located in the AOR (with the exception of Kuwait) above the deliverable personnel (i.e., Program Direct and PMO personnel).

ii) CONUS, OCONUS, and Kuwait: Contractor is responsible for Life Support, housing and mess.

iii) Transient Personnel in Kuwait: Transient personnel (those contractor personnel awaiting onward movement via MILAIR) will be provided Government Housing at Ali-Al-Salem, Kuwait. The contractor will be responsible for meals.

## **C.1.6. Material Integration and Modification**

### **C.1.6.1. Technology Insertion and System Integration (MRAP/RCV/SOCOM)**

The contractor shall be required to install Government provided kits or make Government directed modifications to MRAP FOV systems. Work may consist of component replacement, the addition of new features to address emerging threats, application of safety modifications, modifications to improve system design, approved modification for the integration of

new accessories or similar work intended to assist and improve the Warfighter's equipment capabilities or survivability features.

#### **C.1.6.1.1. Upgrade and Modification Services**

The contractor shall provide maintenance and supply support for Government approved engineering and design improvements to include installations of approved kit, trial kits, proto-type kits and analysis-inspection-validation of technical and safety issues as required. The contractor shall install hardware and software, and firmware on specified MRAP FOV systems. Scope shall include installation of mounts, brackets and installation kits. When so required, the contractor shall assist the Government in identifying all equipment and utilities required for installation of such prototype design changes or kits at the installation site, to including GFE special tools, parts and other materials. The contractor shall apply an approach that is cognizant of impact of space and power claims, human factors and similar considerations. Contractor may recommend work-around or application efficiencies based upon knowledge of the systems in order to assure that the design improvement objectives and system criteria requirements are fulfilled; however, the contractor must receive COR approval prior to implementing and changes.

#### **C.1.6.1.2. No Patents or Claims Agreement**

The contractor will not patent nor claim exclusive rights or ownership of any fabricated design resulting from development of a design solution or work-around design being applied by the contractor to an MRAP FOV end-item.

#### **C.1.6.1.3. Value Engineering Process and Submission**

The contractor may recommend vehicle improvements through the Value Engineering program based operational experience gained under this PWS. VE recommendations will be submitted IAW standard Army VE procedures given in CDLR A027, "Value Engineering Process and submission". In proposing VE recommendations the contractor shall apply an approach that is cognizant of impact of space and power claims, human factors and similar considerations. The goal shall be to identify solutions providing improvements in the performance, logistics supportability, system reliability and maintainability.

#### **C.1.6.1.4. Design Management Tracking**

Contractor will receive, document, store and apply all vehicle Modification Work Order (MWO) modifications, product improvements and other configuration changes approved by the Government and indicated by the COR. Configuration changes to any MRAP FOV systems under this contract will be documented and tracked by the contractor IAW Contract Data Requirements List (CDRL) A014, "Design Management Tracking and Design Management Tracking Forms".

### **C.1.7. Packaging and Transportation (MRAP/RCV/SOCOM)**

#### **C.1.7.1. Packaging**

The contractor shall be responsible for packaging and preserving all stored or transported items not shipped or packed by the Government. The contractor shall prepare all documentation and obtain approvals for International shipments that fall under U.S. Customs Regulations. In every case, all Class IX repair parts prepared for shipment, including any Line Replaceable Unit (LRU) or Shop Replaceable Unit (SRU) and component, using standard commercial practice.

For Items declared excess and identified for retrograde to government stockage, items shall be packaged as nearly as possible to original packaging configuration and marked with original part number, National Stock Number, package quantity, unit price and condition code. Items shall be neatly packed in Tri-walls, crates, and/or containers; and grouped with other parts for the same platform to the extent practical. The final shipping container shall be marked with a final destination placard, as provided by the government, in a weather safe pouch, and tagged with an approved RFID tag. Container number, description and RFID tag number shall be reported to the government for tracking.

Contractor shall utilize DA Form 1574 for serviceable items and DA Form 1577 for unserviceable items. Item with the same part number (NSN) maybe be bundled and shipped with a single tag that includes number of items in shipment.

#### **C.1.7.2. Transportation**

- i) Contractor will coordinate inbound and outbound cargo shipments to include retrograde material. The contractor will provide Logistics technicians at Regional Support Centers [MRAP], Theater Support Centers and Hubs, Maintenance Sustainment Centers, Nodes, and Regional Support Activities (RSA) [RCV/SOCOM] in the AOR. Personnel must be proficient in cargo processing for Class III POL, Class VII Major Items and Class IX Secondary Items arriving directly into Theater. Contractor will work with local Military Surface Deployment and Distribution Command (SDDC) Detachments at the ports to meet shipments. Coordination with SDDC includes validating cargo contents, cargo destinations, burning required RF tags, as required, and manifest of RCV and SOCOM cargo forward for further transport to final destinations by either air or convoy, as available or as otherwise directed. Shipping: Shipping within the AOR will be accomplished by military transport. Shipments by commercial carrier shall be justified by the contractor and requires prior approval by the COR or GTR.
- ii) Contractor personnel will be knowledgeable of and comply with Defense Transportation Regulation (DoD 4500.9-R), International regulations covered included the International Maritime Dangerous Goods Code, and the International Commercial Air Transport Associations Dangerous Goods Regulations. United States regulations covered included the Department of Transportation (DOT) 49 Code of Federal Regulations (CFR).

##### **C.1.7.2.1. Material Handling Equipment Operations**

- Contractor shall provide material handlers operating forklifts and other material delivery equipment as required delivering parts and materials to the repair bays as well as removing material from the bays to the recovery area for determining whether it is scrap or recoverable for repair or restocking.
- Contractor shall transport, using GFE vehicles, Class IX, retrofit, and Class IV material from the local Supply Support Activity (SSA), Regional Support Activities (RSA), or Staging areas to Forward Operating Bases (FOB).
- Contractor shall provide POL delivery to support maintenance, modification and repair activities.

#### **C.1.8. Maintenance (MRAP/RCV/SOCOM)**

Maintenance Action Decision Flow is shown at Attachment 4, Section J.

##### **C.1.8.1. Definitions**

###### **C.1.8.1.1. Organizational Level Maintenance: USMC**

The intent of organizational level maintenance is sustaining equipment in a mission capable status and is both preventive and corrective in nature. Organizational level maintenance includes expeditious assessment and maintenance conducted under battlefield conditions. Organizational level maintenance normally entails inventory, cleaning, inspecting, preserving, lubricating, adjusting and testing as well as replacing parts and components with common shop tools per Individual Training Standards (ITS) or Training and Readiness Events (TRE) and technical publications.

#### **C.1.8.1.2. Field Maintenance: Army (MRAP/RCV/SOCOM)**

Field Maintenance is focused on returning a weapon system to an operational status. The field maintenance level accomplishes this mission by fault isolating and replacing the failed component, assembly, or module on the weapon system. Field maintenance is synonymous with “on system” and “replace forward.” The intent of this level is to replace the failed component, assembly, or module that returns the system to an operational status supporting the Tactical Commander’s needs. The field maintenance level would exchange the failed component, assembly, or module for a functional component, assembly, or module from the Supply Support Activity (SSA), Reference: FM 4-30.3 Para. 8-6.

#### **C.1.8.1.3. Field Level Maintenance: USMC**

The intent of Field Level maintenance is to return equipment to a mission capable status and is both preventive and corrective in nature. Field level maintenance actions include inspection, in-depth diagnosis, modification, replacement, adjustment, and limited repair or evacuation and disposal of principal end items and their selected repairables and components or subcomponents. Field level maintenance also includes calibration of components and subsystems. The contractor will be responsible for calibrating and maintaining of test, measurement and diagnostic equipment (TMDE). Field level Maintenance will include fabrication of items, precision machining, and various methods of welding. Field level maintenance is performed by specially trained mechanics and technicians per individual training standards (ITS) or training and readiness events (TRE) and technical publications.

#### **C.1.8.1.4. Sustainment Level Maintenance: Army (MRAP/RCV/SOCOM)**

Sustainment maintenance is focused on repairing components, assemblies, modules, and end items in support of the supply system. Sustainment maintenance is synonymous with “off system” and “repair rear.” The intent of this level is to perform commodity-oriented repairs on all supported items to one standard that provides a consistent and measurable level of reliability. The sustainment maintenance function can be employed at any point in the distribution pipeline. While normally conducted from CONUS locations the battlefield Operating Tempo (OPTEMPO) has dictated that sustainment maintenance activities be located closer to the battlefield to improve support, Reference: FM 4-30.3 Para. 8-6. Battle Damage Assessment Repair (BDAR) is conducted at the Sustainment Level.

MRAP Sustainment Level and Battle Damage Assessment and Repair Process at the MSF and RSAs is detailed at Appendix A.

#### **C.1.8.1.5. Battle Damage Assessment and Repair (BDAR): (MRAP/RCV/SOCOM/Prophet)**

BDAR procedures are used to inspect damaged equipment to determine the extent of damage, to categorize the equipment according to the type of repairs required, identify any security issues with regard to the storage and repair of the vehicle (IAW the MRAP Security Classification Guide (SCG)), and to develop a plan of action for each item. Priorities for repair of battle-damaged systems are as follows:

- i) Most essential for completion of the immediate mission.
- ii) Can be repaired in the least amount of time.
- iii) Repairable but not in time to continue the immediate mission.



BDAR uses emergency expedient repairs to return the system to fully or partially mission-capable status. All operations must be conducted as safely as possible. More details about BDAR procedures can be found in field manual (FM) 9-43-2, Reference FM 4-30.3, Para. 3-38 and 3-39, for USMC, MCRP 4-11.4A: Battlefield Damage Assessment and Repair and, and TB-9-2355-328-40 - Inspection and Corrective Repair Action Procedure for Mine Resistant Vehicles will be used for RCV/SOCOM vehicles.

### **C.1.8.2. Repair Standards**

- i) Vehicle Repair: Unless directed by the COR, repair requirements of this contract are to a Fully-Mission-Capable (FMC) Status, less any "cosmetic" repair requirements. For the purpose of the work requirements of this PWS, Fully Mission Capable is defined as: Systems and equipment that are safe to operate and have all mission-essential subsystems installed and operating properly as designated by applicable Army Technical Manuals or Commercial Manuals provided by the Government. Additionally, an FMC Vehicle has no faults that are listed in the "not fully mission capable or ready if column" of the Technical Manual, Electronic Technical Manual (TM/ETM) Operator (-10 or equivalent), and Field Maintenance (-20 manual or equivalent) series Preventative Maintenance Check System (PMCS) Tables. If DA approved TMs are not available for the vehicle, the contractor will use the standards of AR 385-10 provisions that apply to the vehicle or system or its sub-system required by AR 700-138 (Reference AR 750-1, Section II).
- ii) Vehicle Subsystem and Component Repair: Contractor shall repair all subsystems and components removed from vehicles repaired by the contractor where the subsystem/component is designated as repairable in the applicable Army Technical Manuals or Commercial Manuals provided by the Government when the repair does not exceed the cost of a new subsystem or component, see para. C.1.8.4.

#### **C.1.8.2.1. Additional Repair Standards Requirements (SOCOM only)**

In addition to the requirements above, SOCOM vehicle systems repair standards also include the following requirements (Reference: AR 750-1 Para 3.2.b subparagraphs 2 thru 7).

- i) All faults are identified following prescribed intervals using the "items to be checked" column of the applicable Operator (-10 or equivalent) and Field Maintenance (-20 manual or equivalent) series PMCS tables.
- ii) All repairs, services, and other related work that will correct field-level equipment or materiel faults for which the required parts or supplies are available have been completed in accordance with DA PAM 750-8 or DA PAM 738-751.
- iii) Parts and supplies required to complete the corrective actions, but which are not available in the unit, are on a valid funded requisition in accordance with AR 710-2.
- iv) Corrective actions that are not authorized at field level by the Maintenance Allocation Chart (MAC) must be on a valid support maintenance request (DA Form 5990-E and DA Form 2407).
- v) Scheduled services are performed at the service interval required by the applicable technical publication. Because of competing mission requirements, units are authorized a 10 percent variance when performing scheduled services. Procedures to apply this variance are found in DA PAM 750-8 for ground equipment.
- vi) All routine, urgent, and emergency Modification Work Orders (MWO) are applied to equipment in accordance with AR 750-10. In addition, actions required by one-time safety-of-use messages and emergency safety-of-flight messages are completed per AR 750-6 and AR 95-1.

### **C.1.8.3. Repair Cycle Time (RCT)**

Repair cycle time represents time spent in the shop undergoing inspection, repair, or service. It is the primary component that measures actual maintenance performance rather than detractors to performance. RCT Report will be prepared and submitted IAW CDRL A020. RCT performance objective is a turnaround time not-to-exceed-15-days on average over a 60 day



time period. The 15-days-or-less average performance objective for Theater is to be monitored and reported by Regional Support Centers and Activities (RSC/RSA) for systems assigned and will be reported at monthly IPRs.

- i) For MRAP repairs RCT will not include Non Mission Capable Supply (NMCS) time in the calculation.

#### **C.1.8.4. Component Repairs and Return to Stock (MRAP/RCV/SOCOM)**

Class IX reparable components replaced during repairs will be repaired and returned to stock or turned in for disposal (notification to COR that parts are available) within 90 days of removal 95% of the time.

#### **C.1.8.5. Vehicles Returned for Faulty Repair (MRAP/RCV/SOCOM)**

No more than 5% of the vehicles returned to the Government FMC will be returned to the contractor, when the work was performed by the contractor, for the same failure in less than 200 hours of operation (Battle Damage return incidents and fair wear and tear items such as tires and batteries, unless related to a system problem, are not considered for the purposes of this metric).

#### **C.1.8.6. Logistics Management Information (LMI) Data Products (MRAP/RCV/SOCOM)**

Contractors are required to report maintenance, supply, repair and reset data to the Logistic Support Activity (LOGSA) to maintain visibility of maintenance and repair performed on Army equipment and components.

##### **C.1.8.6.1. Requirements for Reporting of Data on Contractor Performed Maintenance.**

The contractor shall provide open and closed work order maintenance and repair data for all vehicles, equipment, and components maintained, repaired or reset as required by this contract in accordance with this Statement of Work, and Logistics Management Information Data Product requirements of Paragraph 1.8.6.3.

The contractor shall report the required data through Standard Army Automation Management Information Systems (STAMIS). The primary STAMIS used to document maintenance and repair parts activities under this contract is the Standard Army Maintenance System Level 1 and 2 Enhanced (SAMS-1E and SAMS-2E).

When the contractor orders repair parts by exception only IAW Paragraph C.1.9.3.2.c, they shall report the data in the AHOD1F and AHN4CD SAMS-1 data format specified at Appendix A and Data Dictionary in Appendix B, which describes the data elements and indicates which data elements are mandatory, need if available and not important.

##### **C.1.8.6.2. File transfer Demonstration**

The contractor shall demonstrate the data transfer method by conducting a successful transfer of test data to LOGSA. Should the first test fail, the contractor shall continue transfer tests until a successful transfer has been achieved and documented approval by LOGSA is received by the contractor. The contractor shall successfully complete all data transfer testing before the first set of weekly reports are due.

##### **C.1.8.6.3. Reference data requirements**

The contractor shall provide the following information in writing or via e-mail, to the LOGSA addressee in, Block 14a of CDRL A036, Logistics Management Information Data Product, within seven days after contract award and weekly thereafter:

- i) Method for data transfers.
- ii) The data elements that will be provided. If the contractor will have difficulty providing certain data elements they shall contact LOGSA.
- iii) The selected reporting period. The contractor shall select the start day of the week that will comprise the weekly reporting period. The selected weekly reporting period shall remain the same for the duration of the contract.

#### **C.1.8.6.4. Data Maintenance**

The contractor shall work with LOGSA to establish, document, and maintain the procedures to be used for the LOGSA approved data transfer method throughout the life of the contract.

### **C.1.9. Supply (MRAP/RCV/SOCOM/USMC)**

#### **C.1.9.1. Government Property (GP, FAR 52.245-1) [Government Furnished Equipment (GFE), Government Furnished Material (GFM), and Contractor Acquired Property (CAP)] (MRAP/RCV/SOCOM/USMC)**

Government property (GP) is all property owned or leased by the Government. Government property includes Government Furnished Equipment (GFE), Government Furnished Materials (GFM) and Contractor Acquired Property (CAP) are all terms referring to property of the U.S. Government provided to the contractor for use in the conduct of the contract's requirements and which must be inventoried, reported and returned to the Government upon completion of the contract. For the purpose of this contract and unless otherwise specified, all references to GFE herein is inclusive of GFM, CAP and like property purchased by the Government for temporary use by the contractor, during performance under the subject contract. The contractor shall comply with FAR 52-245-1, Government Property for the receipt, storage, handling and disposition of all Government Property. The contractor shall develop, maintain, and provide an inventory listing with status of all GFE, utilizing a Property Book Unit Supply Enhanced (PBUSE) compliant inventory accountability system (Army Accountability Systems, AR 735-3 Para 2.5 will be complied with 100% of the time), per requirements of CDRL A005, "Inventory and Status and Condition of Government Furnished Equipment" for AMS/SOCOM and A038 "CAP/GFE/GFP (Excluding Consumables & Spare/Repair Parts)" for MRAP. These purchases are reimbursable as an ODC's; see Paragraph C.1.9.5 for guidance on Other Direct Costs.

##### **C.1.9.1.1. GFE Requirements**

The contractor will be provided with, diagnostic equipment shop support as currently owned by the Government and in use as GFE within the AOR. When requirements for support equipment arise, the contractor will notify the Government of the need and annotate a request to the Government to provide the GFE. GFE shall be provided at the request of the contractor to support individual projects. If GFE and GFM property required is not provided directly by the Government, the COR has authority to approve contractor purchase of the needed property as Contractor Acquired Property (CAP).

GFE, GFM, and Government Furnished Information (GFI) is identified in Attachment 9, Section J. Items in Attachment 9 include but are not limited to SAMS-E, tools, tool sets, TMDE, Defense Switched Network (DSN) lines, internet connectivity, Secret Internet Protocol Router (SIPR) access, Draft DA Technical Manuals, Commercial Off-the-Shelf Technical Manuals as well as computer-based diagnostic test equipment among others, as specific projects dictate.

**C.1.9.1.2. Software Purchases (MRAP/RCV/SOCOM/USMC)**

Any software purchase will be pre-approved by the COR and shall be purchased within the licensing agreement of the producer. Integrity of the software shall be maintained by agreement with the licensing producer. Any software to be loaded on computers attached to any Government network must be compliant with Government IT requirements for software on the system. The COR must approve the acquisition prior to purchase, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to procure an item, the contractor shall notify the PCO prior to undertaking any action.

**C.1.9.1.3. Contractor Care and Maintenance of Government Property (MRAP/RCV/SOCOM/USMC)**

All GP will be inventoried by the contractor, as documented in the contractor's written Government Property procedures, and signed for by an authorized representative of the contractor holding signature authority for that entity under the contract. All property inventories will also be maintained in accordance with FAR 52.245-1.

Beyond reasonable wear and tear, the contractor will be responsible for preventing unnecessary damage to Government Property in accordance with AR 735-5 Para 2.5 (Policies and Procedures for Property Accountability). All such property will be returned to the Government or to a Government designated beneficiary following completion of the terms of this contract.

Disposal will be IAW FAR 52.245-1(j) Government Property Disposal. The following process will be used for disposal of material under this PWS.

- i) The contractor will determine the serviceability of residual materials from maintenance activities and take the necessary actions that would be in the best interest of the government.
- ii) For unserviceable but repairable materials, the contractor will make the required repairs to return it to a serviceable condition, if capabilities exist. [see Paragraph C.1.8.4]
- iii) If no repair capabilities exist, the contractor will turn in the material to the nearest servicing Supply Support Activity.
- iv) For unserviceable and un-repairable residual material, including maintenance scrap and Petroleum, Oil and Lubricants (POL) the contractor may dispose of material directly to the DRMO or HAZMAT locations, see Paragraphs C.1.2.3.1 and C.1.2.3.3.
- v) In OEF, all excess inventories shall be disposed of according to US Army country Directives/FRAGOs or to established turn in facilities to include DLA Disposition Services Sites, SSA Retro Sort yards or camp laydown yards.
- vi) For turn in of all government property, the contractor will generate and maintain disposal documentation such as signed/stamped DD 1348-1, DA2765-1 or a disposal document on company letterhead signed by both the company and the military representatives at the camp laydown yard.

vii) Completed documentation shall be retained for a period of one year after end of contract and will be provided to the Government IAW CDRL A037.

#### **C.1.9.1.4. Pilferage Prevention (MRAP/RCV/SOCOM/USMC)**

The contractor will maintain inventories in a secure location provided by the Government. Contractor shall establish procedures to minimize or prevent pilferage. This applies to both GFM-GFE as well as to Class IX repair parts storage.

#### **C.1.9.1.5. Fuel and Petroleum-Oil-Lubricants (POL) (MRAP/RCV/SOCOM/USMC)**

- i) In the performance of this contract, the contractor is authorized to obtain MRAP FOV fuel and POL, at no expense, from Government fuel points.
- ii) In Afghanistan, in the performance of this contract, the contractor is authorized to obtain fuel and POL at Government Fuel Points for contractor owned and leased vehicles, government vehicles operated by the contractor, and equipment used by the contractor in support of work under this contract.

#### **C.1.9.1.6. Legacy GFE/GFM/CAP (MRAP/RCV/SOCOM/USMC)**

Existing available stocks of GFE, GFM, and CAP, which may not be all inclusive of material required to accomplish this effort, shall be provided as defined by the contract, see Attachment 9, Appendix J.

### **C.1.9.2. Battle Loss Equipment and Equipment Disposal (MRAP/RCV/SOCOM)**

#### **C.1.9.2.1. MRAP/RCV Requirements**

Battle damaged vehicles will be inspected by the PM Forward, owning unit, and contractor. Work that exceeds standard capacity, skills, tools or abilities of the contractor due to excessive battle damage will be reported by the PM Forward to the TACOM LCMC and PMO for final disposition. Vehicle disposition instructions for transfer of the vehicle from the owning unit's PBUSE property book to PM AMS (for RCV) and AFSB (for MRAP) for transfer to CONUS or to the nearest regional DRMO will be provided by the Government Program Management Office.

With the exception of SOCOM vehicles, in the event a vehicle has severe blast damage so as to be labor-intensive but can be repaired, the vehicle will be set aside for transfer from the unit's property books to (Theater) AFSB ownership until the long-term repairs can be accomplished. Such vehicles are not to be included in the contractor's RCT performance metrics as outlined in Paragraph C.1.14.4.4. SOCOM Vehicles, which are severely damaged, will remain on the owning unit's property books until disposition has been received and executed.

#### **C.1.9.2.2. SOCOM Requirements**

Work that exceeds standard capacity, skills, tools or abilities of the contractor due to excessive battle damage will be reported to the COR. The contractor shall notify the COR if vehicles are determined to be damaged beyond repair and will request vehicle disposition instructions. The COR will provide guidance on the disposition of the vehicle. The vehicle will remain on the unit's property book but not count against contractor performance.

#### **C.1.9.2.3. Collation and OGA Vehicles**

Battle damaged vehicles (not owned by the US DOD) will be inspected by the PM Forward, Collation or OGA owning organization, and contractor. Work that exceeds standard capacity, skills, tools or abilities of the contractor due to excessive battle damage will be reported by the PM Forward to the TACOM LCMC and PMO for final disposition. The contractor shall notify the COR if vehicles are determined to be damaged beyond repair and will request vehicle disposition instructions. The COR will provide guidance on the disposition of the vehicle.

### **C.1.9.3. Supply Support**

#### **C.1.9.3.1. Repair Parts Supply and Management: (RCV/SOCOM)**

An initial stock of all service kits, repair parts and service parts will be provided to the contractor as GFE (see Attachment 9, Section J).

The contractor's logistics support services shall include inventory, accountability, and management of Class III and IX repair parts needed to maintain equipment assigned to each service location. The contractor will provide Maintenance Management System Specialists knowledgeable in use of Army STAMIS Systems (SAMS-E). STAMIS will be used for all Equipment Maintenance Repair, Shop Stock List and Bench Stock List Management and Data Reporting procedures.

All work orders, regardless of source of supply for repair parts, will be opened and maintained per SAMS-E and documentation and reporting requirements. STAMIS will also be used for all requisitioning processes and procedures through the Standard Army Retail Supply System (SARSS) at Supply Support Activity (SSA's). Repair Part requisitioning will be accomplished through normal Army supply channels as a mandatory first preference. This requirement applies to all parts assigned National Stock Numbers (NSN). Such parts are to be requisitioned each time the part is required, regardless of its known stock status.

Contractor Logistics Support operations for below-depot level repairs of battle damaged equipment may require accomplishment of substantial repairs at the Field and Sustainment Levels. For this reason, on-hand authorizations of repair parts to be inventoried, maintained and accounted for by the contractor, must be commensurate with these higher level demands. Contractor on-hand Theater Authorized Shop Stock List (SSL) and Bench Stock lists (BSL) will be based upon historic requirements. RSC and FSF/AOB SSL/BSL is loaded and issued through the SAMS-1E at each site's location. SSL and BSL will be replenished through the Army supply system for items with NSN's and by Commercial Vendors for Non-NSN items. The contractor will maintain a parts inventory management system that tracks maintenance and supply actions, inventory status, parts usage and demand history and will take action to maintain established parts inventory levels commensurate to mission requirements. For parts not available from the local or regional Supply Support Activities the contractor will take action to obtain parts by exception, see paragraph C.1.9.3.2.c. All SSL and BSL assets will be inventoried, preserved, monitored and maintained by the contractor so as to ensure availability of repair parts for the accomplishment of all essential repairs.

- a. Capturing Demand Data: It is important that the Government capture demand data for all Class IX repair parts with NSNs. For this reason, requisitions for items with NSN, per the above parameters, must be 'each time' the part is required. This is in order to allow the supply system to capture each requisition for the item as a demand, as well as to facilitate action to ensure future availability of the item through normal Army Supply Channels (See Paragraph C.1.9.3.3.1).
- b. Point-of-Requirement: All parts with NSNs will be requisitioned through SAMS-E. This will be accomplished at the point-of-requirement if a SAMS-E box is available. Point-of-requirement is defined as the actual service location at which the part is needed, whether that location is at the RSC Level or at the FSF and AOB Level. If a SAMS-E box is not available the part will be ordered through a SAMS-E box at the closest facility to the point-of-requirement.

Order by Exception (Off-line Requisitions): The contractor shall document (in their Management Plan) and maintain procedures for off-line requisitioning of parts directly from the part's manufacturing source-of-supply. Such requisitions will require approval from the COR prior to the contractor ordering the part, and will be accomplished

only by exception and authorized only when the part in question has no NSN or is not readily available in the Army supply system (Estimated Ship Date exceeds 30 days from the requisition date). Exception ordering will be done only when documented with the supply system reject as not in the system or the lead time will result in inability of the contractor to meet the performance objectives of the PWS. The supply status and ESD will be recorded with the voucher for the part when submitted for reimbursement. Insufficient justification will result in non-payment for the item.

- c. STAMIS Automation: Standard Army Maintenance Information Systems (STAMIS) computer equipment and the corresponding software required for use by the contractor for processing equipment status and parts requisitions is provided by the Government as GFE. Such equipment includes Standard Army Maintenance System-1 Enhanced (SAMS-1E), Standard Army Maintenance Systems-2 Enhanced (SAMS-2E), and compatible printers. If required, the contractor may contact Combined Arms Support Command (CASCOM) (Fort Lee) for courses in SARSS and STAMIS operation and processes or directly to the Army Material Command (AMC) Theater support contractor for SAMS-E System. Systems support and technical resources for SAMS-E will be provided by STAMIS FSRs on contract to TACOM.

#### **C.1.9.3.2. Parts Inventory Management: (RCV/SOCOM only, in the AOR)**

##### **C.1.9.3.2.1. Automated Parts Management**

Requisitioning of non-standard, non-NSN parts is an example of data management requirements outside of STAMIS. Contractor personnel, therefore, will be required to work within parameters of STAMIS for standard parts requisition and equipment status and readiness reporting as well as within an independent, contractor database that can facilitate the contractor's requisition and replenishment of non-standard, non-NSN parts and provide automated, near real-time alerts and asset visibility to both contractor and Government managers. The contractor will automate transfer of performance metrics of the Army's supply support as part of applicable parts delivery performance indicators-Repair Cycle Time and Purchase Order Wait Time (POWT) (Para 1.14.5.1.5).

The contractor will provide a list of parts acquired outside the Government supply system IAW .

##### **C.1.9.3.2.2. File Maintenance**

The contractor shall provide sufficient staff, adequately trained, to ensure the prompt and timely input of required requisitions, through SAMS-E or AWRDS to the Army Supply System as well as through OEM sources of supply, non-OEM sources of supply, or contractor managed component remanufacturing. This applies to both Theater and CONUS personnel. Staff should also be sufficient to maintain the database files, enter equipment readiness and requisition status and other data entry requirements. No data maintenance input element will be delayed for a period of time greater than three working days.

##### **C.1.9.3.2.3. Managing Authorized Stockage List (ASL)**

- i) The ASL, for the purpose of this PWS, represents the common use or high demand items required to sustain the MRAP FOV fleet based on historical demand. A recommended list based on historical data and current stockage will be provided to the contractor at the start of work meeting (C.1.9.3.3.4 and C.1.14.1). This list will be reviewed and revalidated at each quarterly review C.1.14.3.3.
- ii) The contractor will ensure that common use or high demand repair parts are stocked at each repair facility in adequate quantities. Although not all inclusive, some examples of these repair parts are: tire assemblies, vehicular glass, alternators, starters, engine belts, belt tensioners, filters, petroleum products, exhaust components, brake components, and steering and suspension components. Furthermore, the contractor will ensure that all required repair parts are



distributed to support OPTEMPO and the performance objectives of this PWS throughout the different required repair facilities.

iii) The contractor shall review demand history weekly and present to the Government a list of recommended additions or deletions each quarter (90-days) per CDRL A004, "Demand History Report and ASL Management Report." The contractor shall maintain records of parts on-hand in a database capable of providing gross listings as well as detailed lists for individual RCV/SOCOM Repair sites. The contractor shall also report actual fill rates per month per system. Reporting shall also include lists of actual fill parts, all ASL parts shortfalls, parts outstanding and Expected Fill Date (EFD).

iv) The contractor will provide a monthly report with real-time percentages of Stock Fill, all items ordered, items received through the Government supply system, those rejected or excessive lead time in the Government supply system, and those items purchased directly from OEM and other suppliers in accordance with paragraph C.1.9.3.3.5, "Work Order Fill rates by ASL for Zero Balances" and "Monthly Contractor Performance Report." The contractor is not responsible for DLA-managed ASL stock availability. The contractor is not tasked to track the status of DLA-managed stock availability.

#### **C.1.9.3.2.4. Initial ASL Inventory**

Initial ASL for this contract shall consist of the ASL inventoried and transferred from the legacy contract. The contractor shall maintain a quality database system providing real-time automated inventories of all RCV/SOCOM Theater ASL and Regional ASL parts.

#### **C.1.9.3.2.5. Work Order Fill Rate (RCV Only)**

The contractor will identify the percentage and individual items of ASL lines at zero balance separately for Afghanistan.

#### **C.1.9.3.3. Repair Parts Supply and Management: (RCV/SOCOM only in CONUS and OCONUS)**

When parts are required to support maintenance and training provided at CONUS and OCONUS locations the contractor will first request parts from the supported unit or activity with a DA 2404. If the parts are not available from the unit or activity being supported the contractor will order the parts from the OEM or other commercial source.

- Pre Deployment Training Asset Equipment Support: Supply support for vehicles in use for Pre Deployment Training. Contractor will first request parts from the supported unit or activity. If the parts are not available in a timely manner to repair the vehicle the contractor will determine if the parts exist within their AOR ASL inventory. If the part is not available to support the training requirement in the ASL the contractor will order the parts from the OEM or other qualified commercial supplier with approval from the COR.

#### **C.1.9.4. Retrograde Operation**

v) The contractor will support retrograde operations. Retrograde operations include all necessary activities to prepare Class III, VII, and IX items for shipping IAW all shipping requirements. This includes the cleaning, wrapping, packaging, and shipping of spare parts and vehicle systems.

vi) The contractor will track retrograde material inter and intra-theater for material in the AOR.

vii) The contractor will analyze and document the level of repair parts and materiel (GFE and GFM and CAP) as the vehicle fleets decrease in the AOR due to drawdown or retrograde operations.

#### **C.1.9.5. Other Direct Costs (ODC)**

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i) During the execution of the work in this PWS the contractor shall be required to purchase or lease goods and services. Items considered ODC include GEF and GFM items not available from the Government such as tools, diagnostics equipment, and hardware (Paragraph C.1.9.1); bar code makers (For IUID Marking); Packaging and Shipping (Paragraph C.1.7.1); Temporary Facilities Services (Paragraph C.1.5.2); mandatory contract requirements to include Drug Testing and Parts and materials to support repair of the vehicles.

ii) Purchase or lease of Accountable Property (AR 710-2 Chapter 2, Section II, defines the criteria for Accountable items) to include tools, diagnostics equipment, and hardware (Paragraph C.1.9) and bar code makers (for IUID Marking) may be made by the contractor after prior approval and verification with the COR that they are from the Government. Cost will be reimbursed as an ODC under the contract. The COR must approve the acquisition prior to purchase, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to procure an item, the contractor shall notify the PCO prior to undertaking any action.

iii) Cost for Shipping (Paragraph C.1.7) and Temporary Facilities Services (C.1.5.2) will require prior approval from the COR. The contractor will be reimbursed under the ODC line. The COR must approve the acquisition prior to purchase, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to procure an item, the contractor shall notify the PCO prior to undertaking any action.

iv) Service parts (RCV/SOCOM Only, Paragraph C.1.9.3), bench stock, administrative materials, and other material for repair and service of vehicles will be acquired through the standard Army System unless determined to be unavailable or lead-time would adversely impact fleet readiness. If determined to be unavailable or would impact readiness the contractor will direct purchase the material and be reimbursed as an ODC under the contractor. Exception ordering will be done only when documented with the supply system reject as not in the system or the lead time will result in inability of the contractor to meet the performance objectives of this PWS. In either case the supply report documenting the "not in the supply system", not on hand, or excessive lead time will be recorded with the voucher for the part when submitted for reimbursement. Insufficient justification will result in non-payment for the item.

#### **C.1.9.6. Cost Allocation**

The contractor will establish a process whereby all direct and indirect cost will be allocated to specific vehicles being repaired or fleet being supported consistent with the contractors approved accounting system.

#### **C.1.9.7. Reserved**

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#### **C.1.9.8. Controlled Substitution**

For parts taken from vehicles being repaired, the contractor shall requisition replacement parts through the SAMS-E system. When material is used from a vehicle awaiting repair the contractor shall update the DA 2404 for the vehicle the part was taken from showing the items removed and update the SAMS-E report. The vehicles' Vehicle Folder shall be annotated that the part was taken for controlled substitution. A controlled substitution report shall be submitted IAW CDRL A013 for all parts used in the repair of a vehicle not received through the government supply system or through an approved purchase by the contractor. These sources shall include vehicles awaiting repair, vehicles awaiting disposition, and Class IX parts/assemblies.

All controlled substitution actions shall be preapproved by the Government site lead or GTM (MRAP Only).

**C.1.10. Training: (MRAP/RCV/SOCOM)**

- i) Theater training requirements will be on an ad hoc basis, and non-interference basis with the repair and sustainment of the vehicles with the approval of the COR. The contractor will utilize service mechanics (Trainer and Maintainer and Certified Welder Labor categories) in order to accomplish training. All trainer personnel are to serve primarily as active, fully-engaged mechanics when not otherwise directly engaged in providing training services. The COR must approve the training prior to implementation, but in no event is the contractor authorized to incur costs greater than the amount obligated on the applicable CLIN. In the event the contractor needs additional funding to provide training, the contractor shall notify the PCO prior to undertaking any action.
- ii) Contractor repair locations are also required to maintain open training invitations, offering on-the-job training for military personnel, or TACOM Logistics Assistance Representatives (LAR) in any unit desiring such training. Contractors will support requests for military personnel, or TACOM Logistics Assistance Representatives (LAR) to observe or to directly participate as active, hands-on mechanics in accomplishing equipment maintenance and services. Requests by units or other Government personnel will be made through the COR for the contract. Such training is an exception but is not to be inordinately disruptive to the contractor's day-to-day operations. The contractor will notify the COR if such training is or may impact the ability to maintain the FMC of the fleet, or conduct safe operations.
- iii) The contractor may reference Government furnished training plans, formal POI and related materials.
- iv) Current MRAP Training material is available at <https://www.us.army.mil/suite/page/601667>.

**C.1.10.1. Planned On-the Job Training (OJT) (MRAP/RCV/SOCOM)**

This training will include BDAR (IED damage) and specialized training to include MRAP FOV hull welding repairs for US Army MOS 44B Bravo certified welders, USMC MOS 1316 metal workers, or certified IAW the welder's labor category requirements (Attachment 8, Section J), experienced welders when and where directed. With prior approval of COR, battle damage repairs and welding training will be available as OJT. Approved and qualified military and LAR personnel seeking such training will 'learn-by-doing.' Students will work alongside contractor personnel as active participants in performing repairs.

**C.1.10.2. New Equipment Training, NET (MRAP/RCV)**

The contractor shall, as directed by the COR, conduct operation and maintenance training for both sustainment systems as well as new equipment training (NET) and shall assist in the training of U.S. forces as well as foreign coalition partners. This training will be scheduled in advance and will not be conducted as to impact vehicle FMC requirements. Programs of Instruction will be provided by the Government for NET training. Training will be basic, addressing equipment operation, maintenance, PMCS, lubrication, troubleshooting and some vehicle service fundamentals such as battery and filter services, caging of air brakes and approved recovery procedures. Training shall be conducted by the Trainer and Maintainer (see Attachment 8, Section J). Trainer and Maintainers will also be required to participate in vehicle repairs.

**C.1.11. De-processing and Fielding****C.1.11.1. De-processing and Fielding: (MRAP/RCV/SOCOM)**

As required, the contractor shall perform system de-processing efforts in order to prepare new equipment for fielding to the gaining unit. De-processing is the process of preparing the vehicles for issue to the gaining unit. Specific tasks shall include training schedule coordination with gaining units, maintenance of the New Equipment Training Team (NETT) during NET events, equipment handoff facilitation and Total Package Fielding (TPF) instruction and implementation.

Additionally, the contractor shall assist in the accomplishment of new equipment fielding by providing transportation management for major items, receipt and inspection, de-processing, equipment assembly (Service Upon Receipt) and equipment preparation for shipment. Transportation management, as applied herein, refers to contractor assistance to the Government in arranging transportation. It does not mean that the contractor will be held fully or solely responsible for transportation. The contractor shall make pre-fielding coordination between the gaining unit and the PM fielding representative(s). Such services will include the tracking of system shipments as well as receipt of system shipments to the fielding site.

## **C.1.12. Quality Requirements**

### **C.1.12.1. Quality Control**

- i) The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's Quality Control Program shall be equivalent to the American National Standards Institute (ANSI) and American Society for Quality Control (ASQC) Q9001, International Standards Organization (ISO) 9001. The contractor shall submit a Quality Control Program Plan IAW CDRL A017. The Government reserves the right to perform quality audits at the prime contractor and sub-contractors' facilities as deemed necessary.
- ii) The Quality Control Program Plan will consider Process Control Plans to ensure compliance with the requirements in this contract. Special or key characteristics, whether identified by the Government or the contractor, must be used in the development of the quality metric control points. The contractor must also include specific response plans when any undesirable measurement result is obtained. The response plans, in conjunction with the inspection, test frequency shall ensure that zero suspect material leaves the contractor's facility in the event of an undesirable measurement. The control plans shall be treated as a living document and shall always reflect the current process. Control plans should be controlled documents and retained for the life of the contract. These must be made available for the Government to examine.

#### **C.1.12.1.1. Quality Management System**

##### **C.1.12.1.1.1. Quality Planning**

The contractor shall establish Product Quality Plans and Control Plans that define the steps necessary to ensure that the product meets the Government's needs and expectations. The contractor shall assign responsibility for organizing a cross-functional team to a member of their own management staff. The cross functional team shall use a multi-disciplinary approach for decision making that utilizes Advanced Product Quality Planning and Control Plan techniques that ultimately define and document how the requirements for quality will be met. Team actions shall include:

- Development of Control Plans
- Utilization of analytical tools for maintenance and production phases to facilitate quality improvement
- Development of metrics and targets
- Development of reporting format(s) and reporting protocol
- Development of Quality management structure
- Tool and equipment calibration process and schedule

Each action shall be documented and be available for review at the Government's discretion.

**C.1.12.1.1.2. Quality Communication (MRAP Only)**

At a minimum, the contractor shall schedule and participate in weekly Quality Assurance Meetings (QAMs). At minimum, the meeting attendees shall consist of representatives from The contractor's onsite quality organization and JPO MRAP Quality Assurance lead with the level of responsibility and authority necessary to effect root cause corrective actions and to ensure that the root cause(s) of nonconforming material (product and process) has been identified and that corrective and preventative actions are timely and effective. The contractor will be responsible for publishing agenda and minutes of the meetings and distributing IAWCDRL A024.

**C.1.12.1.1.3. Inspection Requirements (MRAP Only)****C.1.12.1.1.3.1. Incoming Inspection**

Contractor shall conduct Initial (incoming) inspection of vehicles inducted for maintenance at an RSA, inspection results to be recorded on DA Form 2404/DA form 5988-E.

**C.1.12.1.1.3.2. Final Inspection**

Results of final inspections conducted by the government are recorded on the Final Inspection Record (FIR). A copy of the FIR per MRAP variant will be provided to the CLSS contractor at the Start of Work meeting as this determines the conditions to be met by the CLSS contractor for final acceptance of completed vehicle repairs.

**C.1.12.1.2. Welding Requirements**

The following references will be used for repair of battle damage on the MRAP FOV.

- RCV/SOCOM: TB-9-2355-328-40, Inspection and Corrective Repair Action Procedure for Mine Resistant Vehicles will be used for RCV/SOCOM vehicles.
- MRAP: The approved TACOM/TARDEC BDAR Guidance for MRAP will be used for MRAP vehicles.

In the absence of approved BDAR procedures (see paragraph C.1.8.1.5), the contractor shall utilize the USATACOM Ground Combat Vehicle Welding Code (GCVWC) for welding on steel with minimum yield strengths greater than 100ksi, use American Welding Society (AWS) standard AWS D1.1 for steel with minimum yield strength less than 100 KSI, and reference American Welding Society (AWS) standard AWS D1.2 for aluminum welding.

Contractor shall submit their Welding Procedure Specifications (WPS) and Welding Qualification Records for approval by the Government at the start of work meeting. These document will be developed IAW Ground Combat Vehicle Welding Code - Steel (12479550) and American Welding Society (AWS) standard AWS D1.2 for aluminum welding. Government will provide comments within 30 days.

Contractor shall update the documents and submit within 14 days. Deviations from approved WSP must receive Government approval from the COR. To gain deviation approval the contractor must submit their proposed weld and base metal repair procedures for Government approval. The Government reserves the right to audit the weld quality system at any time. All documentation must be available for Government review.

The contractor shall ensure that all welding equipment used in support of operations has been certified (Details of calibration methods and frequencies shall be detailed in the contractor's Quality Assurance or Quality Control Plan.), and that the welders or welding operators meet the minimum qualifications as required in Attachment 8, Section J.

**C.1.12.2. Subcontractor and Supplier Quality Assurance**

The contractor shall have a subcontractor quality assurance program that requires the subcontractors to be compliant to the contractor's quality assurance program in areas of vehicle repair, reporting and disposal of parts and chemicals. The contractor's subcontractor quality assurance program shall assure each subcontractor has a documented quality system which includes development, implementation, and maintenance of control plans for all products and services. The contractor's subcontractors' quality assurance plan shall be submitted, unless submitted as part of the contractor's quality manual.

The contractor's quality management system shall document and verify their review and acceptance of the subcontractor's quality assurance system including control plans. Documentation shall be made available for review upon Government request. If determined to be acceptable, the contractor should use the subcontractor's accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the contractor's and subcontractor's facilities as deemed necessary.

**C.1.12.3. In-process Deficiencies and Failures**

During the life of the contract, the Government reserves the right to perform inspections or audits of any process or produced or maintained vehicle or component. In the event that the Government finds that a component or process fails to meet the criteria specified in Paragraph C.1.8.2 Repair Standards during or after the repair or modification process, the Contractor shall correct the deficiency and identify, inspect, and repair all vehicles with similar repairs since the last proven successful component or process test at no additional charge to the Government. All vehicles submitted to the government for final inspection will be in compliance with the repair standards of 1.8.2. Not more than 5% of the vehicles will be returned for rework over 30 day periods.

In the event that the contractor discovers a failure, the Government shall be notified of the deficiency or failure within 24 hours. Notification shall consist of the date of the deficiency or failure and a detailed corrective action plan for eliminating the deficiency and its associated root cause. The Contractor shall be responsible for all costs associated with re-inspection, testing, and validation of their corrective action plan.

**C.1.12.3.1. Defective Material**

Items received through the Government supply system that are found to be defective shall have a Product Quality Deficiency Report (PQDR), SF 368, prepared. Parts turn-in shall be in accordance with local SSA SOP and in accordance with AR 702-7, Product Quality Deficiency Report Program. If the packaging or container in which the new assembly was shipped is still suitable for reuse, the major assemblies shall be packaged in the same packaging or container. If the packaging provided is not suitable for repackaging, the contractor shall package in accordance with local SSA SOP. If the part was shipped in a container, and the container is not suitable for re-use, the contractor shall order one from the Army Supply System.

The contractor shall, for Items purchased directly by the contractor from commercial sources that are found to be defective, return the defective item(s) under commercial warranty procedures.

**C.1.12.4. Quality Records and Documentation**

All records of inspections, examinations, certifications, tests, audits and purchase orders shall be retained by the Contractor for a period of 3 years. These records shall be made available and copies provided to the Government upon request. Additionally, where product or process deficiencies have occurred, the Contractor's records shall provide documentation that fully describes the root cause of the deficiencies and both interim and permanent corrective actions.

Non-conformance Data Report (MRAP): Contractor shall develop and maintain a data system for recording nonconformance information. Data shall be compiled and reported monthly to PM MRAP Production and Quality. The report shall contain

monthly data and also cumulative data. Report shall be in contractor format and included in the Quality Assurance Meeting Agenda (Paragraph C.1.12.1.1.2)

#### **C.1.12.5. Quality Assurance Surveillance Plan (QASP)**

The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plans (QASP, Attachment 16, Section J). There are two (2) plans for this effort, one for RCV and SOCOM support and one for MRAP support. These plans are primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates. The contractor shall provide their Quality Points Of Contact and update them as they change, CDRL A022.

#### **C.1.13. Web Based Automated Data Tracking System [RCV/SOCOM only]**

- i) Contractor will develop and maintain a web based portal for the data required under this PWS. The information will be updated real time and be accessible by select Government personnel (CDRL A016).
- ii) Specified contractor database reports—RCT, ASL Fill, POWT, and Backorders—will be delivered in accordance with their respective CDRL schedules. However, the contractor database will also provide a means for transaction outputs of each of the above reports. Such reports can thereby be provided to authorize Government monitors as near real-time reports issued directly from the database by means of simple automated transaction inquiries.
- iii) Designated Government personnel will be provided with password access to the contractor's database for inquiries to the system for RCT, ASL status fill, POWT, and backorders.

#### **C.1.14. Deliverables**

Start of work and Annual reports under this PWS will be delivered as a single document for all families of vehicles. Separate reports for each family of vehicles, MRAP, RCV, and SCOCM, will be submitted for Quarterly, Monthly and Daily requirements listed below. The content for each family of vehicle reports' will be the same excepted where noted below. Distribution of the reports will be in accordance with the associated CDRL. All reports will be delivered on time with no more than 5% data omitted, and no more than 10% error rate.

##### **C.1.14.1. Start of Work Requirements (MRAP/RCV/SOCOM)**

###### **C.1.14.1.1. Start of Work Meeting (FAR 52.204-4003)**

The contractor shall host a start of work meeting at its CONUS facility or near TACOM Warren within 30 days after contract award. The contractor shall at a minimum invite the COR identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. Agenda Minutes of meeting will be submitted IAW CDRL A023.

###### **C.1.14.1.2. Automated Data Tracking System (RCV/SOCOM only)**



The contractor shall maintain a data management system that tracks ASL and related parts ordering, Purchase Order Wait Times (POWT) and other metrics as outlined in paragraph C.1.13. The contractor's automated data management system will also track maintenance and supply actions, parts demand histories and maintenance man-hours expended. Primary feature of the contractor's database is the ability to provide oversight, top-level, top-line outputs that clearly identifies trends and other information critical to management and analysis of RCV operations. The contractor's database will be accessible by authorized Government representatives.

#### **C.1.14.2. Annual**

##### **C.1.14.2.1. Army Contractor Manpower Reporting System (ACMPRS)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of the requirements of this contract. The contractor will fill in all information in the format using the following address: <https://contractormanpower.army.pentagon.mil/> See CDRL A011, "Army Manpower Report."

#### **C.1.14.3. Quarterly**

#### **C.1.14.4. Monthly**

##### **C.1.14.4.1. Monthly In Process Review (IPR) [RCV/SOCOM]**

The Contractor will host at locations determined during the contract a monthly review of program status. The information provided in the Monthly Reports (Paragraph 1.14.4.3) will be reviewed.

##### **C.1.14.4.2. MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)**

Contractor shall provide monthly employee census IAW CDRL A018.

##### **C.1.14.4.3. Monthly Reports (RCV and SOCOM Only)**

The monthly IPR reports will include a number of surveillance reports listed below to monitor and manage contractor performance.

- i) The contractor shall submit a monthly Costs and Contract Performance Report. Cost Reports will be submitted in accordance with CDRL A006, "Contractor's Monthly Expenditure Report" And SOCOM IAW A034).
- ii) A separate Performance Report shall be submitted coincident with the Cost Report, the "Contractor's Progress, Status, Metric and Management Report IAW in accordance with CDRL A007,. Combined, these reports shall provide a



current status of all contract deliverables and highlight contractor process issues for discussions in partnership with the Government and for action.

iii) Open Tasks Status Report: The contractor will submit an "Open Tasks Status Report" indicating status of special projects such as annual A/C services, assigned safety repairs, kit integration efforts). Additionally, the contractor will provide a listing of all NMC vehicles over 30 days with remarks and Non-Mission Capable (NMC) vehicles over 90 days with Remarks.

iv) Purchase Order Wait Times (POWT, C.1.14.5.1.5) with top-line highlights of problems fulfilling each Work Order.

v) Systems Activity Report—systems worked, returned FMC, average turn-around time in days for work w/costs for parts-labor valued at over \$5K.

vi) NMC Vehicles over 30-days with Remarks.

vii) FSR Status Report and Issues—deployments, productivity, transportation, quality-of-life issues, etc.

viii) Site Status Report—monthly pros-cons issues impacting site personnel, performance, etc.

ix) Monthly Cost and Performance Report to include relevant billing information.

x) Monthly Personnel Report and Personnel Status.

xi) Contractor Work Initiatives, Cost-Reductions, Efficiencies, Savings, and Good News Stories. Presents significant events, accomplishments, new undertakings, efficiencies, design and process improvements undertaken during the reporting period. Includes follow up reports on prior initiatives and good news stories.

xii) Work Order Fill Rates by ASL for Zero Balances

xiii) The following reports shall be provided with each Monthly IPR Report:

xiii.a) Monthly Parts Cost Summaries for each RCV/SOCOM system. Report shall include all parts and material ordered, those rejected or with lead time that would result in not meeting program metrics, those received through the supply system, and those items purchased from other than the Government Supply System.

xiii.b) Parts and Process Issues by RCV/SOCOM systems to include lack of current OEM price data by specific P/N, Customs-export issues, Intra-Theater parts movement and transportation issues, problems and coordination issues related to unit cooperation, pilfering, quality of life. Any issue that needs to be surfaced and discussed in partnership with the Government for assistance, guidance, decision, action and resolution shall be presented under this category.

xiii.c) Week-by-week monthly summary of Push Packages for each system and end-of-month status.

xiii.d) Percentage increase of single NSN requisitions (measures number of functioning organic NSNs; not the total number of monthly requisitions using NSNs).

xiii.e) ASL Analysis: Demand History, Evaluations, Additions, Deletions, Projections.

xiii.f) Critical & Long-Lead Time Items Status by RCV-SOCOM system.

xiii.g) Report of Zero Stocks for each RCV system and status.

xiii.h) Component Overhaul Status and Issues.

xiii.i) A breakout of the labor, parts and cost associated with the sustainment of the Interrogation Arm kit, Attachment 1, Section J, on the Husky and RG31 vehicles.

xiii.j) A breakout of the labor, parts and cost associated with the sustainment of the Panther Profit Vehicles.

#### **C.1.14.4.4. Transportation (RCV/SOCOM)**

Web Based Data base upgrade will include transportation time within the framework of ASL Fill Rates, POWT, Work Order Fill Rates, and Backorders.

#### **C.1.14.4.5. Request for Price and Immediate Copy (RCV/SOCOM)**

This requirement applies to RCV/SOCOM systems only for non-standard, non-NSN Class IX repair parts. The contractor will provide TACOM LCMC with an immediate copy notification or alert (with all pertinent part and purchase order information) of all parts purchase orders submitted first time to the RCV/SOCOM manufacturer or North American distributor for an updated price due to anomalies on price or unavailability of a current price. The Government will utilize that notice to facilitate resolution of the price deficiency on the part of the OEM or representative so as not to adversely impact the POWT performance indicator for the overall work order requisition held up awaiting such pricing. See CDRL A009, "Report on Delinquency or Omissions in the OEM or OEM Distributor Parts Price Lists."

#### **C.1.14.4.6. Design Management Tracking (MRAP/RCV/SOCOM)**

The Design Management Summary provides standard Configuration Management system design change tracking forms along with instructions for documenting and submitting records of design changes to MRAP FOV systems. See CDRL A014.

#### **C.1.14.4.7. Monthly MRAP Cost Report (MRAP Only)**

Contractor will provide a monthly cost report showing expenditures to date for the program and the monthly expenditures, CDRL A031.

#### **C.1.14.4.8. Personal Vacation and Emergency Leave Plan**

Contractor will revise and submit the Plan, delivered in the Management Plan (C.1.3.2.2), each quarter following the start of work.

#### **C.1.14.5. Weekly (MRAP/RCV/SOCOM)**

##### **C.1.14.5.1. Weekly Activity Report (WAR)**

##### **C.1.14.5.1.1. Synopsis of the prior week's activities to include:**

Systems restored to FMC by vehicle identification number and Vehicle NMC status reports (CDRL A002, Weekly Activity Report (WAR)).

##### **C.1.14.5.1.2. Status of Parts Purchase Orders Report (RCV/SOCOM Only)**

Status of parts purchase orders supporting NMC systems (Weekly Parts Status Report per CDRL A001, "Weekly Parts Status Report").

##### **C.1.14.5.1.3. Backorder Report (RCV/SOCOM Only)**

This metric applies to non-standard RCV/SOCOM system parts only. Data is to be provided by RCV vehicle type as a distinct, dedicated listing of parts currently on backorder status. Backorder is defined as a purchase order for any part not currently

available from Theater or any Regional ASL inventory part out-of-stock. Backorder parts remain on “backorder” status until the part is actually delivered to the Theater or Regional ASL.

#### **C.1.14.5.1.4. Deployed Personnel Report (MRAP/RCV/SOCOM)**

i) (MRAP/RCV/SOCOM) Contractor shall report the names and current location of contractor personnel in key labor categories identified by program (MRAP/RCV/SOCOM) weekly for MRAP/RCV IAW CDRL A003 and Monthly for SOCOM IAW A029.; Key labor categories by program are as follows:

i.a) MRAP: Heavy Equipment Mechanic, Mechanical Technician, Certified Welder, Shop Foreman, Senior Maintenance Supervisor, Supply Supervisor, and De-processing Lead.

i.b) RCV/SOCOM: Quality Assurance Lead, Deployed, Senior Maintenance Supervisor, and Supply Supervisor.

#### **C.1.14.5.1.5. Purchase Order Wait Time (POWT) Report (RCV/SOCOM Only)**

Measures the date a part is ordered from point-of-origin (the repair shop) to date needed part is received at point-of-origin (repair shop). All transportation data (methods of transportation, reasons for delays) will be included in the report. Contractor will provide monthly the average POWT for all parts within each open purchase order, average POWT for all work orders. Contractor will also provide alerts to the System managers TACOM Integrated Logistics Support Center (ILSC) of all component and assemblies with requisitions over 30 days that are causing any system to remain NMC. The contractor will also provide alerts to ILSC item manager(s) of any purchase orders delayed greater than 30 days. For purposes of this contract, POWT will be measured over a 90 day period (CDRL A021). Purchase order wait shall not exceed a 30 day average (measured over a 90 day period) more than 5% of the time.

#### **C.1.14.5.1.6. Quality Assurance Management Meetings (MRAP Only)**

The Contractor will schedule and lead weekly Quality Management Meetings, Paragraph 1.12.1.2.2.

#### **C.1.14.5.1.7. MRAP BDAR and Sustainment Report (MRAP)**

Contractor will provide a weekly report of all MRAP vehicles waiting on parts or in repair (CDRL A030).

### **C.1.14.6. Daily**

#### **C.1.14.6.1. Daily Reports on Operational Availability [RCV/SOCOM].**

A daily report will be provided giving the latest status of each System under sustainment management of the contractor. Theater Sustainment Stocks (TSS) and Operationally Fielded Vehicles will be reported separately. For Route Clearance Vehicles (RCV) this report will be prepared to reflect the Operational Readiness (OR) for each Task Force. Task Forces definitions will be provided at the Start of Work meeting and may be updated quarterly. Panther Prophet systems will be broken out and reported separately. Hydrema Flail, Aardvark Flail, and Berm Sifter systems will be separately broken out and reported. See CDRL A008, “RCV Daily Report on Operational Availability.” Operational availability will be calculated IAW C.1.15.

#### **C.1.14.6.2. Daily Deployed Personnel Report (MRAP/RCV/SOCOM)**

Contractor shall submit a daily deployed personnel report (CDRL A025).

#### **C.1.14.7. CLS Data Transfer to TACOM**

Log Data Transfer Agreement. An electronic copy of the data derived from implementation of this contract, to include all parts requisition, historic or legacy data relative to support for MRAP FOVs under this Government contract shall be copied and delivered to the Government upon completion of the terms of this contract. Requirement is for the orderly transfer of all supply and other log support data that will assist the Government in populating Government-maintained MRAP FOV parts support information with historic data. The contractor will assist the Government in the process of transferring the CLS data base information to a comparable and compatible data base system managed by the Government. See CDRL A010, "CLS Data Transfer to TACOM."

#### **C.1.15. Performance Objectives**

The performance objectives are provided in the table in Attachment 5, Section J.

##### **C.1.15.1. Operational Readiness (MRAP/RCV/SOCOM)**

To meet the Army Operational Readiness (OR) objective, AR 700-138, Paragraph 1–6, a goal is set for work under this PWS that the contractor shall meet a minimum of 90-percent with an overall goal of 100-percent Fleet Operational Readiness Rate, per thirty day period and per program platform (SOCOM/RCV/USMC Buffalo, Panther Prophet/MRAP – Reference Attachment 1). Fleet Operational Readiness Rate is based on the number of vehicles in the operational fleet, minus the number of vehicles in the operational fleet on a 02/03 NMC support work order request, divided by the total number of vehicles multiplied by one hundred. For the purpose of this contract, a vehicle is reported NMC when a 02/03 work order number is open. This NMC Time ends and FMC Time begins when the vehicle repairs have been completed and verified by Government representative / Government QA/QC and the work order closed. NMC time does not take into account evacuation of equipment/unit transportation of the vehicle to the contractor repair facility for repair.

- i) For RCV vehicle fleet in Afghanistan the OR will be reported and assessed on a Regional basis (North, South, East, West Afghanistan). RCV Theater Sustainment Stock (TSS) vehicle fleet shall be FMC plus safety at time of issue.
- ii) For SOCOM vehicle fleet in Afghanistan the OR will be reported and assessed on a Special Operational Task Force regional base and as an aggregate to the complete theater (Combined Joint Special Operations Task Force).

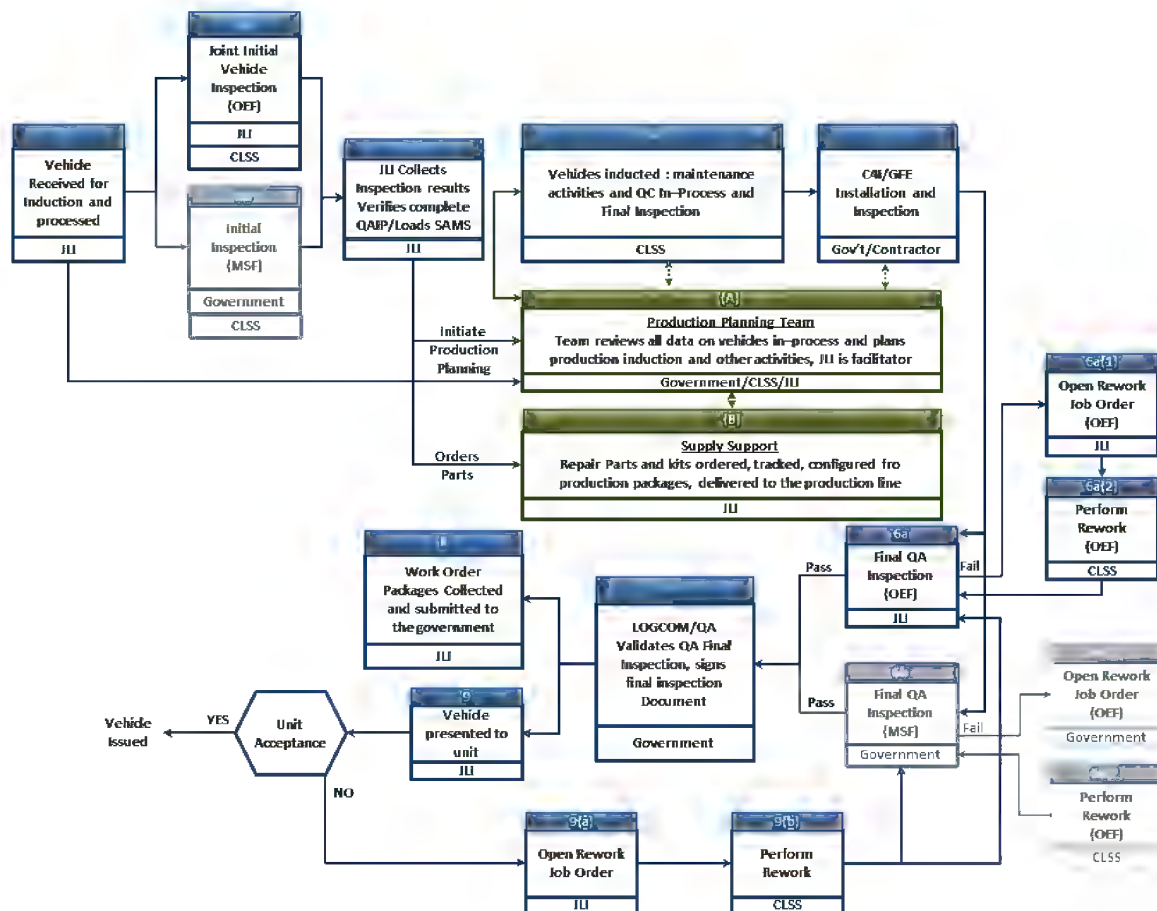
**Appendix A: Work Flow for Sustainment Maintenance at MSF and RSAs**

Figure 1: MRAP MSF/RSA Work Flow

- 1) Vehicle Receipt Vehicle Receipt (Task 1, Figure 3: MRAP MSF/RSA Work Flow)
  - a) Task 1 shall be performed at both MSF and RSA sites.
    - i) Within 24 hours of a vehicle arriving at a site the contractor shall receive and document each vehicle, create a Vehicle Folder as defined in the QAIP SOP (Attachment 16), open a Work Order in SAMS-E and place work order in awaiting initial inspection.
- 2) Initial Inspection (Task 2a, Figure 3: MRAP MSF/RSA Work Flow)
  - a) Task 2 shall be performed at RSAs only. Initial Inspection shall be conducted by the Government at the MSF.
    - i) Estimated Cost of Damage (ECOD) Inspection
      - (1) If vehicles are received at the RSA for Battle Damage Repair (BDR) without a documented Estimated Cost of Damage (ECOD) inspection the contractor shall conduct an ECOD inspection within 72 hours of vehicle receipt (Task 1) to determine serviceability / reparability. The inspection shall be on the battle damage to the vehicle and documented on a DA 2404. Contractor shall develop an estimate of the cost associated with repair of the Battle Damage.

- (2) The results of the inspection shall be submitted to the government to determine if the vehicle will be repaired. Only BDR vehicles determined to be repairable by ECOD inspection and within Maintenance Expenditure Limits (MEL), reference TB 43-0002, and within the capabilities available at the site the vehicle is received at shall be scheduled for full initial inspection.
- ii) Initial Inspection (Task 2.a, Figure 3: MRAP MSF/RSA Work Flow)
  - (1) Initial Inspection shall be IAW the standards documented in the QAIP. A joint Initial (incoming) Government inspection including the CLSS contractor shall be performed on all vehicles inducted for maintenance IAW the QAIP. Inspection results shall be recorded on DA Form 2404 DA form 5988-E (Form 5988-E is generated by Unit Level Logistics System (ULLS)) IAW DA PAM 750-8 and the JPO MRAP QAIP IAW JPO MRAP quality policy as stated in the QAIP SOP. Initial inspections shall identify and capture 90 percent of the total deficiencies and shortcomings for each vehicle and 100 percent of the total repair parts required for all deficiencies and shortcomings identified during the initial inspection.
  - (2) Initial inspections shall be completed within 6 days of the date a work order is opened (Task 1). Initial inspections for BDR vehicles shall be completed within 10 days of the completion date of the ECOD inspection. Initial inspections for all re-work shall be completed within 24 hours of a re-work work order being opened.
  - (3) To the maximum extent practical, based on vehicle documentation, the parts listing on the DA2404 shall be segregated by maintenance task to facilitate efficient loading of the Production Parts Support boxes supporting the maintenance operation.
- 3) Initial Inspection Documentation (Task 3, Figure 3: MRAP MSF/RSA Work Flow)
  - a) Contractor shall collect all inspection data, validate the information is complete, update SAMS-E record and Vehicle Folder, and submit the Vehicle records to the Production Planning Team. Contractor shall identify any issues resulting from the joint inspection for reconciliation by the Government in the PPT.
- 4) Production Planning Team (Task (A) Figure 3: MRAP MSF/RSA Work Flow)
  - a) A Government Production Planning Team (PPT) shall meet daily to review the status of all vehicles received at the site. Contractor shall support the PPT developing the agendas, maintaining and presenting the status of each vehicle, developing mission schedules, taking notes, and publishing minutes (Daily Production Work Report IAW CDRL A012).
  - b) The contractor shall develop mission schedules with the CLSS contractor for review and approval by the PPT. Mission schedules shall be developed to minimize labor idle time and maximizes efficient repair of vehicles or subcomponent repairs. Mission schedule development shall consider parts received and estimated delivery dates of parts not received.
- 5) Production Planning Team (Task (A) Figure 3: MRAP MSF/RSA Work Flow)
  - a) The contractor shall recommend induction of vehicles into the production process to the PPT when the manpower is available based on the Mission Schedule and the parts received for the repair of the vehicle has reach a minimum of 90% parts available and no production downtime is anticipated as a result of the 10% missing parts as documented by the contractor's supply support activity.
  - b) Contractor shall (Task 4, Figure 3: MRAP MSF/RSA Work Flow) provide daily updates and recommendations to the PPT on production work loading and workload balancing in the Daily Production Work Report. The Daily Production Work Report shall include: the number of vehicles with assigned Work Orders on site, contractor shall verify and document of the number of vehicles awaiting incoming inspection in Daily Production Work Report, and an Excel based spreadsheet that documents all activities for all vehicles past and present as they are processed into the receipt through the end of the handoff process. Results of the Daily meetings shall be documented in the Daily Production Status Meeting minutes Paragraph 4) a) above,
  - c) Contractor shall assure all activities associated with the repair or other services conducted on the vehicle are documented in SAMS-E at the time of presentation to the Government for vehicle acceptance. No vehicle shall be accepted by the Government without being fully documented in SAMS-E.
- 6) Final Inspection (Task 6a, Figure 3: MRAP MSF/RSA Work Flow)



- a) After C4I/GFE is incorporated (Task 5, Figure 3: MRAP MSF/RSA Work Flow) the contractor shall support the Government in the Final Inspection of vehicles at RSAs. The Government shall conduct Final Inspection at the MSF. MRAP vehicles shall comply with the requirements of the vehicles Quality Assurance Inspection Packet (QAIP) IAW the QAIP SOP (Attachment 16).
  - b) The standard for acceptance is IAW the Army maintenance standard as defined in AR 750-1, i.e. 10/20. A lesser standard may be established by the Government for acceptance based on a customer's requirement. These lesser conditions may be "Fully Mission Capable" (FMC) as defined in AR 750-1, Glossary Section II, Terms or "Mission Directed" as defined by the customer.
  - c) Notwithstanding the standard for acceptance established and documented in the QAIP the vehicles shall also comply with the provisions of AR 385-10 that apply to the vehicle or system or its sub-system (Section 11-3. a. Motor vehicle safety standards). The vehicle must meet the Preventative Maintenance Checks and Services (PMCS) before the equipment leaves the maintenance facility or other dispatch point (DA PAM 750-8, Section 2-3).
  - d) Results of the inspection shall be submitted to the government for review and approval (Task 7, Figure 3: MRAP MSF/RSA Work Flow)
- 7) Work Order Package Completion and Submission (Task 8, Figure 3: MRAP MSF/RSA Work Flow)
- a) The QAIP portion of the vehicle packet document shall be the basis for acceptance of the vehicle. A vehicle is considered accepted upon completion of all QAIP document process requirements IAW the JPO MRAP QAIP SOP (Attachment 16). Contractor shall consolidate all information in the Vehicle Folder, review for completeness, assure all data is loaded in the SAMS-E system, and submit the package to the Government for acceptance.
- 8) Vehicle Submitted to Unit (Task 9, Figure 3: MRAP MSF/RSA Work Flow)
- a) The contractor shall interact with the organization being issued the completed vehicle during vehicle return and inspections. Any Vehicle not accepted by the customer shall have all faults documented on a DA Form 2404.
- 9) Open Rework Job Order Task 6.a (1) and 9(a), Figure 3: MRAP MSF/RSA Work Flow
- a) The contractor shall open a new Job Order for vehicles that are rejected in the final inspection (Task 6.a (1)) and vehicles rejected by the Units (Task 9a) within 24 hours of rejection. New Job Order shall identify the job as re-work, identify the original Job Order Number and include the vehicle folder. Re-work DA 2404 shall identify all faults identified by the customer.
  - b) Re-work vehicles work orders shall be submitted to the PPT and proceed through all processes including Vehicle Acceptance prior to vehicle return to customer.
  - c) The contractor shall ensure that no more than 3% of the total vehicles presented to the customer, having been final inspected by the contractor (Task 6a), for return in any 30 day period are rejected and returned for rework.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 46	
2. Amendment/Modification No.  P000C		3. Effective Date		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HCB-B ARDELLA ANDERSON (586) 282-9598 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WS: No Identified Army Weapons Systems EMAIL: ARDELLA.ANDERSON@US.ARMY.MIL		Code WS6HZV		7. Administered By (If other than Item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A	
				SCD A PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP 2250 CORPORATE PARK DR HERNDON, VA 20171-2898				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. WS6HZV-12-C-0127	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2012MAY31	
Code 000SS		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 _____ copies of the amendments: (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 ACKNOWLEDGMENT 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 (IF APPLICABLE)							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) <i>Kristy J. Leavitt, Contract SR. Mgr.</i>		16A. Name And Title Of Contracting Officer (Type or print) LORETTA BURSEY LORETTA.H.BURSEY@US.ARMY.MIL (586) 282-8115	
15B. Contractor/Officer <i>Kristy J. Leavitt</i> (Signature of person authorized to sign)		16B. United States Of America By _____ (Signature of Contracting Officer)	
15C. Date Signed <i>9/27/2012</i>		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Exhibit 03

MANTECH-00052997

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. Contract ID Code</b> Cost-Plus-Fixed-Fee	<b>Page</b> 1 <b>Of</b> 46
<b>2. Amendment/Modification No.</b>  P00001	<b>3. Effective Date</b>  2012SEP27	<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE	<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HCB-B ARDELLA ANDERSON (586)282-9598 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WS: No Identified Army Weapons Systems EMAIL: ARDELLA.ANDERSON@US.ARMY.MIL		<b>Code</b> W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342  <b>SCD A PAS NONE ADP PT HQ0338</b>	
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP 2250 CORPORATE PARK DR HERNDON, VA 20171-2898  TYPE BUSINESS: Large Business Performing in U.S.			<input type="checkbox"/> <b>9A. Amendment Of Solicitation No.</b>  <input type="checkbox"/> <b>9B. Dated (See Item 11)</b>  <input checked="" type="checkbox"/> <b>10A. Modification Of Contract/Order No.</b> W56HZV-12-C-0127 <input type="checkbox"/> <b>10B. Dated (See Item 13)</b> 2012MAY31	
<b>Code</b> 0D0S5	<b>Facility Code</b>			

**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 \_\_\_\_\_ copies of the amendments: (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 ACKNOWLEDGMENT 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 (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: B

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. Name And Title Of Signer (Type or print)</b>		<b>16A. Name And Title Of Contracting Officer (Type or print)</b> LORETTA BURSEY LORETTA.H.BURSEY@US.ARMY.MIL (586)282-8115	
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)	<b>15C. Date Signed</b>	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)	<b>16C. Date Signed</b>  2012SEP27

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

**Exhibit 03**

MANTECH-00052998

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SHIN W56HZV-12-C-0127 MOD/AMD P00001	Page 2 of 46
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP		

## SECTION A - SUPPLEMENTAL INFORMATION

## 1. Summary:

a. On 12 June 2012 a protest was filed against awarded contract W56HZV-12-C-0127, resulting in a Stop Work Order for performance under the contract. On 11 September 2012 GAO denied the protest in its entirety.

b. Contract W56HZV-12-C-0127 is a competitive contract for Contractor Logistics Sustainment and Support (CLSS) services for the Mine Resistant Ambush Protected Family of Vehicles (MRAP FOV). The contract was awarded to Mantech Telecommunications and Information Systems Corporation (MTT) on 31 May 2012. The solicitation was issued on 7 June 2011. Since the contract award on 31 May 2012, requirements for personnel have changed based on OPTEMPO, level of threats and fleet density. These changes resulted in the need to modify the staffing levels required in order to Phase-in the current/accurate number of personnel/skill mixes versus staffing levels estimated during the solicitation phase-in period.

c. As a result of the above, this Modification P00001 incorporates the following revisions into contract W56HZV12C0127:

- (1) Revise Attachments 10, 11 and 12;
- (2) Revise EOR CLINs to reflect the change in fee/cost due to revised staffing
- (3) Update special provisions language (H.11 and H.12); and
- (4) Add clauses specific to Kuwait and Afghanistan.

## 2. Revise Attachment 11, Manpower Utilization, to reflect the following staffing levels realignment:

PROGRAM/ SITE	STAFFING LEVEL (Attachment 11)	STAFFING LEVEL (Attachment 12)	DELTA
RCV OCONUS -AOR (Afghanistan)	380	498	+118
RCV OCONUS -AOR(Kuwait)	32	8	-24
RCV OCONUS - Germany	5	2	- 2
RCV OCONUS - Alaska	0	1	+1
RCV OCONUS - Hawaii	0	1	+1
RCV CONUS - Contractor HQ	3	60	+57
RCV CONUS - AMS POR	14	20	+6
RCV CONUS - FORSCOM PDTE	44	19	-25
RCV CONUS - FORSCOM CTC PDTE	9	9	0
RCV CONUS - TRADOC PDTE	6	6	0
RCV CONUS - EOD HST PDTE	0	0	0
(20TH SUPCOM)			
USMC BUFFALO - OCONUS AOR	5	6	+1
USMC BUFFALO - OCONUS JAPAN	1	0	-1
USMC BUFFALO - CONUS	12	2	-10
PROPHET - OCONUS AOR	4	4	0
PROPHET - CONUS (Net)	0	2	+2
SOCOM CONUS AOR	345	232	-113
SOCOM CONUS	33	14	-19
TOTAL STAFFING LEVEL	1259	1197	-62

## 3. Revise Attachment 11 to add the following labor categories to MRAP and SOCOM site locations. These incorporated labor categories are within the scope of the Performance Work Statement:

SITE LOCATION	LABOR CATEGORY	NUMBER OF PERSONNEL
MRAP Afghanistan (AOR)	Quality Assurance Lead	1
SOCOM Afghanistan (AOR)	Logistics Analyst	2
SOCOM - (CONUS)	Trainer/Maintainer	1

## 4. Revise Attachment 12, Pricing Workbook "Summary of Section B Page" tab to reflect the following the following performance phases:

	FROM: Basic Contract	To: Modification P00001	Delta Reduction
PHASE-IN	\$14,340,063	\$13,640,218	(\$699,845)
CPFF (LOE)	\$233,685,959	\$232,934,045	(\$751,914)

5. Revise language at clause H.11(a), LEVEL OF EFFORT (COST REIMBURSEMENT) as follows : FROM: (a) The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.

Over the life of the contract, including the EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the number of labor hours, material, travel, and other direct costs (ODCs) for the various CLINs.

Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.

The CLINs will be associated with Attachment 10, which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10.

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SHIN W56HZV-12-C-0127 MOD/AMD P00001	Page 3 of 46
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP		

The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification. The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations and hours specified in Attachment 10.

To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 10. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 10 provided the amount of hours required in Attachment 10 remain unchanged.

TO: (a) The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.

Over the life of the contract, including the Phase-In EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the required number of personnel, site locations, labor hours, material, travel, and other direct costs (ODCs) for the various CLINs. In the event of a personnel increase, the corresponding composite labor rates for the increased personnel shall be in accordance with the composite rates currently proposed on Attachment 12. Additionally, the cost and fee, as applicable, of such increases shall be in accordance with the cost and fee as proposed in Attachment 12.

Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.

The Phase-In CLINs will be associated with Attachment 10, and the EOR, OR Base and OR Option CLINs will be associated with Attachment 11, which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.

The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10.

To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 11. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 10 provided the amount of hours required in Attachment 10 remain unchanged.

6. Revise provision H.12(a), Option to Extend the Term of the Contract, as follows to recoup days lost awaiting contract protest decision:

OPTION	Line Items	Last Date To Exercise Option	Performance Completion Date
OR BASE OPTION	1004AA,1104AA,1204AA, 1005AA,1105AA,1205AA	151 DACA	181 DACA - 420 DACA
OR OPTION 1	2001AA,2002AA,2101AA, 2102AA,2201AA,2202AA	391 DACA	421 DACA - 786 DACA
OR OPTION 2	3001AA,3002AA,3101AA, 3102AA,3201AA,3202AA	757 DACA	787 DACA - 1,152 DACA
OR OPTION 3	4001AA,4002AA,4101AA, 4102AA,4201AA,4202AA	1,123 DACA	1,153 DACA - 1,518 DACA
OR OPTION4	5001AA,5002AA,5101AA, 5102AA,5201AA,5202AA	1,489 DACA	1,159 DACA - 1,819 DACA

\* For purposes of the OR Base Option, the last date to exercise this option is based on a contract award date of 21 September 2012. This is the date the Stop Work Order was issued.

(d) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 1,819 DACA.

7. As a result of the staffing realignment, estimated cost, fee, total cost plus fixed fee, and number of funded labor hours is revised as for the following EOR CLINs shown in Schedule B of contract W56HZV12-C-0127.

FROM:	Estimated Cost	FEE	Total CPFF	#of Hours Funded
1002AA	\$22,052,148.00	\$1,962,889.00	\$225,052,148.00	585,480
1002AD	\$383,707.88	\$34,154.20	\$417,862.08	10,156

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W56HZV-12-C-0127 MOD/AMD P00001	Page 4 of 46
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP		

1102AA	\$570,690.02	\$50,799.44	\$621,489.46	15,207
1102AB	\$18,262,080.65	\$1,625,582.08	\$19,887,662.73	486,609
1102AC	\$2,921,932.91	\$260,093.13	\$3,182,026.04	77,857
1102AD	\$662,000.42	\$58,927.35	\$720,927.17	17,640
1202AA	\$22,052,148.00	\$1,962,889.00	\$24,015,037.00	585,480

TO:

CLIN	Estimated Cost	FEE	Total CPFF	#of Hours Funded
1002AA	\$27,693,190.25	\$2,430,587.93	\$30,123,778.18	728,961
1002AD	\$458,699.17	\$43,455.97	\$502,155.14	11,915
1102AA	\$575,471.75	\$50,799.44	\$626,271.19	15,207
1102AB	\$18,269,141.18	\$1,625,582.08	\$19,894,723.26	486,609
1102AC	\$2,991,011.70	\$260,093.13	\$3,251,104.82	77,857
1102AD	\$667,069.18	\$58,927.35	\$725,996.53	17,640
1202AA	\$14,813,144.70	\$1,286,190.30	\$16,099,335.00	387,072

8. Add the following RCV CLINs: 1002AE; 1002AF

8. Add the following clauses to contract W56HZV-12-C-0127:

52.232.4084: Payment Under Wide Area Workflow (ACC-Warren)

252.225-7039: Contractor Performing Private Security Functions

252.225-7993: Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations

252.225-7994: Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations

952.225-0020: Contractor Accountability and Personnel Recovery (AFGHANISTAN)

952.225-0022: Visibility of Inbound/Outbound Cargo and Contractor Equipment Census (AFGHANISTAN)

9. Incorporate the updated version of the following clauses in contract W56HZV-12-C-0127:

252.225-7040: Contractor Personnel Authorized to Accompany U.S. Forces Deployed Outside the U.S.

952.222-0001: Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

952.225-0004: Compliance with Laws and Regulations

952.225-0005: Monthly Contractor Census Reporting

952.225-0009: Medical Screening and Vaccination Requirements for Employees

952.225-0011: Government Furnished Contractor Support

KSCRI-2: Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

KSCRI-5: Fitness for Duty and Medical Care Limitations

KSCRI-7: Monthly Contractor Census Reporting

KSCRI-10: Medical Screening and vaccination Requirements for Third Country Nationals (TCNs) or Locally Hired Employees

KSCRI-18: Contractor Manpower Reporting

KSCRI-19: Special Requirements for Construction and Facility Associated Work on Military Installations in Kuwait

10. Delete clause 952.232-0005, C3 Wide Area Workflow Instructions.

11. Revise clause 52.246-4009, Inspection and Acceptance Points, Destination as follows:

FROM: Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION; Acceptance: DESTINATION.

TO: Inspection and acceptance of supplies offered under this contract shall take place as specified here. Inspection: DESTINATION; Acceptance: DESTINATION.

12. Revise clause 52.242-4016 as follows:

FROM: Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Alex Urbina is the COR for RCV and SOCOM, email alex.urbina@us.army.mil

Name: Derek West is the COR for MRAP-ARMY, MRAP-NAVY, MRAP-MARINES,

Email: derek.west@us.army.mil PM AMS In-country COR: Tony Pollard, tony.c.pollard@us.army.mil

PM RCV In-country COR: Michael D. Cannon, mike.cannon@us.army.mil

PM AMS CONUS PDTE COR: Elena Morales, elena.moralezalvarez@us.army.mil

PM AMS CONUS COR (Alternate): Ricardo Leli, riccardo.v.leli@us.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time: ACO: TBD E-mail:

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

**Exhibit 03**

MANTECH-00053001

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W56HZV-12-C-0127 MOD/AMD P00001	Page 5 of 46
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP		

TO: Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

RCV and SOCOM Contracting Officer Representatives (COR): Alex Urbina, email [alejandor.d.urbina.civ@mail.mil](mailto:alejandor.d.urbina.civ@mail.mil) Michael Guy, email [michael.a.guy24.civ@mail.mil](mailto:michael.a.guy24.civ@mail.mil).

RCV Alternate COR: Alton D. Marks, email [alton.d.marks.civ@mail.mil](mailto:alton.d.marks.civ@mail.mil).

MRAP(Army, Navy, Marines) Contracting Officer Representatives: Derek West, email: [derek.j.west2.civ@mail.mil](mailto:derek.j.west2.civ@mail.mil); Steven A. Matthews, email [steven.a.matthews.civ@mail.mil](mailto:steven.a.matthews.civ@mail.mil). PM AMS In-country COR: Tony Pollard, [tony.c.pollard.civ@mail.mil](mailto:tony.c.pollard.civ@mail.mil)  
PM RCV In-country COR: Michael D. Cannon, [mike.cannon@us.army.mil](mailto:mike.cannon@us.army.mil)

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time: ACO: Linda Ahlers, email [linda.ahlers@dcma.mil](mailto:linda.ahlers@dcma.mil)

\*\*\* END OF NARRATIVE A0001 \*\*\*

Status	Regulatory Cite	Title	Date
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A-1 CHANGED	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	JAN/2012
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TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]



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PIIN/SIIN W56HZV-12-C-0127		MOD/AMD P00001			
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	RCV- (ARMY-1)  Services performed under this CLIN shall be in accordance with the following Procurement Work Statement references:C.1.1.3.8; C.1.1.3.9; C.1.3  (End of narrative B001)				
1001AA	RCV - PHASE-IN  NOUN: RCV- (ARMY-1) PRON: 2M2SMA07Q7 PRON AMD: 07 ACRN: AA AMS CD: 11502010000 PSC: R706  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination  Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 20-NOV-2012  \$ 6,087,887.71  Due to Stop Work Cancellation period of performance begins 21 September through 20 November 2012  (End of narrative F001)				\$ 6,087,887.71
1001AB	RCV - PHASE-IN  NOUN: RCV - (ARMY - 2) PRON: 2M2SMA09Q7 PRON AMD: 02 ACRN: AB AMS CD: 13519700000  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination  Due to Stop Work cancellation Period of Performance begins 21 September through 20 November 2012				\$ 174,909.66



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		PIIN/SIIN W56HZV-12-C-0127	MOD/AMD P00001		
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
1001AC	<p><u>RCV - PHASE-IN</u></p> <p>NOUN: RCV (PROPHET) PRON: 2M2SMA08Q7 PRON AMD: 04 ACRN: AA AMS CD: 11502010000</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Period of performance begins date of award and shall not exceed 180 days after award.</p> <p>(End of narrative F001)</p>				\$ 43,510.77
1001AD	<p><u>RCV - PHASE-IN</u></p> <p>NOUN: RCV (BUFFALO) PRON: 2M2CLS1BQ7 PRON AMD: 03 ACRN: AC CUSTOMER ORDER NO: M9545012MPAAG12</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Period of performance begins date of award and shall not exceed 180 days after award.</p> <p>(End of narrative F001)</p>				\$ 100,243.86
1002	<p>RCV</p> <p>Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.1; C.1.1.1.4; C.1.1.1.5 C.1.1.5.6; C.1.1.2; C.1.1.3 C.1.6; C.1.7; C.1.8; C.1.9 C.1.10; C.1.11; C.1.12 C.1.13; C.1.14; C.1.15</p> <p>(End of narrative A001)</p>				

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 8 of 46
		PIIN/SIIN W56HZV-12-C-0127	MOD/AMD P00001		
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA	<p><u>RCV - EOR LABOR</u></p> <p>NOUN: RCV PRON: 2M2SMA07Q7 PRON AMD: 07 ACRN: AA AMS CD: 11502010000 PSC: R706</p> <p>Estimated Cost:\$27,693,190.25 Fixed Fee: \$2,430,587.93 Total Cost Plus Fixed Fee : \$30,123,778.18</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 728,961</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE NARRATIVE</p> <p>\$ 30,123,778.18</p> <p>Period of Performance begins 46 days after contract award through 180 days after contract award.</p> <p>(End of narrative F001)</p>				\$ 30,123,778.18
1002AB	<p><u>RCV -EOR LABOR</u></p> <p>NOUN: RCV (ARMY) PRON: 2M2SMA09Q7 PRON AMD: 02 ACRN: AB AMS CD: 13519700000</p> <p>Estimated Cost:\$670,274.13 Fixed Fee: \$58,828.91 Total Cost Plus Fixed Fee : \$729,103.04</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 17,720</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Period of Performance begins 46 days after contract award through 180 days after contract award.</p>				\$ 729,103.04



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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE	<p>Period of Performance begins 46 days after contract award through 180 days after contract award.</p> <p>(End of narrative F001)</p> <p>RCV - EOR LABOR</p> <p>NOUN: RCV PRON: 2M2SMA15Q7 PRON AMD: 01 ACRN: AJ</p> <p>Estimated Cost:\$5,551,293.96 Fixed Fee: \$487,228.38 Total Cost Plus Fixed Fee: \$6,038,522.34</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 126,021</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE NARRATIVE</p> <p>\$ 6,038,522.34</p> <p>Period of Performance begins 46 days after contract award through 180 days after contract award.</p> <p>(End of narrative F001)</p>				\$ 6,038,522.34
1002AF	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RCV (PM PROPHET) PRON: 2M2SMA16Q7 PRON AMD: 01 ACRN: AK</p> <p>Estimated Cost:\$33,635.23 Fixed Fee:\$2,952.11 Total Cost Plus Fixed Fee: \$36,587.34</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 764</p> <p>(End of narrative B001)</p>				\$ 36,587.34

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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001      0      SEE NARRATIVE  \$      36,587.34  Period of Performance begins 46 days after contract award through 180 days after contract award.  (End of narrative F001)				
1003	RCV (ARMY)				
1003AA	<u>RCV - EOR MTL, TVL, ODC</u>  NOUN: RCV (ARMY) PRON: 2M2SMA07Q7      PRON AMD: 07      ACRN: AA AMS CD: 11502010000 PSC: R706  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$ 124,014,696.46
1003AB	<u>RCV -EOR MTL, TVL, ODC</u>  NOUN: RCV (ARMY) PRON: 2M2SMA09Q7      PRON AMD: 02      ACRN: AB AMS CD: 13519700000  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$ 3,095,987.30
1101	MRAP (AIR FORCE)  Services performed under this CLIN shall be in accordance with the following Performance Work Statement references:				

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 12 of 46
PIIN/SIIN W56HZV-12-C-0127		MOD/AMD P00001			
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101AA	C.1.1.3.7; C.1.1.3.8; C.1.1.3.9; C.1.3				
	(End of narrative A001)				
	MRAP - PHASE-IN				\$ 132,107.59
	NOUN: MRAP (AIR FORCE)				
	PRON: 2M2CLS1FQ7 PRON AMD: 01 ACRN: AD				
	PSC: R706				
	CUSTOMER ORDER NO: M9545012MPOMFS8				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
1101AB	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE				
	001 0 SEE NARRATIVE BELOW				
	\$ 132,107.59				
	Due to Stop Work Cancellation period of performance begins 21 September 2012 through November 2012				
	(End of narrative F001)				
	MRAP - PHASE-IN				\$ 3,069,123.82
	NOUN: MRAP (ARMY)				
	PRON: 2M2CLS1AQ7 PRON AMD: 01 ACRN: AE				
	CUSTOMER ORDER NO: M9545012MPOMAQ8				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE				
	001 0 SEE NARRATIVE BELOW				
	\$ 3,069,123.82				
	Due to Stop Work Cancellation period of performance begins on 21 September 2012 through 20 November 2012				
	(End of narrative F001)				

CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-C-0127 MOD/AMD P00001			Page 13 of 46
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101AC	<p><u>MRAP - PHASE-IN</u></p> <p>NOUN: CLS Competative - US PRON: 2M2CLS1MQ7 PRON AMD: 02 ACRN: AF CUSTOMER ORDER NO: M9545012MPAAG13</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE NARRATIVE</p> <p>\$ 1,030,302.87</p> <p>Due to Stop Work Cancellation period of performance begins 21 September 2012 through 20 November 2012.</p> <p>(End of narrative F001)</p>				\$ 1,030,302.87
1101AD	<p><u>MRAP - PHASE-IN</u></p> <p>NOUN: CLS Competative - Na PRON: 2M2CLS1NQ7 PRON AMD: 02 ACRN: AG CUSTOMER ORDER NO: M9545012MPOMNE6</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE NARRATIVE</p> <p>\$ 149,450.16</p> <p>Due to Stop Work cancellation Period of performance begins 21 September 2012 through 20 November 2012.</p> <p>(End of narrative F001)</p>				\$ 149,450.16



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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102	MRAP (AIR FORCE)  Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.1.2; C.1.1.2; C.1.1.3 C.1.6; C.1.8; C.1.9; C.1.10 C.1.11; C.1.12; C.1.14  (End of narrative A001)				
1102AA	MRAP - EOR LABOR  NOUN: MRAP (AIR FORCE) PRON: 2M2CLS1FQ7 PRON AMD: 01 ACRN: AD PSC: R706 CUSTOMER ORDER NO: M9545012MPOMFS8  Estimated Cost: \$574,191.69 Fixed Fee: \$52,079.60 Total Cost Plus Fixed Fee: \$626,271.19  TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 15,207  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE NARRATIVE  \$ 626,271.29  Period of performance begins 46 days after contract award through 180 days after contract award.  (End of narrative F001)				\$ 626,271.29
1102AB	MRAP - EOR LABOR  NOUN: MRAP (AMRY) PRON: 2M2CLS1AQ7 PRON AMD: 01 ACRN: AE				\$ 19,894,723.26

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		PIIN/SIIN W56HZV-12-C-0127 MOD/AMD P00001												
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP														
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>CUSTOMER ORDER NO: M9545012MPOMAQ8</p> <p>Estimated Cost: \$18,240,313.70 Fixed Fee: \$1,654,409.56 Total Cost Plus Fixed Fee: \$19,894,723.26</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 486,609</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td></td></tr></table> <p>\$ 19,894,723.26</p> <p>Period of performance begins 46 days after contract award through 180 days after contract award.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0					
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0													
1102AC	<p><u>MRAP - EOR LABOR</u></p> <p>NOUN: MRAP (MARINES) PRON: 2M2CLS1MQ7 PRON AMD: 01 ACRN: AF CUSTOMER ORDER NO: M9545012MPAAG13</p> <p>Estimated Cost: \$2,980,748.86 Fixed Fee: \$270,356.06 Total Cost Plus Fixed Fee: \$3,251,104.82</p> <p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 77,857</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td></td></tr></table> <p>\$ 3,251,104.92</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0					\$ 3,251,104.92
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0													

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		PIIN/SIIN W56HZV-12-C-0127 MOD/AMD P00001			
Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102AD	Period of performance begins 46 days after contract award through 180 days after contract award.  (End of narrative F001)  <u>MRAP - EOR LABOR</u>  NOUN: MRAP (NAVY) PRON: 2M2CLS1NQ7 PRON AMD: 01 ACRN: AG CUSTOMER ORDER NO: M9545012MPOMNE6  Estimated Cost: \$665,623.96 Fixed Fee: \$60,372.57 Total Cost Plus Fixed Fee: \$725,996.53  TOTAL NUMBER OF HOUR FUNDED UNDER THIS CLIN: 17,640  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE NARRATIVE  \$ 725,996.53				\$ 725,996.53
	Period of performance begins 46 days after contract award through 180 days after contract award.  (End of narrative F001)				
1201	SOCOM - PHASE-IN  Services performed under this CLIN shall be in accordance with the following Performance Work Statement references: C.1.1.3.8; C.1.1.3.9; C.1.3  (End of narrative A001)				

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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SOCOM - PHASE-IN  PRON: 2M2CLS1SQ7 PRON AMD: 01 ACRN: AH  PSC: R706  CUSTOMER ORDER NO: M9545012MP1MRAP</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  DLVR SCH PERF COMPL  REL CD QUANTITY DATE  001 0 SEE NARRATIVE</p> <p>\$ 2,852,682.00</p> <p>Due to Stop Work cancellation  Period of performance begins 21 September 2012  through 20 November 2012</p> <p>(End of narrative F001)</p>				\$ 2,852,682.00
1202	<p>SOCOM - EOR LABOR</p> <p>Services performed under  this CLIN shall be in accordance  with the following Performance  Work Statement references:  C.1.1.1.3; C.1.1.2; C.1.1.3  C.1.6; C.1.7; C.1.8; C.1.9  C.1.10; C.1.11; C.1.12; C.1.13  C.1.14; C.1.15</p> <p>(End of narrative A001)</p>				
1202AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SOCOM - EOR LABOR  PRON: 2M2CLS1SQ7 PRON AMD: 01 ACRN: AH  PSC: R706  CUSTOMER ORDER NO: M9545012MP1MRAP</p> <p>Estimated Cost:\$14,779,170.72  Fixed Fee:\$1,320,164.28  Total Cost Plus Fixed Fee: \$16,099,335.00</p>				\$ 16,099,335.00

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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>TOTAL NUMBER OF HOURS FUNDED UNDER THIS CLIN: 387,072</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE NARRATIVE</p> <p>\$ 16,099,335.00</p> <p>Period of Performance begins 21 November 2012 through 20 March 2013</p> <p>(End of narrative F001)</p>				

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
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C-1 CHANGED	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000
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The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 2 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 CHANGED	952.222-0001 (C3)	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011
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(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

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

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

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

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

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

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

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

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

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

[End of clause]

C-3 CHANGED	952.225-0005 (C3)	MONTHLY CONTRACTOR CENSUS REPORTING	AUG/2011
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Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:



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- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

(End of Clause)

C-4 CHANGED 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED DEC/2011  
(C3) EMPLOYEES

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit 03**

MANTECH-00053017

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

(End of Clause)

C-5 ADDED 952.225-0022 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) APR/2012  
(C3)

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

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

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

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

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

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

(End)

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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP			

## SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
1001AA	2M2SMA07Q7 11502010000	2	2MARCE	AA \$	7,006,283.71 \$	-918,396.00 \$	6,087,887.71
1002AA	2M2SMA07Q7 11502010000	2	2MARCE	AA \$	29,205,382.18 \$	918,396.00 \$	30,123,778.18
1002AD	2M2CLS1BQ7 M9545012MPAAG12	2		AC \$	417,862.08 \$	84,293.06 \$	502,155.14
1002AE	2M2SMA15Q7	2	S.0004626.1	AJ \$	0.00 \$	6,038,522.34 \$	6,038,522.34
1002AF	2M2SMA16Q7	2	S.0004626.1	AK \$	0.00 \$	36,587.34 \$	36,587.34
1101AA	2M2CLS1FQ7 M9545012MPOMFS8	2		AD \$	94,159.11 \$	37,948.48 \$	132,107.59
1101AB	2M2CLS1AQ7 M9545012MPOMAQ8	2		AE \$	3,013,091.65 \$	56,032.17 \$	3,069,123.82
1101AC	2M2CLS1MQ7 M9545012MPAAG13	2		AF \$	482,094.66 \$	548,208.21 \$	1,030,302.87
1101AD	2M2CLS1NQ7 M9545012MPOMNE6	2		AG \$	109,224.57 \$	40,225.59 \$	149,450.16
1102AA	2M2CLS1FQ7 M9545012MPOMFS8	2		AD \$	621,489.46 \$	4,781.83 \$	626,271.29
1102AB	2M2CLS1AQ7 M9545012MPOMAQ8	2		AE \$	19,887,662.73 \$	7,060.53 \$	19,894,723.26
1102AC	2M2CLS1MQ7 M9545012MPAAG13	2		AF \$	3,182,026.04 \$	69,078.88 \$	3,251,104.92
1102AD	2M2CLS1NQ7 M9545012MPOMNE6	2		AG \$	720,927.77 \$	5,068.76 \$	725,996.53
1201AA	2M2CLS1SQ7 M9545012MP1MRAP	2		AH \$	3,316,545.00 \$	-463,863.00 \$	2,852,682.00
1202AA	2M2CLS1SQ7 M9545012MP1MRAP	2		AH \$	24,015,037.00 \$	-7,915,702.00 \$	16,099,335.00
NET CHANGE					\$	-1,451,757.81	

ACRN	ACCOUNTING CLASSIFICATION				INCREASE/ DECREASE
AA	21	22020000021C1C12P1150202512	S20113	W56HZV	\$ 0.00
AC	17	211061A2A25267854	0674432DM954502MPAAG1250LS		\$ 84,293.06
AD	57	23400MRAP25267854	0674432D1AK1 2MPOMFS850LD		\$ 42,730.31
AE	21	2202027A025267854	0674432D1351982MPOMAQ850TA		\$ 63,092.70
AF	17	211061A2A25267854	0674432DM954502MPAAG1350LS		\$ 617,287.09
AG	17	211061A2A25267854	0674432DM954502MPOMNE650LS		\$ 45,294.35
AH	97	20100MCCQ25267854	0674432DM954502MP1MRAP50RE		\$ -8,379,565.00
AJ	021	201220122020	A5XDV 115020VFRE	252G L032195638 S.0004626.1	021001 \$ 6,038,522.34
AK	021	201220122020	A5XDV 115020VFRE	252G L032195639 S.0004626.1	021001 \$ 36,587.34
NET CHANGE					\$ -1,451,757.81

Exhibit 03

MANTECH-00053019

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Name of Offeror or Contractor: MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP			

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	248,026,022.99	\$	-1,451,757.81	\$	246,574,265.18

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION				
1001AA	AA	21 121220200000	W56HZV 21C1C121150201000025122M2SMA07Q7	2MARCESMA	S20113	
1001AC	AA	21 121220200000	W56HZV 21C1C121150201000025122M2SMA08Q7	2MARCESMA	S20113	
1002AA	AA	21 121220200000	W56HZV 21C1C121150201000025122M2SMA07Q7	2MARCESMA	S20113	
1002AC	AA	21 121220200000	W56HZV 21C1C121150201000025122M2SMA08Q7	2MARCESMA	S20113	
1002AD	AC	17 121211061A2A	25267854 067443 2DM954502MPAAG1250LS	M9545012MPAAG12		067443
1002AE	AJ	021 201220122020	A5XDV 115020VFRE 252G L032195638	S.0004626.1		021001
1002AF	AK	021 201220122020	A5XDV 115020VFRE 252G L032195639	S.0004626.1		021001
1003AA	AA	21 121220200000	W56HZV 21C1C121150201000025122M2SMA07Q7	2MARCESMA	S20113	
1101AA	AD	57 12123400MRAP	25267854 067443 2D1AK1 2MPOMFS850LD	M9545012MPOMFS8		067443
1101AB	AE	21 1212202027A0	25267854 067443 2D1351982MPOMAQ850TA	M9545012MPOMAQ8		067443
1101AC	AF	17 121211061A2A	25267854 067443 2DM954502MPAAG1350LS	M9545012MPAAG13		067443
1101AD	AG	17 121211061A2A	25267854 067443 2DM954502MPOMNE650LS	M9545012MPOMNE6		067443
1102AA	AD	57 12123400MRAP	25267854 067443 2D1AK1 2MPOMFS850LD	M9545012MPOMFS8		067443
1102AB	AE	21 1212202027A0	25267854 067443 2D1351982MPOMAQ850TA	M9545012MPOMAQ8		067443
1102AC	AF	17 121211061A2A	25267854 067443 2DM954502MPAAG1350LS	M9545012MPAAG13		067443
1102AD	AG	17 121211061A2A	25267854 067443 2DM954502MPOMNE650LS	M9545012MPOMNE6		067443
1201AA	AH	97 12120100MCCQ	25267854 067443 2DM954502MP1MRAP50RE	M9545012MP1MRAP		067443
1202AA	AH	97 12120100MCCQ	25267854 067443 2DM954502MP1MRAP50RE	M9545012MP1MRAP		067443

Status	Regulatory Cite	Title	Date
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G-1 CHANGED	52.242-4016	COMMUNICATIONS	MAY/2000
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Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

RCV and SOCOM Contracting Officer Representatives (COR): Alex Urbina, email [alejandor.d.urbina.civ@mail.mil](mailto:alejandor.d.urbina.civ@mail.mil); Michael Guy, email [michael.a.guy24.civ@mail.mil](mailto:michael.a.guy24.civ@mail.mil).

RCV Alternate COR: Alton D. Marks, email [alton.d.marks.civ@mail.mil](mailto:alton.d.marks.civ@mail.mil).

MRAP (Army, Navy, Marines) Contracting Officer Representatives: Derek West, email: [derek.j.west2.civ@mail.mil](mailto:derek.j.west2.civ@mail.mil); Steven A. Matthews, email [steven.a.matthews.civ@mail.mil](mailto:steven.a.matthews.civ@mail.mil). PM AMS In-country COR: Tony Pollard, [tony.c.pollard.civ@mail.mil](mailto:tony.c.pollard.civ@mail.mil)

PM RCV In-country COR: Michael D. Cannon, [mike.cannon@us.army.mil](mailto:mike.cannon@us.army.mil)

PM AMS CONUS PDTE COR: Elena Morales, [elena.moralezalvarez@us.army.mil](mailto:elena.moralezalvarez@us.army.mil)

PM AMS CONUS COR (Alternate): Ricardo Leli, [riccardo.v.leli@us.army.mil](mailto:riccardo.v.leli@us.army.mil)

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Linda Ahlers, email [linda.ahlers@dcma.mil](mailto:linda.ahlers@dcma.mil)

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
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H-1 CHANGED 952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	MAY/2012
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The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

## U.S. Citizens

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

## Third-Country National (TCN) Employees

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

## Local National (LN) Employees

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

\*CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

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

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

(End)

H-2 CHANGED 952.225-0004 (C3)	COMPLIANCE WITH LAWS AND REGULATIONS	DEC/2011
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(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable

**Exhibit 03**

MANTECH-00053021

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to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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

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

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

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

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

(End of clause)

H-3 CHANGED 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN  
(C3)

AUG/2011

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

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractors responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

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

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Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

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

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

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

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

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

(6) **Contractor Personal Property:** The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. \a7 2575.

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

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



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

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

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

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

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

(End of Clause)

H-4 ADDED 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) AUG/2011  
(C3)

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

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

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

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

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

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(End of Clause)

## H.11 LEVEL OF EFFORT (COST REIMBURSEMENT)

(a) The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours. The composition of the total direct labor hours by labor category can be found in Attachment 12, Pricing Workbook.

Over the life of the contract, including the Phase-In EOR, OR Base and OR Option Period(s) (if exercised), the Government may award CLINs up to the maximum number of labor hours (34,453,801). During the timeframe of this contract, the Government shall have the unilateral right to increase the required number of personnel, site locations, labor hours, material, travel, and other direct costs (ODCs) for the various CLINs. In the event of a personnel increase, the corresponding composite labor rates for the increased personnel shall be in accordance with the composite rates currently proposed on Attachment 12. Additionally, the cost and fee, as applicable, of such increases shall be in accordance with the cost and fee as proposed in Attachment 12.

Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.

The Phase-In CLINs will be associated with Attachment 10 which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 10. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one FOB in Afghanistan to a different FOB within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.

The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified in Attachment 10 and Attachment 11.

To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 12 by the amount of hours required in Attachment 11. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 11 provided the amount of hours required in Attachment 10 remain unchanged.

The Government will award CLIN(s) for material, travel and ODCs required for the applicable period of performance. These costs will be non-fee bearing and will be based on the Governments estimates of the costs required for the applicable period of performance for the associated labor CLIN(s).

The estimated cost and fixed fee for labor hours, and estimated costs for material, travel and ODCs under each CLIN are based upon the assumption that the Contractor will perform the maximum level of effort specified at the CLIN level during the period of performance for the period under which the labor hours are awarded.

(b) If Contractor performance is considered satisfactory by the Contracting Officer, the fixed fee is payable at the expiration of the period(s) of performance as set forth in the applicable CLIN upon Contractor certification that the quantity of labor hours specified in the contract has been expended in performing the contract work. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I general provision entitled FIXED FEE, FAR 52.216-8. However, the Contractor may incrementally invoice its fixed fee at the ratio of estimated cost to actual costs incurred. EXAMPLE: if the estimated cost is \$100 and the fixed fee is \$10 and the Contractor submits an invoice for \$50, it may also submit an invoice for \$5 of fixed fee.

(c) The creation of additional CLINs may become necessary as the mission evolves. This will be done via formal contract action and existing labor rates shall be used for cost estimates.

(d) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded CLINs. Nothing in H.13 amends the rights or responsibilities of the parties hereto under FAR Clause 52.232-20. In addition, the notifications required by clause H.13 are separate and distinct from any specified in FAR Clause 52.232-20.

(e) In the event that the Government decides to decrease the amount of funded labor hours on the contract or less than one hundred (100%) percent of the established level of effort of the contract is actually expended by the completion date of the contract the Government shall effect a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision) as follows:

Fee dollars reduction = Fee dollars x (1 - Actual LOE/Total Estimated LOE)

(f) Effort Performed

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

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(i) The level of effort the Contractor expects to incur in the next 60 days will exceed seventy-five (75%) percent of the level of effort established for each funded CLIN; or

(ii) The level of effort required to perform the period of performance will be greater than the level of effort established for that period.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform through the completion of the period of performance. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(2) Within thirty days after completion of the work under each CLIN, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in Attachment 12, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the CLIN; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the CLIN may be reduced to recover excess funds.

(3) In the event that the actual labor performed is expected to exceed the established labor hours on each CLIN, but the actual labor is not expected to exceed the estimated cost of the CLIN, the Contractor, subject to PCO approval, shall be entitled to cost reimbursement for actual hours expended, not to exceed the CLINs estimated cost. The Contractor shall not be paid fixed fee, however, on the expended labor hours in excess of the labor hours established by the CLIN. This understanding does not supersede or change the ability of the Contractor and Government to agree to change the established hours on the established hours on the CLIN with an equitable adjustment on both cost and fee. This adjustment would be via formal contract modification as directed by the PCO.

(4) If, during the period of performance, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulation, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

The COR may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(5) The Government has the unilateral right to increase labor hours, materials, travel and ODCs throughout the life of the contract. The increase to labor hours, materials, travel or ODCs will be executed by issuing modifications to the contract. If by exercising a modification additional personnel are required, the contractor shall ensure that personnel are available for CRC (if deploying) or have arrived at the performance location (if going to CONUS/OCNUS locations) within 45 days of exercising the option.

(6) Notwithstanding 952.225-0016, Contractor Demobilization Afghanistan, In the event the contractor is required by the Contracting Officer to reduce personnel levels, or demobilize, the Contracting Officer will provide specific direction on how the demobilization will be accomplished. The demobilization will be initiated via contract modification which will provide the specific direction and means of payment to complete the demobilization.

#### H.12 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below provided the Government gives the Contractor preliminary written notice of its intent to extend at least 60 days before the contract expires.

OPTION	LINE ITEM(s)	LAST DATE TO EXERCISE OPTION	PERIOD OF PERFORMANCE FOR EXERCISED OPTION
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OR BASE	1004AA, 1104AA, 1204AA, 1005AA, 1105AA, 1205AA	*151 DACA	181 DACA - 420 DACA	
OR OPTION 1	2001AA, 2002AA, 2101AA, 2102AA, 2201AA, 2202AA	391 DACA	421 DACA - 786 DACA	
OR OPTION 2	3001AA, 3002AA, 3101AA, 3102AA, 3201AA, 3202AA	757 DACA	787 DACA - 1,152 DACA	
OR OPTION 3	4001AA, 4002AA, 4101AA, 4102AA, 4201AA, 4202AA	1,123 DACA	1,153 DACA - 1,518 DACA	
OR OPTION 4	5001AA, 5002AA, 5101AA, 5102AA, 5201AA, 5202AA	1,489 DACA	1,519 DACA - 1,819 DACA	

(b) A pool of 34,453,801 hours is established (see H.13), which represents the cumulative amount of hours available for the life of the contract. The Government may utilize the available pool of hours at any time during the option periods.

Note: The option hours indicated in Attachment 12 per period are for evaluation purposes only. There is no limitation on the amount of hours the Government may call up per period; however the total option hours cannot exceed 34,453,801.

(c) No ceiling amount will be established as part of the option provisions for Material, Travel and ODCs.

(d) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 1,819.

(e) Inclusive of all options, the Government cannot require the Contractor to perform more than 34,453,801 hours or to perform after 1,819 DACA, whichever occurs first.

(f) The labor rates and fixed fee rate that shall be utilized for each period of performance shall be found in Attachment 12. These rates shall apply for the entire period of performance. The rates utilized to estimate the cost and provide the fixed fee shall be taken from the period in which the option is exercised not necessarily when the labor is expected to be expended.

(g) Any options that lapse due to failure on the part of the Government to exercise those options within the prescribed time limits shall no longer be available for exercise unless revived by mutual agreement of the parties. Further, in the event the Government does not exercise an option, all subsequent option periods may not be exercised unless agreed to by mutual agreement of the parties.

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

H.13 Any cost billed in excess of Department of State Danger Pay Allowance and Post Hardship Differential during the performance of this contract is expressly unallowable.

H.14 Administrative and Clerical

The Pricing Worksheet (Attachment 12) to this solicitation allows the Contractor to propose Administrative and Clerical as a direct charge. Please note that if the Contractor does not propose Administrative and Clerical as a direct charge, the Government will assume that these cost are included in the Contractors indirect rates.

H.15 Achievement of Subcontracting Goals in the Small Business Subcontracting Plan (FAR 52.219-9) - Not applicable to U.S. Small Business Concerns.

The subcontracting goals in the Small Business Subcontracting Plan (FAR Clause 52.219-9) of this contract will be regularly and thoroughly monitored for achievement by the Contracting Officer for the duration of the contract. Regarding the subcontracting goals in the Small Business Subcontracting Plan, the Contracting Officer may institute corrective measures, as provided for under the contract, if the contractor's performance against one or more of the subcontracting goals is determined, at any point in the life of the contract, to be unjustifiably inadequate.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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## SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	252.225-7039	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS	JUN/2012
I-2 CHANGED	252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	JUN/2011

(a) Definitions. As used in this clause

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

**Exhibit 03**

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(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 Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

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

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

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

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

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

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

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



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(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 official designated to receive this data card.

(h) Contractor personnel.



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(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 Governments 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 -1- 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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-3 CHANGED KSCRI-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, OCT/2011  
AND WITHHOLDING OF EMPLOYEE PASSPORTS

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

**Exhibit 03**

MANTECH-00053032

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<b>Name of Offeror or Contractor:</b> MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORP		
ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.		
Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.		
Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individuals employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.		
For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employees contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.		
Contractor shall specify the type or description of work to be performed and the job site location.		
Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.		
Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.		
Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.		
Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.		
Contractor shall clearly define valid grounds for termination within the employment contract.		
Contractor shall include dispute settlement provisions within the employment contract.		
Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:		
(1) Housing provided to all employees shall be no less than 50 square feet per person.		
(2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.		
(3) Each room shall be furnished at a minimum with the following: (i) Room light. (ii) One bed per individual. (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet. (iv) A laundry facility or laundry service. (v) Cleaning supplies.		
(4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:		
(i) Compliance with minimum housing accommodation standards. (ii) Functioning appliances and the projected time for repair for any non-functioning appliances. (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.		
TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.		
Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.		
Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.		
Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled Combating Trafficking in		

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Persons.

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

I-4 CHANGED KSCRI-5 (C3) FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS

AUG/2011

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq 40$ ); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Menieres Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

**Exhibit 03**

MANTECH-00053034

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I-5 CHANGED KSCR1-7 (C3) MONTHLY CONTRACTOR CENSUS REPORTING	AUG/2011	Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:
<p>(1) The total number (prime and subcontractors at all tiers) employees.</p> <p>(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.</p> <p>(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).</p> <p>(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).</p> <p>(5) Name of province in which the work was performed.</p> <p>(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment &amp; Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.22.-7995 (Deviation 2011-00004).</p> <p>(End of Clause)</p>		
I-6 CHANGED KSCR1-10 (C3) MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES	OCT/2011	(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).
(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.		
(i) Chest x-rays (CXR's), symptom survey, and BMI shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.		
(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey.		
(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.		
(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXRs and review any changes in the symptom survey.		
(iii) SRNs do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.		
(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVACd out of theater, at the contractors expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.		
(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.		
(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.		
(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.		
(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier		

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maintain their respective employees vaccination records for examination by the Contracting Officer.

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

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

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at [www.benning.army.mil/CRC](http://www.benning.army.mil/CRC).

(End of Clause)

I-7 CHANGED KSCRI-18 (C3) CONTRACTOR MANPOWER REPORTING

OCT/2011

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

I-8 CHANGED KSCRI-19 (C3) SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON  
MILITARY INSTALLATIONS IN KUWAIT

OCT/2011

Contractor Liaison with Host Government: All communication by the Contractor with all officials, Representatives and/or offices of the

**Exhibit 03**

MANTECH-00053036



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Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.

Kuwait Ministry of Defense (KMOD) Letter of Authorization: An offeror must provide a copy of the offerors KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

Use of Existing Roads as Haul Routes: The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) Official language and type of accounts required to satisfy the officials of the Local Government.
- (2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- (3) Passports, health and immunization certificates, and quarantine clearance.
- (4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- (5) Strikes, demonstrations and work stoppage.
- (6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- (7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- (8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- (9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- (10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- (11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- (12) Sales within the host country of Contractor-owned materials, and equipment.
- (13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- (14) Identification and/or registration with local police of imported personnel.
- (15) Stamp tax on documents, payments and payrolls.
- (16) Base passes for permanent staff, day laborers, motor vehicles, etc.
- (17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

Local Standards: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)

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<p>Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)</p> <p>NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National Electrical Code</p> <p>Kuwait MEW (Ministry of Electricity &amp; Water) R1 &amp; S1 regulations</p> <p>BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets &amp; adapters-Specifications for 13 A switched and unswitched socket-outlets</p> <p>BS 7671 (1997, Amd 2) Requirements for Electrical Installations</p> <p>INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code</p> <p>IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants</p> <p>IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems</p> <p>INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)</p> <p>NFPA 101 (2003) Life Safety Code</p> <p>U.S. ARMY TECHNICAL MANUALS, TM 5-811-1 (1995) Electrical Power Supply and Distribution</p> <p>IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar Part 2.5: Particular requirements for shaver transformers and shaver supply units.</p>		
<p>Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:</p>		
<p>(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.</p>		
<p>(b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).</p>		
<p>(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:</p>		
<p>(1) "The minimum requirements of United States National Fire Protection Association (NFPA) 70,</p> <p>(2) 2011 National Electrical Code (NEC),</p> <p>(3) American National Standards Institute (ANSI) C2, and</p> <p>(4) United States' National Electrical Safety Code (NESC).</p>		
<p>(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.</p>		
<p>(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.</p>		
<p>(f) The following internet links provide access to some of these standards:</p>		
<p>UFC: <a href="http://65.204.17.188/report/doc_ufc.html">http://65.204.17.188/report/doc_ufc.html</a></p> <p>NFPA 70: <a href="http://www.nfpa.org">http://www.nfpa.org</a></p> <p>NESC: <a href="http://www.standards.ieee.org/nesc">http://www.standards.ieee.org/nesc</a></p>		
<p>Contractor Health and Safety:</p>		
<p>(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2011 National Electric Code (NEC).</p>		
<p>(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2011 can be found on the following link <a href="http://www.nfpa.org">http://www.nfpa.org</a>.</p>		
<p>Safety of Facilities, Infrastructure and Equipment for Military Operations:</p>		
<p>(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.</p>		

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

Fire protection;  
Structural integrity;  
Electrical systems;  
Plumbing;  
Water treatment;  
Waste disposal; and  
Telecommunications networks.

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

(End of Clause)

I-9 ADDED 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS

JUN/2012

(a) Definitions.

"Full cooperation"--

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

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

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

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

(C) Does not restrict the Contractor from--

(1) Conducting an internal investigation; or

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

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

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

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

(b) Requirements. The Contractor is required to--

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

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

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

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

**Exhibit 03**

MANTECH-00053039

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

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

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

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

(iv) Reporting incidents in which--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-10 ADDED	252.225-7993	PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES	JAN/2012
	(DEV 2012-00005)	CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)	

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

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

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

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

(End of clause)

I-11 ADDED	252.225-7994	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE	JAN/2012
	(DEV 2012-00005)	UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)	

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

(1) Subject to extortion or corruption; or

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

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

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W56HZV-12-C-0127 MOD/AMD P00001	Page 45 of 46
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I-12 CHANGED 52.246-4009 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this contract shall take place as specified here. Inspection: DESTINATION  
Acceptance: DESTINATION.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W56HZV-12-C-0127 MOD/AMD P00001	Page 46 of 46
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## SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0010	STAFFING PLAN MATRIX	16-MAR-2012		
Attachment 0011	MANPOWER UTILIZATION REPORT	08-NOV-2011	003	

**RONALD MALLAY, Petitioner,**  
**v.**  
**UNITED STATES OF AMERICA, Respondent.**

**Nos. 17-CV-3781 (SJ), 02-CR-0778 (SJ)**

**United States District Court, E.D. New York**

**December 9, 2021**

RONALD MALLAY

BREON PEACE

A.U.S.A. Kayla Bensing

**MEMORANDUM AND ORDER**

JOHNSON, SENIOR DISTRICT JUDGE:

Petitioner Ronald Mallay was convicted of racketeering, racketeering conspiracy, three counts each of conspiracy to commit murder- for-hire and murder-for-hire, two counts of conspiracy to commit murder in aid of

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racketeering, and one count each of murder in aid of racketeering, mail fraud, conspiracy to commit mail fraud, and conspiracy to commit money laundering. Although most of the criminal conduct occurred in the United States, two of the murders and some of the arrangements for those murders occurred in Guyana. Mallay now moves pursuant to 28 U.S.C. § 2255 to vacate, set aside, or correct the sentences imposed for these offenses, arguing that his conviction for the foreign conduct violated the presumption against extraterritoriality. He also argues that he was indicted for certain offenses after the five-year statute of limitations had run, that the prosecution engaged in misconduct by indicting him on the time-barred charges, that the Court erred in failing to charge the jury on the statute-of-limitations defense, and that both his trial counsel and appellate counsel provided ineffective assistance by failing to raise the extraterritoriality and statute-of-limitations arguments. For the reasons set forth below, Mallay's arguments are meritless and his § 2255 motion is denied in its entirety.

**BACKGROUND**

This case involves a scheme in which Mallay and his co-defendants - including Richard James, an insurance agent-insured the lives of others, then murdered them after the policies' contestability period passed and profited from the insurance proceeds. The facts of this case

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were discussed in some detail in other opinions authored by this Court. Although familiarity with the Court's previous opinions is assumed, the Court will briefly summarize the facts for the convenience of the reader.

In 1991, Mallay was convicted of stealing mail in the course of his employment as a letter carrier for the United States Postal Service and was sentenced to 15 months' imprisonment. Believing that his brother-in-law, Vernon Peter, had assisted in the investigation that resulted in his conviction, he arranged for Peter's murder. He announced his intentions to his sister-Peter's wife, Betty Peter - telling her to stay up-to-date on the insurance policies covering Peter's life because he intended to get even.

After his release from prison and while still on supervised release, Mallay offered Davindras Das \$10, 000 to murder Peter and gave Das \$500 to purchase a gun. On July 28, 1993, Camuldeen Allie, one of the men Das had recruited as a lookout, shot Peter several times in the head outside Peter's home in Woodside, New York. Mahay's sister subsequently collected \$400, 000 in insurance proceeds, from which she loaned Mallay at least \$60, 000.

In 1993, Mallay and James went to the New York home of Mahay's girlfriend and convinced her to take out life insurance policies on her father, Alfred Gobin. In January 1996, Gobin was murdered while on a visit

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to Guyana. Both Mallay and his girlfriend received insurance proceeds following Gobin's death.

Mallay and James engaged in a similar scheme aimed at Basdeo Somaipersaud, the heavy-drinking roommate of one of James' friends. In October 1994, without Somaipersaud's knowledge, James took out a \$100, 000 policy on Somaipersaud, naming James' sister as the beneficiary. In the fall of 1997, Mallay approached Kenrick Hassan, a member of Mahay's extended family, and offered him \$10, 000 to kill Somaipersaud. Although Kenrick declined the offer, Somaipersaud was found dead in a Queens park in January 1998 from a combination of alcohol and chlorpromazine. Mallay's girlfriend and wife, among others, received insurance proceeds from the Somaipersaud policy.

In October 1996, James negotiated and witnessed two \$250, 000 insurance policies on the life of Mallay's nephew, Hardeo Sewnanan. The policies were allegedly purchased by one William Mallay, but the purchaser used the same address as petitioner and Mallay's wife and sister were named as beneficiaries. In 1999, Mallay again approached Kenrick Hassan and asked him to murder Sewnanan, who was then living in Guyana. Hassan declined but referred Mallay to his brother, Derick Hassan, who lived in Guyana. Mallay traveled to Guyana to meet Derick,

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identified Sewnanan to Derick, and gave him \$10, 000. Although Derick later backed out of the deal, Sewnanan died in Guyana of poisoning on January 8, 1999, and Mallay received \$400, 000 from the Sewnanan policies.

Derick Hassan subsequently became a confidential informant for the Government. He met with Mallay while wearing a hidden recording device, pretending to be interested in working for the Mallay Enterprise. Mallay admitted that he hired people in Guyana to kill Sewnanan.

The Mallay Enterprise continued until 2002, Mallay went to a Guardian Life Insurance office in January 2002 and falsely represented to an insurance agent that an individual named Devadas Harichand was his cousin, Mallay purchased a life insurance policy on Harichand and named his son, Donald Mallay, as the beneficiary. Mallay also provided false phone numbers and addresses for Harichand.

### *The Indictments*

Mallay was first charged in connection with the above-described conduct in a superseding indictment filed in September 2002, (ECF Doc. No. 16.) That two-count indictment-which named both Mallay and James as defendants - charged each defendant with a single count of conspiring to commit murder-for-hire in violation of 18 U.S.C. § 1958.

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Approximately one year later, the Government filed a six-count second superseding indictment, (ECF Doc. No. 51), which again named both Mallay and James as defendants. This indictment charged the defendants, together with others, with three separate conspiracies to commit murder-for-hire and murders-for-hire in violation of 18 U.S.C. § 1958. The first two counts related to Somaipersaud, the next two counts related to Sewnanan, and the final two counts related to a John Doe.

On September 9, 2004, the Government filed a third superseding indictment (the "S-3 Indictment"). (ECF Doc. No. 93.) This indictment named not only Mallay and James but two new defendants: Betty Peter and her son, Baskanand Motillal. It contained nineteen causes of action, fourteen of which named Mallay.

The first count charged Mallay, James, and Motillal with racketeering in violation of 18 U.S.C. § 1962(c). That count listed ten racketeering acts, the first eight of which involved Mallay. The first three racketeering acts charged Mallay and others with mail fraud. Racketeering Act Four charged that Mallay, together with others, engaged in a money laundering conspiracy from January 1991 to October 2003. The next four racketeering acts each charged two state-law offenses: conspiring to commit the Class A felony of murder in the second degree in violation of

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New York Penal Law §§ 105.15 and 125.25(1), and acting in concert with others to commit murder in the second degree in violation of New York Penal Law §§ 20.00 and 125.25(1). Each of those four counts pertained to a different victim; Racketeering Act Five related to Peter, Racketeering Act Six related to Gobin, Racketeering Act Seven related to Sewnanan, and Racketeering Act Eight related to Somaipersaud. The indictment provided that these four racketeering acts could be established by proving either the conspiracy or the murder.

The second count charged all defendants other than Peter with racketeering conspiracy in violation of 18 U.S.C. § 1962(d). The third and fourth counts charged Mallay alone with conspiracy to commit murder-for-hire and the murder-for-hire, respectively, of Gobin. Count Five charged Mallay and James with conspiring to murder Sewnanan in aid of racketeering, a violation of 18 U.S.C. § 1959(a)(5). Counts Six and Seven charged Mallay and James with conspiracy to commit murder-for-hire and the murder-for-hire, respectively, of Sewnanan. Counts Eight and Nine charged Mallay and James with conspiracy to commit the murder in aid of racketeering and the murder in aid of racketeering, respectively, of Somaipersaud. Counts Ten and Eleven charged Mallay and James with

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conspiracy to commit murder-for-hire and the murder-for-hire, respectively, of Somaipersaud.

Mallay was not named in Counts Twelve and Thirteen, but was named in the next three counts. Count Fourteen charged all four defendants with conspiring to commit mail fraud between January 1991 and October 2003. Count Fifteen charged Mallay alone with committing mail fraud in 2002. Finally, Count Sixteen charged all four defendants with conspiring to launder money between January 1991 and October 2003. Mallay was not named in the final three counts of the S-3 Indictment.

### *The Trial and Verdict*

Mallay went to trial on the S-3 Indictment in 2007 and was found guilty of all fourteen counts against him. According to the Verdict Form completed by the jury foreman, (ECF Doc. No. 541), the jury also found that the prosecution had proved that Mallay had committed each of the eight racketeering acts of which he was accused.

Although Mallay was eligible to receive the death penalty for five of the fourteen counts, the jury was unable to reach a unanimous verdict with respect to the appropriate penalty. In 2009, the Court sentenced Mallay to 60 months' imprisonment for the mail fraud conspiracy, to 120 months each for the murder in aid of racketeering and one of the two counts of

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conspiracy to commit murder in aid of racketeering, to 240 months each for the mail fraud and conspiracy to commit money laundering, and to life imprisonment for each of the

remaining nine offenses. The Court ran all sentences concurrently for a total of life imprisonment.

### *Post-Conviction Motions and Direct Appeal*

Following his conviction/ Mallay moved for a judgment of acquittal pursuant to Federal Rule of Criminal Procedure 29(c), arguing that the evidence was legally insufficient to support his conviction. He also moved, along with co-defendant James, for a new trial pursuant to Federal Rule of Criminal Procedure 33. The latter motion was based on a July 2008 letter from Allie which implied that Peter's wife paid Allie and others \$7, 000 to shoot Peter but which did not recant Allie's trial testimony implicating Mallay and James in Peter's murder. The Court denied both motions. *See United States v. James*, No. 02-CR-778 (SJ), 2009 WL 763612, at \*5 (E.D.N.Y. Mar. 18, 2009).

Mallay raised eight separate issues on direct appeal, none of which are raised in the § 2255 motion which is at issue herein. On March 28, 2013, the Second Circuit affirmed Mallay's conviction in all respects. *United States v. James*, 712 F.3d 79, 87 (2d Cir. 2013). Mallay then petitioned the

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United States Supreme Court for a writ of certiorari, but that petition was denied on May 27, 2014. *United States v. James*, 572 U.S. 1134 (2014).

### *The Instant Motion*

On June 19, 2017-more than three years after certiorari was denied -Mallay, proceeding *pro se*, filed the instant motion to vacate, set aside, or correct the sentence pursuant to 28 U.S.C. § 2255 by placing a properly addressed, postage-paid envelope containing the motion in his prison mailbox. *See* Certificate of Service (ECF Doc. No. 725, p. 103.)<sup>[1]</sup> Mahay's Memorandum in support of the motion ("Mahay's Memo") raises four points, though the third point contains two related but separate arguments.

First, relying on the Supreme Court's June 20, 2016, decision in *RJR Nabisco, Inc. v. Eur. Cmty.*, 579 U.S. 325 (2016), Mallay argues that he was improperly convicted of "foreign conduct" in violation of the presumption against extraterritoriality. Although *RJR Nabisco* addressed only the question of whether RICO can apply extraterritorially, Mahay's Memo seeks to vacate not only Mahay's convictions for racketeering and

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racketeering conspiracy but also all convictions arising from conduct that occurred overseas.

Second, Mallay argues that the first eleven counts of which he was indicted must be dismissed on statute-of-limitations grounds. In making this argument, Mallay assumes that a five-year limitations period applies to all counts. He concedes that one of the racketeering

acts charged in Count One -Racketeering Act Four-allegedly occurred within the five years before he was indicted, but he argues that this is insufficient to render the indictment on that count timely. He also argues the crimes charged in the next ten counts are alleged to have been committed more than five years before he was indicted for those offenses. Mallay concedes that one of the overt acts alleged in Count 14 (mail fraud conspiracy) and the acts alleged in Counts 15 and 16 (mail fraud and money laundering conspiracy) were committed within five years of the S-3 Indictment.

The third point contains two arguments that are closely related to the second. First, Mallay argues that it was prosecutorial misconduct to indict him on the time-barred charges. Second, Mallay argues that the Court erred in failing to instruct the jury on the statute-of-limitations issue.

In the fourth point, Mallay argues that both his trial counsel and his appellate counsel provided ineffective assistance of counsel. Citing to

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*North South Fin. Corp. v. Al-Turki*, 100 F.3d 1046, 1051 (2d Cir. 1996), which noted that RICO "is silent as to any extraterritorial application," Mallay argues that defense counsel could and should have raised the extraterritorial argument even prior to the decision in *RR Nabisco*. In addition, Mallay argues that counsel were ineffective in failing to assert the statute-of-limitations defense.

The Government's letter responding to Mahay's Memo (the "Response") argues that all of Mahay's arguments except for the extraterritoriality challenge to the RICO convictions are time-barred by § 2255's one-year period of limitations. The Government nonetheless addresses the merits of both the extraterritoriality and statute-of-limitations arguments. The Government does not specifically address the merits of the prosecutorial misconduct and ineffective assistance arguments since these are predicated on the first two arguments,

## **DISCUSSION**

The instant motion is brought pursuant to 28 U.S.C. § 2255, which provides that a federal prisoner "claiming the right to be released upon the ground that the sentence was imposed in violation of the Constitution or laws of the United States, or that the court was without jurisdiction to impose such sentence, or that the sentence was in excess of the maximum

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authorized by law, or is otherwise subject to collateral attack, may move the court which imposed the sentence to vacate, set aside or correct the sentence." *Id.* § 2255(a). Section 2255 claims are subject to a one-year period of limitation which runs from the latest of:

- (1) the date on which the judgment of conviction becomes final;

(2) the date on which the impediment to making a motion created by governmental action in violation of the Constitution or laws of the United States is removed, if the movant was prevented from making a motion by such governmental action;

(3) the date on which the right asserted was initially recognized by the Supreme Court, if that right has been newly recognized by the Supreme Court and made retroactively applicable to cases on collateral review; or

(4) the date on which the facts supporting the claim or claims presented could have been discovered through the exercise of due diligence.

*Id.* § 2255(f). A judgment of conviction becomes final for purposes of § 2255(f)(1) when the Supreme Court "affirms a conviction on the merits on direct review or denies a petition for a writ of certiorari, or when the time for filing a certiorari petition expires." *Rosa v. United States*, 785 E3d 856, 859 (2d Cir. 2015) (quoting *Clay v. United States*, 537 U.S. 522, 527 (2003)).

In this case, Mahay's conviction became final on May 27, 2014, when the Supreme Court denied his petition for a writ of certiorari. *See James*, 572 U.S. at 1134.

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Mallay did not file the instant motion until June 19, 2017- more than three years later. Since the "one-year period is a statute of limitations rather than a jurisdictional bar/' courts "may equitably toll the period." *Hizbullahankhamon v. Walker*, 255 F.3d 65, 75 (2d Cir. 2001) (quoting *Smith v. McGinnis*, 208 F.3d 13, 17 (2d Cir. 2000)). But to establish a basis for equitable tolling, "a petitioner 'must show that extraordinary circumstances prevented him from filing his petition on time/ and ... 'must have acted with reasonable diligence throughout the period he seeks to toll.'" *Id.* (quoting *Smith*, 208 F.3d at 17).

Alternatively, "a credible showing of actual innocence may allow a prisoner to pursue his constitutional claims ... on the merits notwithstanding the existence of a procedural bar to relief." *McQuiggin v. Perkins*, 569 U.S. 383, 392 (2013). In this context, "'actual innocence' means factual innocence, not mere legal insufficiency." *Bousley v. United States*, 523 U.S. 614, 623-24 (1998) (citing *Sawyer v. Whitley*, 505 U.S. 333, 339 (1992)).

Mallay's Memo does not establish a basis for equitable tolling or Mallay's actual innocence of any of the crimes of which he was convicted. Rather, in arguing that his § 2255 motion is timely, Mallay's Memo relies on the Supreme Court's June 20, 2016, decision in *RJR Nabisco*, asserting that this decision recognized a new right and, under § 2255(f)(3), "retroactively

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opens" the "timely door" to his claims. (Mallay's Memo at 28.) Mallay's Memo also asserts that *RJR Nabisco* "is retroactive on collateral review," (*id.* at 29), but does not cite any authority for this proposition. In its Response, the Government does not argue that *RJR Nabisco* is not retroactive. Rather, the Government argues that "[e]ven assuming that case established a right newly recognized by the Supreme Court and made retroactively applicable to cases on collateral review -an issue about which the Second Circuit has not yet spoken- only his claims relating to extraterritorial application would be timely." (Response at 4.)

To the extent that the Government is arguing that all of Mallay's extraterritoriality arguments except those relating to the RICO convictions are untimely, the Court agrees. *RJR Nabisco* addressed two questions: whether "RICO's substantive prohibitions, contained in § 1962, apply to conduct that occurs in foreign countries" and whether "RICO's private right of action, contained in § 1964(c), appl[ies] to injuries that are suffered in foreign countries." *RJR Nabisco*, 579 U.S. at 335. *RJR Nabisco* did not establish any new rights or rules relating to the extraterritorial application of other criminal statutes. Indeed, in analyzing whether predicate offenses listed in the RICO statute had extraterritorial application, *RJR Nabisco* utilized the two-step framework reflected in *Morrison v. National Australia Bank Ltd.*, 561 U.S. 247

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(2010), and *Kiobel v. Royal Dutch Petroleum Co.*, 569 U.S. 108 (2013) -cases decided before Mallay's conviction became final. Accordingly, even assuming that *RJR Nabisco* is retroactively applicable to cases on collateral review, that case does not establish a basis for extending the start of the one-year limitations period relating to § 2255 claims other than those pertaining to Mallay's convictions for racketeering and racketeering conspiracy.

#### *The Extraterritoriality Argument relating to the RICO Counts*

"It is a basic premise of our legal system that, in general, 'United States law governs domestically but does not rule the world.'" *RR Nabisco*, 579 U.S. at 335 (quoting *Microsoft Corp. v. AT&T Corp.*, 550 U.S. 437, 454 (2007)). This premise is reflected in a rebuttable presumption against applying United States laws to conduct that occurs in foreign countries: the presumption against extraterritoriality. Under this presumption, federal laws have only domestic application "Ja]bsent clearly expressed congressional intent to the contrary." *Id.*

The Supreme Court has developed a two-step framework for analyzing extraterritoriality issues. As explained in *RJR Nabisco*:

At the first step, we ask whether the presumption against extraterritoriality has been rebutted - that is, whether the

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statute gives a clear, affirmative indication that it applies extraterritorially. ... If the statute is not extraterritorial, then at the second step we determine whether



the case involves a domestic application of the statute, and we do this by looking to the statute's "focus."

*Id.* at 337. "The focus of a statute is the objec[t] of [its] solicitude, which can include the conduct it seeks to regulate, as well as the parties and interests it seeks to protec[t] or vindicate." *WesternGeco LLC v. ION Geophysical Corp.*, 138 S.Ct. 2129, 2137 (2018) (internal quotations marks and citation omitted). "If the conduct relevant to the statute's focus occurred in the United States, then the case involves a permissible domestic application even if other conduct occurred abroad; but if the conduct relevant to the focus occurred in a foreign country, then the case involves an impermissible extraterritorial application regardless of any other conduct that occurred in U.S. territory." *RJR Nabisco*, 579 U.S. at 337.

Before analyzing whether and when a defendant's conduct in foreign countries can violate RICO, it is necessary to examine the RICO statute itself. RICO targets four different ways in which a "pattern of racketeering activity" may be used to infiltrate, control, or operate "a[n] enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce." See 18 U.S.C. § 1962. As summarized in *RJR Nabisco*:

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Section 1962(a) makes it unlawful to invest income derived from a pattern of racketeering activity in an enterprise. Section 1962(b) makes it unlawful to acquire or maintain an interest in an enterprise through a pattern of racketeering activity. Section 1962(c) makes it unlawful for a person employed by or associated with an enterprise to conduct the enterprise's affairs through a pattern of racketeering activity. Finally, § 1962(d) makes it unlawful to conspire to violate any of the other three prohibitions.

*RJR Nabisco*, 579 U.S. at 330. The first two counts of the S-3 Indictment accused Mallay of violating sections 1962(c) and 1962(d), respectively.

RICO defines the term "racketeering activity" to mean any of the dozens of state and federal offenses which are listed in 18 U.S.C. § 1961(1). These offenses include any act "indictable" under specified federal statutes, *id.* §§ 1961(1)(B)-(C), (E)-(G); certain crimes "chargeable" under state law, *id.* § 1961(1)(A); and any offense involving bankruptcy or securities fraud or drug-related activity that is "punishable" under federal law, *id.* § 1961(1)(D). These offenses are known as "predicates" or predicate offenses," though they are generally referred to as "racketeering acts" in indictments. A "pattern of racketeering activity" is a series of related predicates that together demonstrate the existence or threat of continued criminal activity. *H.J. Inc. v. Northvzve\$tem Bell Telephone Co.*, 492 U.S. 229, 239

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(1989). Section 1961(5) specifies that a "pattern of racketeering activity" requires at least two predicates committed within 10 years of each other.

In *RJR Nabisco*, the Supreme Court held that "§ 1962 applies to foreign racketeering activity - but only to the extent that the predicates alleged in a particular case themselves apply extraterritorially." *RJR Nabisco*, 579 U.S. at 339. In other words, "[a] violation of § 1962 may be based on a pattern of racketeering that includes predicate offenses committed abroad, provided that each of those offenses violates a predicate statute that is itself extraterritorial." *Id.*

In this case, the Government's evidence established a pattern of racketeering activity based on conduct that occurred exclusively within the United States. Six of the eight racketeering acts with which Mallay was charged involved exclusively domestic conduct. The Verdict Form establishes that jury found that the Government had proved all eight racketeering acts. Since the jury only needed to find that Mallay committed two racketeering acts within ten years to establish a pattern of racketeering activity, *see* 18 U.S.C § 1961(5), the Court could uphold the RICO conviction even if two of the racketeering acts were based on foreign conduct.

In fact, the two predicates that involved foreign conduct- Racketeering Act Six, relating to the murder of Gobin, and Racketeering Act

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Seven, relating to the murder of Sewnanan-were established by Mallay's domestic conduct, even though the murders themselves occurred in Guyana. Both of these two racketeering acts accused Mallay of two separate state-law offenses: conspiracy to commit murder in violation of New York Penal Law §§ 105.15 and 125.25(1) and murder under an acting-in-concert theory in violation of New York Penal Law §§ 20.00 and 125.25(1). Both of these racketeering acts could be made out by proving either that Mallay participated in the conspiracy or that he acted in concert to cause the murder.

To prove the conspiracy, the Government had to establish that Mallay, acting with the intent to murder, "agreed with one or more persons to engage in or cause the performance of conduct constituting the murder" and that Mallay or a co-conspirator committed at least one overt act in furtherance of the conspiracy. *See* N.Y. Crim. Jury Instructions, Penal Law § 105.15 (available at <https://nycourts.gov/judges/cji/2-PenalLaw/105/art105hp.shtml>.) The trial evidence established that while in New York, Mallay and James agreed to cause the murders of Gobin and Sewnanan. In addition, Mallay committed overt acts in furtherance of those agreements while in this state. Thus, although Gobin and Sewnanan were murdered in

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Guyana, Mallay's domestic acts provided the basis for his conviction of Racketeering Acts Six and Seven.

### *The Statute-of-Limitations Argument*

Mallay's statute-of-limitations argument is not only barred by the one-year statute of limitations but also procedurally barred because Mallay failed to raise it on direct appeal. A defendant is generally "barred from collaterally challenging a conviction under § 2255 on a ground that he failed to raise on direct appeal." *United States v. Thorn*, 659 F.3d 227, 231 (2d Cir. 2011) (citing *Yick Man Mui v. United States*, 614 F.3d 50, 53-54 (2d Cir. 2010); *Zhang v. United States*, 506 F.3d 162, 166 (2d Cir. 2007)). There are two exceptions to the rule that are relevant here. First, the procedural bar does not apply "if the defendant establishes (1) cause for the procedural default and ensuing prejudice or (2) actual innocence," *Thorn*, 659 F.3d at 231 (citing *Bousley v. United States*, 523 U.S. 614, 622 (1998)). Second, "an ineffective-assistance-of-counsel claim may be brought in a collateral proceeding under § 2255, whether or not the petitioner could have raised the claim on direct appeal." *Massaro v. United States*, 538 U.S. 500, 504 (2003).

As noted above, Mallay has not established his actual innocence of any of the crimes of which he was convicted. In addition, although Mallay

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argues that ineffective assistance caused the failure to raise these claims, he cannot establish prejudice because the statute-of-limitations claims are without merit.

"The federal criminal code contains two general statute-of-limitations provisions." *United States v. Payne*, 591 F.3d 46, 56 (2d Cir. 2010). Generally, the limitations period for non-capital offenses is five years. See 18 U.S.C. § 3282(a) ("Except as otherwise expressly provided by law, no person shall be prosecuted, tried, or punished for any offense, not capital, unless the indictment is found or the information is instituted within five years next after such offense shall have been committed.") However, "[a]n indictment for any offense punishable by death may be found at any time without limitation." *Id.* § 3281. "[F]or the purposes of the indefinite limitations period provided by 18 U.S.C. § 3281, an offense is 'punishable by death' when the statute 'authorizes death as a punishment/ regardless of whether the particular defendant is death eligible.'" *Matthez v. United States*, 622 F.3d 99, 103, n. 1 (2d Cir. 2010) (citing *Payne*, 591 F.3d at 59).

Although Mallay was death eligible with respect to only five of the fourteen counts of which he was convicted, nine of the counts authorized death as a punishment. First, 18 U.S.C. § 1958(a) authorizes the death penalty for anyone who commits murder-for-hire (charged in Counts Four,

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Seven, and Eleven of the S-3 Indictment) or who conspires to commit that crime (charged in Counts Three, Seven, and Ten). Similarly, 18 U.S.C. § 1959(a)(1) makes both murder in aid of racketeering (charged in Count Nine) and conspiracy to commit such a murder (charged in

Counts Five and Eight) punishable by death. Accordingly, the statute-of-limitations argument could not be made as to these nine counts.

The five-year statute of limitations applies to both the RICO count (Count One of the S-3 Indictment) and the RICO conspiracy count (Count Two), though the point at which the five-year period commences differs for the two counts. A "substantive RICO charge is barred by limitations as to any defendant unless that defendant committed a predicate act within the five-year limitations period." *United States v. Yannotti*, 541 F.3d 112, 123 (2d Cir. 2008) (quoting *United States v. Salerno*, 868 F.2d 524, 534 (2d Cir. 1989)) (emphasis omitted). The limitation period for a RICO conspiracy "does not begin to run until the accomplishment or abandonment of the objectives of the conspiracy." *United States v. Persico*, 832 F.2d 705, 713 (2d Cir. 1987).

In this case, Mallay concedes that the money laundering conspiracy (Racketeering Act Four in Count One) occurred within the five years before the S-3 Indictment was filed. (Mallay's Memo at 4.) Accordingly, there

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does not appear to be any basis for arguing that Count One was time-barred.

With respect to Count Two, the racketeering conspiracy was still ongoing as of January 2002, when Mallay falsely represented that he was related to one Devadas Harichand and took out an insurance policy on Harichand's life which named Mahay's son as the beneficiary. Since the S-3 Indictment was filed in September 2004, the statute-of-limitations defense was not available with respect to Count Two, either.

The five-year statute of limitations also applies to Counts Fourteen, Fifteen, and Sixteen-the last three of the fourteen counts on which Mallay was convicted. However, Mallay concedes that these three counts charged conduct which occurred within the five-year statute of limitations. (Mallay's Memo at 9-10.) Accordingly, Mallay was not prejudiced by counsel's failure to raise the statute-of-limitations defense.

#### *Prosecutorial Misconduct and Charge Error*

The two arguments raised in the third point of Mahay's Memo are both premised on the meritless statute-of-limitations argument. Specifically, Mallay argues that it was prosecutorial misconduct to indict him on the time-barred charges and that the Court erred in failing to instruct the jury on the statute-of-limitations issue. As discussed above,

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none of the counts in the S-3 Indictment were time-barred, so these arguments are without merit.

#### *The Ineffective Assistance Argument*



To establish ineffective assistance of trial counsel, a defendant "must show, not only that his counsel's representation was fundamentally defective, but also that, but for the counsel's errors, there is a reasonable probability that the result of the proceeding would have been different." *Aparicio v. Artuz*, 269 F.3d 78, 95 (2d Cir. 2001) (citing *Strickland v. Washington*, 466 U.S. 668, 687 (1984)). "*Strickland's* two-prong test applies equally to claims of ineffective assistance of appellate counsel on a defendant's first appeal as of right." *Id.* (citing *Evitts v. Lucey*, 469 U.S. 387, 396-97 (1985)).

To the extent that Mallay is arguing that his trial counsel and appellate counsel provided deficient representation because they failed to raise the extraterritoriality issue, that argument is meritless. First, as explained above, the racketeering and racketeering conspiracy counts were proved based entirely on domestic conduct. Advancing this argument would not have affected the outcome of the case.

Trial and appellate counsel also could not have raised the extraterritoriality argument with respect to the other five counts pertaining

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to Gobin and Sewnanan. First, the conspiracies to commit these murders (Counts Three, Five, and Six of the S-3 Indictment) occurred in the United States. In addition, the murder-for-hire statute, 18 U.S.C. § 1958, applies extraterritorially. The statute provides for criminal penalties for anyone who "travels in or causes another ... to travel in interstate or *foreign commerce*, or uses or causes another ... to use the mail or any facility of interstate or *foreign commerce*, with intent that a murder be committed in violation of the laws of any State or the United States as consideration for the receipt of, or as consideration for a promise or agreement to pay, anything of pecuniary value ...." 18 U.S.C. § 1958(a) (emphasis added). Thus, by its terms, the statute applies to persons who travel internationally with the intent of arranging a murder that violates domestic laws, even if the murder is committed overseas. See, e.g., *United States v. Samia*, No. 13-CR-521 (LTS), 2017 WL 980333, at \*1 (S.D.N.Y. Mar. 13, 2017) (reinstating murder-for-hire charges against defendants who traveled in foreign commerce in connection with the murder of a non-U.S. national in the Philippines). Accordingly, defense counsel could not have raised the extraterritoriality argument with respect to the murder-for-hire counts (Counts Four and Seven of the S-3 Indictment).

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In addition, as discussed above, neither trial counsel nor appellate counsel had any basis for making statute-of-limitations arguments. Since Mallay has not established that either trial or appellate counsel provided deficient representation, his ineffective assistance claim is without merit.

## CONCLUSION

For the reasons set forth above, Mallay's motion to vacate, set aside, or correct the sentence pursuant to 28 U.S.C. § 2255 is denied in its entirety. The Clerk of Court is directed to enter judgment dismissing Case No. 17-CV-3781 (SJ) and to mail a copy of the judgment and this Memorandum and Order to Mallay. Because Mallay has not made a substantial showing of the denial of a constitutional right, a certificate of appealability will not issue. *See* 28 U.S.C. § 2253(c)(2).

**SO ORDERED.**

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Notes:

[1] This citation refers to the page number assigned to the document by the Electronic Case Filing system.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex*  
*rel.* Larry Hawkins, *et al.*,

*Plaintiffs*

v.

MANTECH INTERNATIONAL  
CORPORATION *et al.*,

*Defendants.*

Civil Action No. 15-2105 (ABJ)

**FILED UNDER SEAL**

**[PROPOSED] ORDER**

UPON CONSIDERATION of the motion to dismiss the Third Amended Complaint (“TAC”) by Defendants ManTech International Corp. and ManTech Telecommunications and Information Sys. Corp (“ManTech”), the Court having reviewed the TAC, considered the various grounds cited by ManTech for dismissing one or more of the counts, and analyzed Relators’ opposition, the Court hereby **ORDERS** that ManTech’s motion to dismiss is **DENIED**.

The Court further **ORDERS** that ManTech file an Answer to the TAC that comports with Fed. R. Civ. P. 8 insofar as ManTech answers, in good faith, each allegation of the TAC.

The Court further **ORDERS** that should ManTech elect to assert any affirmative defenses to the TAC it must do so with the particularity required of *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007).

\_\_\_\_\_  
Date

\_\_\_\_\_  
AMY BERMAN JACKSON  
United States District Judge