

Joint Product Manager Consequence Management (JPdM CM)

PERFORMANCE WORK STATEMENT

for

Over and Above and Refurbishment Services
For SAIC Non Intrusive Inspection Systems (NIIS)
Deployed in Southwest Asia (SWA)

ID01120036

August 2012

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1.0 General

The Contractor shall provide all necessary labor, materials (i.e., tools, maintenance manuals and testing equipment, spare parts), and services required as described in this Performance Work Statement (PWS) for refurbishment of and over and above work for the Commercial Off-The-Shelf (COTS) Science Applications International Corporation's Non-Intrusive Inspections Systems deployed in South West Asia (SWA) for the protection of U.S, Coalition and Foreign Military forces.

This is a single award (sole source, see J&A dated 20 Aug 2012) Requirements contract. Each task order shall be performed in accordance with 252.217.7028 – Over and Above Work (Dec 1991). Failure of the Government to furnish items for repair of refurbishment does not entitle the contractor to any equitable adjustment in price.

Per statement received on 21 Feb, 2012 from SAIC, “Under the Sealed Source and Device registry for VACIS Inspection Systems, only an authorized Specific Licensee (i.e. SAIC) may perform training and maintenance on these products amongst other important service such as the annual leak testing.”

Service responses are detailed in section 1.3.1.1. Replacement of parts shall be at the authorization of JPdM-CM. Austere conditions, for which the Contractor shall be prepared, may exist at sites including lack of covered warehouse space for storage of Theater-Provided Equipment and performing maintenance operation in limited base operations infrastructure.

1.1 Background.

The Non-Intrusive Inspection Systems and Entry Control Point systems in Southwest Asia were purchased by U.S. Army Product Manager Force Protection Systems (PM FPS) to satisfy the requirements of Joint Operational Needs Statement CC-0315. These systems provide critical Force Protection measures to safeguard and protect soldiers from hidden Improvised Explosive Devices (IEDs) and other contraband not visible to the human eye; their use prevents the need for Soldiers to search vehicles by hand, eliminating or reducing their risk of exposure to dangerous materials. NIIS is in place to help ensure the Soldier's safety and the safety of those located on or near the forward operating bases and entry control points (ECP).

1.2 Definitions

- a. Fully Mission Capable (FMC) (Green) is defined as all functions of the system being in their proper working condition, to include but not limited to the system being able to scan images, move under its own power (when applicable), and is able to operate independent of an outside power source.
- b. Partially Mission Capable (PMC) (Yellow) is defined as the system being able to scan images in a proper working condition, however all functions of the system are not in proper working order, to include but not limited to moving under its own power (when applicable) operating independent of an outside power source.
- c. Non Mission Capable (NMC) (Red) is defined as the system being unable to perform its intended mission or is not in working condition.

1.3 Sustainment

Sustainment services are covered under task order GST0112-BK0019 under Federal Supply Schedule contract GS-07F-0210J.

1.3.1 Standards

Task	Standard	Frequency
	Objective	
Complete task orders within time and money budget	100%	As required

1.3.2 Period of Performance

Period of Performance shall be one year from date of award.

1.3.3 Training

1.3.3.1 Contractor Personnel Training.

The contractor shall provide training for its own personnel in all areas of safety, operation and maintenance of the NIIS systems, emergency procedures, and troubleshooting procedures. Contractor shall also provide qualified trainers that will perform operator training described in sect. 2.1.1.1 below.

1.3.4 Drawdown

Upon receipt of instructions from theater command authorities in accordance with disposition instruction issued through the Material Enterprise Non-Standard Equipment (MENS-E) data base, drawdown activities will be coordinated between JPdM CM, contracting officer and representatives in the SWA AOR (area of responsibility) and in coordination with the U.S. Central Command (CENTCOM). The contractor will provide a drawdown plan delineating contractor responsibilities and Government responsibilities. The plan will include existing and required resources and associated supplies (facilities, fuel, consumables, etc.), techniques and methods required for both short and long term storing / preserving equipment (including environmental considerations) and transporting equipment (manuals for packaging, loading and unloading, un-packaging and reinstalling if required).

1.3.5 Refurbishment. The Contractor shall support the refurbishment process to a desired level of combat capability (i.e. 10/20 or Fully Mission Capable; see DA PAM 750-35 Glossary & AR 750-1, Para 3-1 & 4-6), contingent upon PCO/COTR approval and availability of funds.

1.3.6 Site Survey/Preparation. The contractor shall perform the civil work to prepare the site for installation, including:

- Install conduits for power and data.
- Pour concrete pads for the VACIS system source, detector tower and booth.
- Install foundations for the VACIS system source, detector tower and booth.
- Validation test to confirm that the VACIS system is performing to specifications.
- Prepare a site design for civil work and system installation.

1.3.7 Battle Damage/Battle Loss. Systems that are placed in the category as being battle damaged/or battle loss will be identified to the Government COTR to coordinate with the Department of Defense (DoD) for disposition instructions.

1.3.8 Types of equipment to be repaired and maintained include but are not limited to:

- Military Mobile VACIS (MMVACIS)
- Mobile VACIS (MVACIS)
- Relocatable VACIS (RVACIS)
- Railroad VACIS

The contractor will provide inventory of parts they determine sufficient to be in accord with sustainment metrics.

1.4 Data and Information. N/A, NIIS are stand alone non Information Technology (IT) systems, and do not transmit data.

1.4.1 Programmed Requirements N/A

1.4.2 Mission Analysis Meeting

Covered under the sustainment task order.

1.4.3 Review and Analysis

Covered under the sustainment task order.

1.4.4 All records, files, reports, and data deemed proprietary by the Contractor shall be clearly marked accordingly. Contractor shall have all proprietary interest in the work product developed by said Contractor during the course of this award and expressly retains all rights to copyrights, patents, trade secrets or other proprietary rights. Procedures, SOPs, records, files, reports and data developed or delivered under the contract resulting from this PWS by the Contractor to the Government will be Government property.

2.0 Workforce Management

Section 2 applies to the contractor's employees' work and behavior requirements while operating in a Host Nation that must be met and or followed. The following items are the responsibility of the Contractor to investigate, estimate as to cost, and coordinate findings with the Government. The articles are not all-inclusive, but are examples of items meeting this intent.

2.1 Contractor Personnel

2.1.1 Personnel Qualifications/Training. Contractor personnel shall be trained, qualified, certified and/or licensed and fully capable of performing the requirements specified in this PWS. The Contractor shall provide initial and refresher training as required.

2.1.1.1 The Contractor, upon request, shall produce a Contractor personnel file for review by the Government, which identifies current on-board personnel, training qualifications, special certifications, licenses, whether mission essential, immunizations, and skills incumbent to the

assigned job and position. These skills shall be consistent with those required by applicable technical publications or regulatory requirements (e.g., soldering, welding, painting, armor, familiarity with military weapons, technical manuals, and database systems).

2.1.1.2 Contractor personnel are required to interact with Government personnel and other Contractors and shall be able to communicate fully in English, both in writing and orally.

2.1.1.3 The Contractor shall obtain, by the performance start date and maintain throughout the contract, security clearances and background checks for first-line supervisors and/or any employee (Contractors that may have the requirement to send classified data pertaining to the actual locations of some equipment). who performs classified tasks and who perform data entry under this PWS. All key personnel will possess or have the ability to obtain a secret security clearance.

2.1.2 Compliance with Host Nation Rules, Status of Forces Agreement (SOFA) and Defense Contracting Agency Agreements (DCA), and Customs

The Contractor shall abide by all Host Nation and Government rules to include safety requirements, customs, regulations, laws, directives and requirements which are issued during the contract term relating to law and order, labor, administration, and security on and off the installation. Violation of such rules, regulation, laws, directives or requirements shall be grounds for removal (permanent or temporary as the Government determines) from the work site.

2.1.2.1 Conduct

The Contractor shall monitor the performance and conduct of its personnel to assure contract requirements are met and host nation laws and customs are fully complied with. The Contractor shall not hire any person whose employment would result in a violation of the Executive Branch, 5 Code of Federal Regulation Part 2635(Standards of Ethical Conduct). Contractor will be required to adhere to all rules and regulations established by the local Commander. Contractor personnel will be required to abide by all clauses of General Order 1.

2.1.2.2 Background Checks

The Contractor shall be responsible for performing employment background/records checks on all Contractor employees, to include foreign nationals. The Government may also perform background/records check on Contractor employees. The Contractor shall not allow employees to perform duties under this contract if the check reveals sufficient derogatory information to consider that employee unfit for work in support of this contract. The Government reserves the right to remove any Contractor employee from performance under this contract, whom the Government deems to be unsuitable. The Contractor shall not allow any employee who has possession of or who is under the influence of alcohol or other illegal substances to perform work.

2.1.3 Wear of Clothing and Identification

To differentiate FSRs from Military, each Contractor employee shall wear clothing, provided by their local employer, for identification (e.g., shirt with company logo), or uniform consistent with installation/command policies, as required by the Theater Commander. Contractor employees

shall wear the proper identification tags, badges, or cards to easily identify an individual's name, company, or mission at all times when on the installation. IAW DA PAM 715-16, Chapter 5-1 (Contractor Deployment Guide). See (i) Military clothing and protective equipment. The employer manages the clothing requirement

2.1.4 Vehicle Licensing and Operation

2.1.4.1 Contractor operated vehicles are subject to the registration and insurance requirements of the host nation. Contractor vehicles should be marked for easy identification. Contractor vehicles shall be maintained to ensure safe operation. Government reserves the right to refuse use of an unsafe or improperly maintained vehicle.

2.1.4.2 Personnel shall possess the appropriate license for operation of property and equipment (i.e., commercial or military). The Contractor shall administer the program IAW AR 600-55, Chapter 2.5 (Army Driver and Operator Standardization Program). The Contractor shall provide skilled instructors to train and test personnel in equipment operation. The Contractor personnel file should reflect all operator certifications for specific equipment.

2.1.4.3 Contractor shall provide transportation for their personnel on post; i.e., between work site, quarters, and Dining Facility.

2.1.5 Housing/Meals. The Government shall be responsible for providing adequate housing and meals for assigned personnel. See DA PAM 715-16, Chapter 7-2.

2.1.6 Medical Treatment. Medical Care and Screening. See DA PAM 715-16, Chapter 8-1.

2.1.7 Immunizations. Medical Care and Screening. See DA PAM 715-16, Chapter 8-1 Chapter 4-2,d Medical Screening/processing.

2.1.8 The Contractor shall coordinate all field visits (to include incoming visitors) with the COTR or his/her designee and the local Commander for the site to be visited.

2.2 Project Management and Supervision

2.2.1 The Contractor shall designate in writing and submit to the COTR or his/her designee, a person to act on behalf of the Contractor for all matters relating to this contract. This person (or his/her designated representative) shall be on duty at the site during regular duty hours.

2.3 Conservation of Resources. The Contractor shall establish and maintain a resource Conservation Program for all Government furnished utilities, fuel, and other natural resources IAW DODI 4715.3 (Environmental Conservation Program). The Contractor shall comply with local command recycling and waste and debris removal policies.

2.4 Hours of Operation. The Contractor shall provide for 24/7 maintenance operation. The Contractor shall establish regular duty hours and submit to the PCO/COTR or his/her designee for approval. The standard work week shall be 72 hours (6 days x 12 hours per day). The Contractor shall maintain 7 days a week operations and 24 hour coverage in specified (Specific

areas can be defined as areas/bases where the systems are permanently situated or in strategic locations to enable the most expeditious response to requests for assistance) areas as directed by the PCO/COTR or his/her designee. The Contractor shall maintain capability (by providing communications and facility operations) to provide 24 hour-a-day coverage to meet surge or emergency requirements as directed by the PCO/COTR or his/her designee.

2.5 Overtime. Overtime is not authorized without prior approval by the Contracting Officer.

2.6 Interface with Installation Staff Duty Officers. The Contractor shall provide to the COTR or his/her designee, the name, telephone number, and address of the employee(s) to be contacted during other than regular duty hours in an emergency.

2.7 Management Plan. The Management Plan provided under the sustainment task order shall apply to this contact as well.

2.8.1 Life and Logistics Support. Basic life support includes Government-controlled working and living space and accommodations, material, equipment, and services, which the Government determines that can be made available at, or through, any site (The main bases provide life support, and at the FOBs, the contractor must make their own temporary arrangements while performing required work) where Contractor support services are performed. All Government property in the possession of the Contractor, provided for the Contractors basic life support, shall be used and managed in accordance with the Government property clause applicable to this task order. The Government will provide the following life and logistics support consistent with the level of services available at each Contractor assigned locations IAW with applicable regulations the local Commander or as established by local policy within the Contractor’s area of operations, as follows:

Life and Logistics Support	
Billeting	MWR
Food Service	Fire Protection
Mail Services (US Citizens Only)	Physical Security
Electrical	Transportation Support
Power Generation	Laundry
Waste Management/Disposal	Post Exchange/Base Exchange
Black/Gray Water Removal and Disposal	Gymnasium
Office support to include, but not limited to, office space, furniture, and supplies	Commissary
Force Protection Barriers	
Emergency Medical Care	

2.8.2 Force Protection. While performing duties in accordance with the terms and conditions of this PWS, the local Theater Commander will provide force protection to Contractor employees

commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, and DLA) civilians in the operations area.

2.9 Special Legal. Public Law 106-523 (Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code), to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes that apply to Contractor employees deployed OCONUS.

2.10 Contractor Manpower Reporting (CMR).

2.10.1 The Contractor shall report ALL Contractor manpower (including Sub-Contractor manpower) required for performance of this PWS.

2.10.2 The Contract Manpower Reporting requirement shall flow down to all contracts/subcontracts. The Contract Manpower Reporting shall be uploaded to the web site (<https://cmra.army.mil>), October 31, for each fiscal year.

2.10.3 The Contractor Manpower Reporting requirements are as follows:

2.10.4 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 Sub-Contractor manpower) required for performance of this PWS.

2.10.5 The Contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes:

(1) Contracting Office, PCO, COTR; (2) Contract number, including task and delivery number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name and address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including Sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including Sub-Contractors); (7) Total payments (including Sub-Contractors); (8) Predominate Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominate 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 Unit Identification Code for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractor perform the work (specified by zip code in the United States and 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 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 use 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.

2.11 Deployment Support.

2.11.1 General.

2.11.1.1 The Contractor shall, by law or otherwise, in the event of a declared "contingency", be directed by the PCO/COTR or his/her designee to perform in support of the declared contingency. Support may be performed (1) in the identified contingency area of operations, also known as theater of operations, or (2) in support of a contingency but not in the area of operations.

2.11.1.2 The Contractor shall provide support in accordance with the Contractor's Government-approved contingency plan/SOP and other operational guidance provided by the Government.

2.11.1.3 The Contractor shall perform and accomplish the mission in accordance with the Government's operational guidance until released by the proper chain of command.

2.11.1.4 The Contractor shall have, within 45 days of award, a Government-approved force protection plan that provides force protection and security commensurate with the established threat level. Increased alert status may restrict the access and movement of Contractor employees to and from the facility.

2.12 Planning Operations.

2.12.1 The Contractor shall conduct management and planning functions during the course of the effort. The Contractor shall plan activities, schedule activities and milestones, report on activity and progress toward accomplishing objectives, and document the results of the project efforts. Activities are relayed to the COTR by TELECONS, PMRs and email.

2.12.2 The Contractor must conduct additional status reviews as requested by the COTR or his/her designee to support the scope of the PWS. The Contractor must be prepared to support briefings and verbal discussions regarding the technical status of the PWS activities.

2.13 Common Access Card (CAC).

IAW applicable regulations, directives and polices, the Common Access Card (CAC) will be issued to DOD Contractors. All DOD Contractors are required to have the following documentation before any identification card, renewal or initial issue, can be provided:

- 1) Valid Passport
- 2) Must be registered in Synchronized Pre-deployment and Operational Tracker (SPOT)
- 3) A Letter of Authorization (LOA) with a fund citation and must be signed by a Primary Contracting Officer (PCO)
- 3) Valid Copy of the awarded DOD Contract

3.0 Government Furnished Property/Equipment (GFP/GFE)

3.1 General. FAR 45.0 Government Property (GP) shall determine the definitions, clauses, policies, and procedures for GP, unless otherwise specified in this PWS. Government Property in the possession of the Contractor shall be maintained and serviced to a fully operational state IAW DA PAM 750-8 (Army Maintenance Management System), or the manufacturer's service and maintenance recommendations, as applicable.

3.1.1 Common hand tools and other commercially available tools, equipment, and information management equipment, if furnished by the Government, will not be replaced by the Government as a direct cost to the contract when lost, damaged, or destroyed by the Contractor due to negligence or misuse. The contractor will replace and pay for the replacement equipment of the same or better capabilities as determined by the Government.

3.1.2 The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government Property in its possession for the accounting and requisitioning of GFP and GFE IAW FAR 52.245-1. The Contractor shall submit Defense Department (DD) Form 1662 annually to the PA for all GFP in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government Property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government Property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

3.1.3 The Contractor shall request Contractor Acquired Property (CAP) and Contractor Acquired Services (CAS) in writing through the Procurement Authority (PA) and the COTR or his/her designee for review and approval. Approval must justify that the Government cannot readily support the requirements through the national supply system, Government contracting and local purchase system, or meet "time and/or quantity availability" requirements.

3.1.4 Non-Tactical Vehicles. The Contractor shall be responsible for submitting all requests for new requirements or renewals for NON-TACTICAL VEHICLES (NTVs) which are either: 1) GFE being utilized by the Contractor to support missions under this PWS, or 2) Contractor Leased Vehicles, which are justified and GOVERNMENT funded under this PWS. All requests will be submitted to the local Theater command COTR or his/her designee and forwarded to the appropriate approving official. Any leased commercial vehicles are procured by the contractor and would/should have been included in the contractor's initial bid. General Services Administration (GSA) vehicles will not be provided. The Contractor shall follow Army motor pool and dispatch procedures for Government-provided and Contractor-acquired vehicles. Operation of Contractor and Government operated motor vehicles shall be in accordance with Country, Theater, Installation, Command Directives, and IAW FAR 52.245-1 and 52.245-5 (Government Property).

3.1.5 Fuel Support. The Government will provide fuel for non-tactical wheel vehicles and equipment in the Contractor's possession to support the various missions, under this PWS. The Contractor shall display on their vehicle(s) the valid authorization authorizing them fuel support under this PWS. The Contractor shall be turned away without valid authorization or proof. Commercial (non-government) fuel points for contractors to obtain fuel, will be identified by the Joint Contracting Command (JCC) and the COTR or his/her designee.

3.2 Disposition of Government Property.

The Contractor shall report and dispose of excess GFP IAW FAR 45.602-1 (Reporting, Reutilization, and Disposal) and FAR 48 Sub Part 245.6 (Reporting, Redistribution and Disposal of Contractor Inventory).

4.0 Supply Operations

none

5.0 Operations

5.1 The Contractor shall only use US passport holders with the appropriate security clearance to perform maintenance on classified equipment/sensitive items and manage classified repair parts. Due to the austere nature of the applicable AOR, the Contractor shall be required to maintain and store a large percentage of equipment and vehicles in other than fixed facilities or in the open.

It is understood that not all spare parts will be forward based in SWA and may require export from the US to SWA in order to support the repair. Upon contract award the contractor shall have an export license to facilitate the exportability of the Government purchased parts for the systems in SWA.

5.1.1 The Contractor shall be responsible for scheduling, operations, planning, execution, quality control, and documentation of maintenance actions. The Contractor shall staff and manage maintenance operations to ensure maximum production capacity by the most efficient utilization of facilities, equipment, parts, personnel, and time. The Contractor shall maintain equipment in accordance with the maintenance standard described below. The priority for work may change, based on the current tactical situation. Maximum flexibility must be maintained by the Contractor to support changing priorities, as directed by the PCO/COTR or his or her designee.

5.1.2 Trained Operators. The Contractor shall provide trained operators that possess the required experience, and provide sustainment training for personnel to support the specific types of equipment that shall be supported under this PWS. The Contractor shall make available to the Government personnel training and qualification records.

5.1.3 Technical Library/Publications.

The Contractor shall ensure that individual work sites are provided the most current reference materials for each end item of equipment.

5.2 Warranty Items. The Contractor shall maintain records and status of all equipment under warranty. Maximum use shall be made of warranties to execute repairs. The Contractor shall not execute repairs to equipment under warranty prior to contacting the manufacturer or warranty control office. COTR or his/her designee approval is required for Contractor execution of repairs on equipment under warranty. Warranty actions and records shall be maintained and documented as required by AR 750-1 (Army Materiel Maintenance Policy), paragraph 4-37.

5.2.1 Warranty Records. The Government shall provide the Contractor with records of all Government-owned property, vehicles, and equipment that is under warranty and used, managed, or supported under this PWS. Records shall identify the item, the nature, and expiration date of the warranty, and the name and location of the firm to contact about entitlement under the warranty.

5.2.2 Warranty Enforcement. The Contractor shall enforce warranties. The Contractor shall immediately inform the COTR or his or her designee of difficulties encountered in the enforcement of warranties and of instances in which the costs of enforcement would exceed the benefits derived.

5.2.3 The Contractor shall repair warranty items without recourse to the warranty if the Government directs such repair. The Contractor shall be responsible for any repair costs of warranted items if the damage is the result of abuse, improper operation and maintenance, or negligence by Contractor personnel.

5.3 The Contractor shall dispose of all replaced/discarded hardware, as required by the COTR or his/her designee to the local Defense Reutilization and Marketing Office (DRMO).

6.0 Quality Assurance (QA) / Quality Control (QC) Operations

6.1 Quality Program. The Contractor shall employ an ISO 9001:2000 comparable quality system for each of the major functional areas. The systems are commercial products and meet all ISO requirements.

6.1.1 The Contractor shall provide personnel that possess the required experience, and provide annual training for the personnel to support the specific types of equipment and missions under this PWS. The Contractor shall maintain on-site, and make available to the Government, personnel training and qualification records. The required experience is training provided by the contractor prior to being assigned to the theater area of operations. The contractor determines the experience level required to work on their systems. SAIC is the contractor as well as the OEM.

6.2 Inspections.

6.2.1 The Contractor shall ensure that QA procedures are in use throughout all aspects of the supply, maintenance, and operations to verify compliance with existing technical and regulatory guidance for repairing and maintaining items. However, the contractor has no authority over transportation of systems by the military.

6.2.2 Quality Assurance Inspections. The Government staff has the right to inspect and test all equipment and services within this PWS. Designated Government personnel will perform QA inspections.

6.2.2.1 The Government staff shall perform inspections and tests in a manner that shall not unduly delay the work.

6.2.2.2 All examinations or tests performed by the Contractor shall be subject to Government QA surveillance. The Government shall verify actions taken by the Contractor through visual monitoring, documentation review, and/or hands-on inspections and process/product audits. Government QA inspections shall be conducted at various stages of all operations.

7.0 Safety Operations

7.1 Safety Program. Within 15 days after award, the Contractor shall implement and maintain a safety program plan for preventing accidents and preserving the life, safety, and health of both Contractor and Government personnel and equipment involved in the performance of this PWS or receiving services provided under this contract. Contractor shall submit the plan at the time of award to the COTR or his/her designee for approval. The Contractor shall be responsible for the safety and health of his or her employees and protection of the public at the Contractor work sites. The US Army Commander's designated Safety Occupational Health Official(s) will conduct oversight of Contractor operations to help ensure the safety of DOD-owned equipment; protection of the production base; protection of Government property and on-site DOD personnel from accidental losses; and the protection of the public. The above program shall also address ammunition and explosives safety. It shall comply, as a minimum, with DOD Instruction 4145.26M, DOD Contractors Safety Requirements for Ammunition and Explosives, July 1997 and DODI 6055.1 the DOD Safety and Occupational Health Program. SAIC has implemented a plan at the time of original contract award in 2008 and continues to practice their safety program to date.

7.2 General. In concert with implementation of the Contractor's safety program, the Contractor shall:

7.2.1 Provide appropriate industrial safety equipment, training and procedures for his own employees and appoint a trained safety officer to administer the program.

7.2.2 Comply with all federal, host country, US Army, and local command directives and regulations that pertain to safety, health, and fire prevention. Contractor shall insure inspection, compliance and verification of all load testing on Material Handling Equipment / Construction Handling Equipment, jack stands, lifts etc.

7.2.3 Immediately report to the COTR or his/her designee all available facts relating to each incident of damage to GP material, any occupational illness or injury to Contractor or

Government personnel, any injury or illness to a member of the general public resulting from Contractor operations, or any damage to property belonging to a member of the general public.

7.2.4 The Contractor shall report all lost, damaged, or destroyed GFP/GFE to the COTR or his/her designee and the PA within 24 hours. Report serious damage immediately, IAW DOD 4161.2-M, paragraph C2.5.4.1. (Manual for the Performance of Contract Administration). The data requirements of DOD Manual 4161.2-M, paragraph C2.5.4.2 shall be used to develop the report. The procedures for this report shall be contained under the functional area of "Property Management" in the Contractor's approved Property Control System.

7.2.5 The Army shall immediately secure the accident area and wreckage and not permit any movement of evidence until permission to do so is granted by the accident investigation authority, COTR or his/her designee and the local Commander. Notification of release of equipment by the investigative authority will be furnished through the COTR or his/her designee. In securing the area, the Contractor shall take measures to prevent further injury to personnel or damage to property.

7.2.6 In the event of any accident (caused by contractor, US or Foreign Nationals or from battle damage) causing injury or property damage, the Contractor shall notify the COTR or his/her designee in writing within 24 hours. The Final Investigative Report is to be submitted NLT 30 days from the date of the accident IAW DA PAM 385-40 (Army Accident Investigation and Reporting). All reports will be completed using a DA Form 285-AB-R. If completion of all factual findings cannot be accomplished within that period, the Contractor may request an extension from the COTR or his/her designee.

7.2.7 The Contractor shall cooperate fully and assist Government personnel during the accident investigations.

7.2.8 The Contractor shall cooperate with military officials in any investigations of accidents in order to determine the causes and formulate corrective actions to prevent recurrence. The PCO/COTR and his or her designee of the results of such investigations.

7.2.9 The Contractor shall immediately identify to the Government any safety hazards for which the Contractor contends it is not contractually bound to correct.

7.2.10 The Contractor shall not accept hazardous materiel shipments unless accompanied by Materiel Safety Data Sheets (MSDS). The MSDS must be already on-hand, or it is readily available on the internet. The only exception to this is if non-acceptance of the shipment would create a life-threatening emergency as determined by the US military. The contractor (SAIC) has a designated Radiation Safety Officer (RSO) trained to Military requirements and assists the local Military RSO in training requirements and performing required radiation test procedures.

7.2.10.1 The Contractor shall obtain and maintain current copies of the MSDS for all hazardous materials being used.

7.2.10.2 The Contractor shall maintain MSDSs in each workplace/work-site for the hazardous materials used in that particular workplace/work-site.

7.2.10.3 Provide to the COTR or his/her designee a complete set of MSDS and update as required.

7.2.11 Contractor employees can be provided personal protective clothing and equipment (PPE); which includes Nuclear, Biological, and Chemical (NBC) defensive equipment, if required by the Theater Commander (See DA PAM 715-16, chapter 5-1). These items will only be issued at the deployment processing centers, and will be based on the specific circumstances of the deployment for duties to be performed (See DA PAM 715-16, chapter 5-1). The Government will ensure that Contractor personnel are trained and knowledgeable in the correct wearing of all required PPE, and will maintain written documentation of this training per 29 CFR 1910.132.G.7. An authorized list of Organizational Clothing and Individual Equipment (OCIE) may be found in DA PAM 715-16, Appendix B. Additionally, the Government may require reimbursement if issued clothing or equipment is lost or damaged.

7.2.12 The Contractor shall perform a hazard assessment of each workplace IAW CFR 1910.132 to determine if in their determination, hazards are present, or likely to be present, which necessitate the need to identify and provide needed personal protective equipment. Hazard assessments shall be accompanied by a Risk Assessment completed IAW DA guidelines. Copies of the assessment shall be forwarded to the Theater Safety officer and the COTR or his/her designee (see DA PAM 1715-16) .

7.2.13 At a minimum, the Contractor shall perform and record daily safety inspections of all work areas. The Contractor shall immediately correct any deficiencies, unless corrective action is outside the responsibility of this PWS. In these instances, the Contractor shall immediately report such deficiencies to the COTR or his/her concerns/findings and also contact the Theater safety Office. The Contractor, in conjunction with the Government, shall take all necessary steps to mitigate the hazard until permanent action can be taken to resolve the deficiency. The contractor accepts the risks of working in a combat environment and may spend dollars to improve conditions if they do not violate and are in agreement with base regulations and have the permission of the Base Command authority.

7.2.14 Contractor shall immediately notify the COTR or his/her designee in the event any munitions or explosives are found in searched vehicles at any time.

7.2.15 During extended operations (that exceed the established operational scanning periods without PMCS), the Contractor shall have a certified safety representative on-duty to monitor operations.

7.3 Radiation Protection. The Contractor shall appoint a trained Radiation Safety Officer to ensure the proper storage, handling, shipping and receiving of radioactive materials. The Contractor shall ensure and document that all Contractor personnel working with and handling radioactive material, i.e., tritium and depleted uranium, have all required training and baseline

medical examinations required by the Nuclear Regulatory Commission license prior to start of work/handling the radioactive materials. The Contractor shall clean and maintain worker areas in a safe and workable conditions to include, decluttering work areas at all times.

7.3.1 Radiation Safety Officer (RSO) Requirements. The gamma source for the VACIS system contained in the Nuclear Regulatory Commission's Registry of Radioactive Sealed Sources and Devices is licensed to SAIC for the VACIS system. US Army Communications-Electronics Command (CECOM) manages NRC authorization to Department of Army authorization to use the source and issues Army Radiation Authorization authority to Major Army Commands (MACOM). No other firm may install a gamma source in a VACIS system. SAIC shall therefore be in compliance with their NRC license at all times. The contractor shall provide the radiation safety support functions described herein to assist the Army in assuring compliance to the Army's U.S. Nuclear Regulatory Commission (NRC) license, Army Radiation Authorization (ARA), and NRC/Army regulations. SAIC shall perform tasks assigned under the statement of work (SOW) as directed by and under the oversight of the Command Radiation Safety Officer (CRSO). Contractor health physics personnel and RSO will assist the CRSO in providing services outlined in this statement of work. Contractor will assign Health Physics personnel who meet the NUREG 1556 Volume 1 requirements for personnel performing radiation safety officer and training related duties with gauges, including completion of a minimum of a 40 hour Radiation Safety Officer Course and training and experience with VACIS utilizing gauge systems containing radioactive materials.

The contractor shall evaluate, make recommendations, provide reports, and assist in the administration of the Army radiation safety and dosimetry programs for all affected VACIS systems in accordance with (IAW) DA PAM 385-24, The Army Radiation Safety Program, DA PAM 11-18, Personnel Dosimetry Guidance and Dose Recording Procedures for Personnel Occupationally Exposed to Ionizing Radiation, Joint Pub 3-11, Operational Doctrine for NBC Environments, and any written radiation safety or radiation dosimetry procedures or policies set forth by CFLCC, MNC-I, or the CRSO. The contractor will administer a dosimetry account (or accounts) established by the US Army from the US Army Dosimetry Center (ADC) issue dosimeters to potentially exposed personnel IAW regulation and policy, maintain dosimetry records, report overexposures to the CRSO, and perform related dosimetry custodian duties in support of VACIS operators and guards. The contractor will use reasonable efforts to assist the CRSO in the implementation and administration of the Army Radiation Safety program by providing required radiation safety training, RADIAC support, radiation surveys, reporting significant radiological incidents or exposures to the CRSO, hosting the CRSO or other safety authorities during radiation protection audits or inspections, and related radiation safety functions as set forth in this statement of work. The contractor shall report any discovered non-conformities to the cognizant CRSO for action to correct any such non-conformities. Notwithstanding the support to be provided by the contractor under this statement of work, it is understood that all services provided under this statement of work will be performed under the Army's radioactive material license and under the direction of the CRSO. Compliance with all radiation safety requirements remains the US Army's sole responsibility. These support services are proposed on a go forward basis, and subject to the condition of the current records accurately documenting compliance with the approved referenced regulations and Army license

requirements. This support shall include performing an initial baseline assessment of the following programmatic areas:

a. License:

1) Obtain copies of all applicable ARAs that are available for each system to identify the specific requirements of the ARAs.

2) Compile all applicable regulations for review, and assess the posting of information regarding program and emergency contact and other required postings (ie. NRC Form 3, "Notice to Employees").

3) The Contract Manpower Reporting Application (CRMA) reporting requirement has been included for this new requirement.

b. Training Issues:

1) Assemble and maintain operator radiation safety training records to ensure all operators have completed radiation safety training and required operator training.

2) Provide applicable Radiation Safety, and Hazardous Material shipment training and refresher training, as needed for Operators of the VACIS systems. The Army is responsible to notify the contractor health physics personnel of new operators, and make them available for the training. Training will include a test and a passing score of 70%. Training will only certify operators for one year, after such time refresher training will be needed.

3) Develop a training matrix for personnel operating VACIS equipment and assemble existing training records to ensure training documentation is retrievable and to identify any gaps in completion of required training.

4) Perform periodic inspections of operations to evaluate whether personnel operating the VACIS systems have completed the required training.

5) Perform quarterly refresher check on knowledge of basic functions and operations with operators to ensure a stable knowledge base.

6) Ensure operator is aware of operator maintenance responsibilities.

c. Dosimetry Issues

1) Ensure there is an adequate supply of personnel dosimetry and control badges to cover identified and projected new operators, and the associated control badges.

2) Review dosimetry reports to ensure that records are maintained. The Army dosimetry program is responsible to ensure any required reports are provided to individuals assigned to the dosimetry program.

3) Assess the storage practices for control badges to ensure that they are stored in an appropriate low background area.

4) As part of periodic ARA surveillances, document that all Operators are provided with their own personnel dosimeter and that they are wearing the dosimeter correctly in accordance with ARA requirements.

5) Report to the CRSO on a monthly basis any lost, damaged or suspect dosimetry, and perform draft dose evaluations of the potential accumulated exposures for CRSO approval.

6) Assist in collection, issue and shipping for processing of personnel dosimetry and control badges. Badges are to be sent to the Army's dosimetry lab for quarterly processing.

7) Review dosimetry results to ensure they were processed for each individual for whom dosimetry was issued and that all accumulated dose is below the administrative limits for that calendar year/process period. Any discrepancies will be reported to the CRSO.

8) NRC Form 4 and 5 (or equivalent) will be maintained by the Army Dosimetry Center for each individual assigned to the program. The contractor is to review these records to assess whether the total dose for all sources is below limit, that each quarterly result is within any applicable administrative value, and that the annual final dose matches the local records including any dose evaluation results. The results of this review are to be submitted to the CRSO on an annual basis.

d. Survey Issues

1) Develop an inventory list of survey meters and their calibration status to ensure that adequate supplies of properly calibrated survey meters are available IAW Army calibration (U.S. Army TMDE Support Activity) requirements. The inventory list will minimally identify meter make, model, serial number, location, and calibration due date.

2) On a monthly basis review the inventory to ensure to collect meters due for calibration and replace them with a fully functional calibrated meter.

3) Report any identified out of calibration, lost/missing, or damaged meters to the CRSO.

4) During ARA surveillances evaluate whether calibration is performed at least annually if a daily survey check is done during operating periods against the VACIS source and documented, or at least every 6 months if no daily checks are being performed, or other calibration frequency as established by the U.S. Army TMDE Support Activity.

5) Meters which are to be calibrated will be sent to the designated Army calibration facility, and returned in a timely manner upon receipt from the subject facility. If the turnaround time is inadequate to ensure the replacement inventory the CRSO will be notified and a recommendation made with regard to the quantity and timing for acquisition of additional meters.

6) During ARA surveillances verify that daily system checks as required by the Sealed Source and Device Registry are performed and documented.

7) For any meters found to be out of calibration during use, or from as found values at calibration, provide a follow-up assessment to the CRSO of the systems on which those units were used is completed.

e. Radioactive Material Control Issues. During ARA surveillances evaluate whether:

1) Sources are secured in the locked/closed position when not in use and that all systems are controlled against unauthorized access.

2) That all systems are controlled by an authorized operator when in service, and not left unattended

3) That all required labels and postings are present on and around the system and that they are compliant and legible.

4) That no unauthorized individuals are in the Restricted Area during operation and that no one is allowed to enter the beam path.

5) That all sources are inventoried at least every 6 months, and leak tested annually. The leak test must be performed and analyzed by a Specific Licensee. If the source

were found to be compromised it would have to be taken out of service and changed out at the Army's expense.

6) Perform source change out on a regular scheduled basis in accordance with source service life requirements.

f. Receipt/Transfer Issues

1) Review the training status of individuals identified during inspections as transporting the VACIS source on public roads to ensure they are trained and qualified.

2) Review source shipping and receipt records to evaluate compliance with Army requirements.

3) Review shipping paperwork to evaluate compliance with Hazmat shipping requirements.

g. Program Review

1) Perform an annual program audit for each installation/system under the direction of the CRSO.

2) Any identified incidents involving radioactive material control, release and individual/general public dose will be reported to the CRSO and documented in accordance with the regulations and Army requirements. This would include incidents involving source loss, source leakage, unauthorized use/entries/exposures, etc.

8.0 Security Operations

8.1 General. The Contractor is responsible for securing their equipment and Government Furnished Property (GFP) and Government Furnished Material (GFM) while under their responsibility and ensure the facilities provided by the Government are secure when not attended.

8.2 The Contractor shall submit all requests for security investigations required for personnel assigned to positions whose duties require favorable completion of such an investigation prior to sending those individuals into the AOR.

8.3 Employee Removal. As directed by the PCO/COTR or his/her designee, the Contractor shall remove, at no cost to the Government, any employee who, in the opinion of the PCO/COTR or Government entity, endangers national security.

8.3.1 Contractor employees shall comply with the Installation Commander's security direction and regulations.

8.4 Security. Contractor personnel who have access to or who generate secured information shall be required to have a secret security clearance. The Security Officer shall provide a DD Form 254, Department of Defense, Contract Security Classification Specification.

8.4.1 Classified Information. Any information concerning the current or projected location, condition, mission, vulnerabilities and operating military force(s) for the systems maintained

under this contract shall be classified SECRET. All other aspects of this contract are considered UNCLASSIFIED.

8.5 NUCLEAR REGULATORY COMMISSION NRC REQUIREMENTS. Contractor shall be properly licensed by the NRC for work with the radioactive materials within the systems being maintained.

8.6 Force Protection. The Contractor shall be prepared to increase security measures at the direction of the PCO/COTR or his/her designee to meet the standards for each Force Protection Condition level IAW AR 525-13 (Anti-terrorism).

8.6.1 The host site Commander has responsibility for installation response to Antiterrorism/Force Protection (AT/FP); however, the Contractor shall support requirements of this program as required by the PCO/COTR or his/her designee.

8.6.1.1 While performing duties in accordance with the terms and conditions of the contract, the Service Theater Commander will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, DLA) and civilians in the operations area.

9.0 Information Assurance (IA) Security Operations

9.1 Contractor shall provide personnel security, as required. N/A. See DA PAM 715-16, chapter 1-5

9.1.1 Information Technology (IT), referred to in AR 380-67 as Automated Data Processing (ADP) Position Sensitivity. N/A. The NIIS do not transmit data of any kind. Each system is standalone.

9.1.2 Contractor personnel shall be subject to the same restrictions as Government personnel under law and under DOD and Army regulations including, but not limited to, Constitutional protections of privacy, The Electronic Communications Privacy Act, Export Control Laws, Conflict of Interest laws and regulations, release of information (Privacy Act, Procurement Integrity Act, Proprietary Information) laws and regulations, AR 380-53 (Information Systems Security Monitoring), and the Joint Ethics Regulations.

9.1.3 Contractor shall comply with requirements of DOD 5220.22-M, National Industrial Security Program Operating Manual, and DOD 5220.22-R, Industrial Security Regulation, for the safeguarding and protection of classified information or materiel. Contractor shall also comply with any additional command or local requirements regarding the safeguarding, protection or control of classified information or materiel.

10.0 Mission Essential Manning Structure

10.1 General. The Government reserves the right to review and approve the Contractor's Mission Essential manning structure at the time of award. In the event of a crisis situation, Mission Essential services must be continued until terminated by the Theater Commander. The Contractor shall prepare all Mission Essential personnel IAW DODI 3020.37 (Continuation of Essential DOD Contractor Services During a Crisis) and DA PAM 715-16 (Contractor Deployment Guide) for operations within theater. Preparations include but are not limited to the following:

- Standards of Conduct Training and Prisoner of War coping skills
- Issue and training in use of Personnel Protective Gear
- Immunizations
- Cultural Awareness Training
- Issuance of Geneva Convention Cards
- Issuance of Security Clearances as required
- Preparation of "Record of Emergency Data"
- Establish Casualty Notification Procedures
- Deoxyribonucleic Acid (DNA) and Panorex records
- Medical, dental, and psychological Examinations
- Other personnel preparedness training per DA PAM 715-16

10.1.1 The Contractor shall identify personnel by name that will perform mission essential functions.

11.0 Command and Control

11.1 The Contractor shall ensure that all Contractor employees adhere to all guidance and obey all instructions and general orders applicable to U.S Armed Forces and DOD civilians and issued by the local Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, safety, unit cohesion, and compliance with host nation laws.

11.1.1 The Contractor shall comply, and shall ensure all deployed employees and agents comply, with pertinent Department of the Army (DA) and DOD directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be directed/resolved through the appropriate channels.

11.2 Contractor employees accompanying the force, conduct shall be IAW with policies issued by the Theater Commander and shall be enforced by the PCO/COTR or his/her designee IAW DA PAM 715-16, chapter 9-3 (Contractor Deployment Guide).

11.2.1 The Contractor shall promptly resolve all Contractor employee performance and conduct problems identified by the COTR or his/her designee.

11.2.1.1 The PCO/COTR or his/her designee may direct the Contractor, at the Contractor's expense, to remove any Contractor employee failing to adhere to instructions and general orders.

12.0 Unforecasted Requirements

This paragraph provides the Contractor notice that within the broad categories of this PWS, there may be requirements in the AOR that arise with minimal/no notice and require immediate action. The Contractor shall have the ability to propose courses of action using available resources to rapidly transition to satisfy requirements.

Appendix A – Deployment Information

1. Deployment Information/Responsibilities: During contingency deployments, most military, DOD civilians, and Contractor personnel shall live under field conditions. Field conditions are characterized by austere and communal living and working conditions and 24 hour a day, 7 days a week operation. Contractor employees will probably experience a general lack of privacy and little time for recreation. Housing usually will be in large communal tents with cots. Food may be pre-packaged rations such as MREs, so there may be no provision for special diets. Showers, if available and latrines may be primitive and communal. Telephone and laundry service may not be available and mail may be delayed. Generally, Contractor employees' living conditions, privileges and limitations will be the same as the units they support.

a. Individual Deployment Site (IDS). The Army has established sites in CONUS to prepare individuals for overseas deployment. The Government will provide Letters of Invitation for Contractor personnel to process through the IDS.

(1) The IDS will screen personnel records, conduct theater-specific briefings and training, provide standard identification cards, verify medical requirements have been met (including shots, DNA sampling, Human Immunodeficiency Virus testing (if required), and dental examinations), issue OCIE (field gear), and issue Chemical Defense Equipment (CDE).

(2) Mission Training. The IDS will conduct a five day mission training to provide personnel with a basic knowledge of what they can expect once they arrive in the theater of operations. Training will cover the current/projected political and intelligence situation, the Geneva Convention, Code of Conduct, health and sanitation, customs and courtesies for the area of deployment, and the applicable Status of Forces Agreement (SOFA).

(3) While processing at IDS, the Government will provide lodging (open bay barracks), and allow access to the dining facility, but will charge a nominal fee for meals. The Government will provide for transportation from Home Station to the IDS. The IDS will arrange for transportation into theater once processing is completed.

(4) The Government may require personnel designated to fill deployable positions to undergo IDS processing prior to contingencies arising in order for them to be available for immediate deployment. If advance deployment processing occurs, individual OCIE and CDE will be stored at Home Station for issue on deployment notification. The Contractor shall recover and turn-in all Government equipment issued to Contractor personnel who terminate their employment. The Contractor shall make deployable personnel available for annual readiness checks and training at the IDS, and shall minimize personnel turnover. The Government may require reimbursement to process replacement personnel through the IDS if high turnover rates occur. Any additional costs will be borne by the contractor since their initial bid was FFP and the number of employees required to meet the mission is the responsibility of the contractor. Due to the drawdown, there are sufficient qualified FSRs available for redeployment if necessary.

(5) Return Processing. On completion of the deployment, the Government will provide transportation for Contractor employees from the theater of operations back to the IDS for out-

processing. Contractor personnel shall return all clothing and equipment that was issued, and may be debriefed and/or receive medical screening as necessary. Lost, damaged or destroyed clothing and equipment will be accounted for, and the Contractor may be asked to reimburse the Government for loss due to negligence. The Government is responsible for the return transportation of its employees from the IDS Theater AOR.

b. Medical Care and Screening. See page 57, para (p.) Fitness for Duty and Limits on Medical/Dental Care in Iraq.

c. Command and Control. The respective employer performs supervision of Contractor personnel. The Government exercises indirect command and control through the contract performance work statement and modifications. Contractor deployed individuals must adhere to the conditions of the contract and instructions, and General Orders issued by the Theater Commander or his representatives. All instructions and General Orders issued by the Theater Commander which would require contractual changes must be addressed or directed to the contracting officer for this Contract/TO. The Logistics Support Element (LSE) will administratively account for Contractor personnel. Military instruction and guidance is issued based on the need to ensure mission accomplishment, personal safety and unit cohesion.

d. Captivity, Hostile Detention and Prisoner of War Status. Contractor employees accompanying US Armed Forces shall be subject to hostile fire incidental to attacks on military objectives. If captured, a contract employee's status will depend on the type of conflict, applicability of international agreements and the nature of the hostile force. Contractor personnel will be briefed on applicable protections and techniques for handling captivity situations as part of the IDS deployment processing where a Geneva Convention Identity Card will be issued.

e. A SOFA is an international agreement between governments that establish various privileges, immunities and responsibilities, including individual rights and responsibilities. The US does not have a SOFA with every country, and some SOFAs do not extend the same protection to Contractor employees as they grant to Government and military personnel. Contractor employees may or may not be subject to criminal and/or civil jurisdiction of the host country where they are deployed. The IDS processing will include SOFA instruction.

f. Pay, Health and Life Insurance. The Government is not a party to these employee-employer contract issues. Contractor employees aren't entitled to receive any pay directly from the Government, nor does the Government have any obligation to provide any health or life insurance. Be aware that many health and life insurance policies contain "war risk" clauses that may void benefits for personnel deployed overseas.

g. Chemical Defensive Equipment (CDE) Issue/Training. The Theater Commander will determine the requirement for equipping Contractor personnel with chemical protective gear. If these items are issued, IDS will provide theater specific familiarization training that will orient on the anticipated threat. Personnel are absolutely forbidden from possessing privately owned weapons and ammunition.

h. Passports/Visas. Contractor employees shall carry a valid passport at all times when deployed and traveling overseas in support of military operations. The Contractor shall ensure that all deployable

personnel obtain a passport immediately after contract award. The requirement for visas varies depending on the area of operations. The Government will give the Contractor as much advance warning as possible concerning the need for visas. Applications for, and the cost of, passports and visas are the responsibility of the Contractor.

i. Legal Affairs. All deployable Contractor employees shall address individual legal requirements such as wills, Power(s) of Attorney, guardianship arrangements for children and estate planning. Legal costs are a Contractor/employee responsibility. The Government reserves the right to verify that the contractor's employees have provided all necessary personal contact information to the contractor before entering a foreign work AOR (See DA PAM 715-16).

Appendix B – Sample Task Scope of Work

Introduction

The U.S. Government (USG) currently has an SAIC Railroad VACIS system (including operator booth) in storage in Kuwait. USG is planning to install this system at a border crossing inspection site in Uzbekistan. To support this effort, SAIC is planning to offer its services to refurbish and install the VACIS system.

SAIC has defined tasks for SAIC, USG and the Uzbekistan Government (UZG) for this effort. This tentative statement of work (SOW) describes these tasks.

Statement of Work

1. SAIC will inspect the system at its location in Kuwait to identify specific refurbishment required. SAIC expects that the gamma source will not need to be replaced.
2. USG will transport the VACIS system from its location in Kuwait to the inspection site in Uzbekistan.
3. SAIC will refurbish the system as required to bring the system up to current specifications.
4. SAIC will perform a site survey to support the site design. USG will provide drawings of the site if available.
5. SAIC will prepare a site design for civil work and system installation.
6. SAIC will perform the civil work to prepare the site for installation, including:
 - Install conduits for power and data.
 - Pour concrete pads for the VACIS system source, detector tower and booth.
 - Install foundations for the VACIS system source, detector tower and booth.
7. SAIC will install the VACIS system (source, detector tower, booth, operator workstations, and ancillary equipment).
8. SAIC will conduct a validation test to confirm that the VACIS system is performing to specifications. SAIC will commission the VACIS system for use.
9. It is SAIC's understanding that the VACIS system will be covered under an existing SAIC maintenance program with 24/7 on-site presence (hazardous location). SAIC will provide operator training at no additional cost under the maintenance program. Training will be provided in English. If training is desired in Uzbek or other languages, USG or UZG will provide an interpreter.

Government Furnished Items

To support the above SOW, USG will provide the following items:

- All security, force protection, housing, meals and transportation for SAIC personnel in the region (including Uzbekistan and Afghanistan) as required to support this effort.
- Transportation for the VACIS system from its location in Kuwait to the inspection site in Uzbekistan.
- Any permits, certifications and approvals required of USG for system installation and radiation safety.
- Power at the site per SAIC specifications.
- Material-handling support, including a crane (30+ feet height, 3,000 lbs lifting capacity) and

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forklift (2,000 lbs lifting capacity).

- Interpreter for training in languages other than English if desired.

Project Schedule

The following is SAIC’s tentative schedule for the work described above. Milestones are shown in terms of weeks after receipt of order (ARO). Each date depends on the timely completion of prior activities. A delay any activity may delay the remainder of the schedule. The actual project schedule may differ depending on the condition of the VACIS system, conditions at the site, and other factors.

Milestone	Date (Weeks ARO)
Contract award	0
SAIC conducts site survey. USG provides site drawings to SAIC.	1
SAIC completes site design. VACIS system arrives on site (transport from Kuwait provided by USG). SAIC starts system refurbishment. SAIC starts civil work.	4
USG and UZG obtain all required permits and approvals for import, installation and radiation safety.	8
SAIC completes system refurbishment. SAIC completes civil work. SAIC starts system installation.	8
SAIC completes system installation.	10
SAIC performs validation testing. SAIC commissions the VACIS system – ACCEPTANCE.	11
SAIC conducts operator training for UZG personnel (training can be performed any time after installation).	12+