

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Cost Plus Fixed Fee

Page 1 Of 29

2. Amendment/Modification No. P00017	3. Effective Date 2013SEP06	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND MONICA NYENHUIS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: MONICA.NYENHUIS@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA SEATTLE 188 106TH AVE NE SUITE 660 BELLEVUE WA 98004-8019	Code S4801A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  BOWHEAD SUPPORT GROUP LLC 3201 C ST STE 801 ANCHORAGE, AK 99503-3934	<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. W56HZV-11-C-0419
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011SEP16
Code 48SG2	Facility Code	

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

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ 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.**

<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 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 checked="" 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.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) RICHARD HARRIS RICK.HARRIS3@US.ARMY.MIL (586)282-8040	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013SEP06

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 29</b>
	PIIN/SIIN W56HZV-11-C-0419      MOD/AMD P00017	
<b>Name of Offeror or Contractor:</b> BOWHEAD SUPPORT GROUP LLC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MONICA NYENHUIS  
 Buyer Office Symbol/Telephone Number: CCTA-ACB-B/(586)282-7543  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts  
 Type of Business: Small Disadvantaged Business Performing in U.S.  
 Surveillance Criticality Designator: A  
 Weapon System: No Identified Army Weapons Systems  
 Contract Expiration Date: 2014SEP15

\*\*\* End of Narrative A0000 \*\*\*

Contract: W56HZV-11-C-0419  
 Modification: P00017  
 Previous Contract Amount: \$28,398,690.53  
 Amount of this Action: \$10,942,043.21  
 New Contract Amount: \$39,340,733.74

The purpose of Modification P00017 to Contract W56HZV-11-C-0419 is to address the following:

Section B:

1. To exercise Option Period 2 on a firm fixed price (FFP) basis by establishing the following CLINs:

- A. CLIN 3001AA at \$93,567.60 to fund one MTT Lead Supervisor for twelve man months to perform during Option Period 2 (16 September 2013 to 15 September 2014).
- B. CLIN 3002AA at \$82,550.76 to fund one Training Lead Supervisor for twelve man months to perform during Option Period 2 (16 September 2013 to 15 September 2014).
- C. CLIN 3003AA at \$1,274,140.80 to fund 9 Wrecker Instructors for 108 man months (9 Instructors X 12 man months) to perform during Option Period 2 (16 September 2013 to 15 September 2014).

2. To exercise Option 2 on a cost plus fixed fee (CPFF) basis by establishing the following CLINs for performance period 16 September 2013 - 15 September 2014:

- A. CLIN 3004AA for 114,482 Instructor hours in support of the Army. CLIN 3004AA is funded at \$4,691,472.36 for the work described in Work Directive 3.
- B. CLIN 3004AB for 15,225 Instructor hours in support of Capability Set (CS) Fielding. CLIN 3004AB is funded at \$623,920.50 for the work described in Work Directive 3.

Labor Summary:

Hour Breakdown for Option Period 2:	Prior	This Change	Total
MTT Training and FLM Labor Hours	0	129,707	129,707
Kuwait Labor Hours	0	0	0

This modification increases the total number of MTT Instructor Option Period 2 hours (including training and FLM) from 0 hours by 129,707 hours to 129,707 hours. Thus resulting in a remaining balance of 126,303 hours against the 255,840 Instructor allotted for Option Period 2.

3. To exercise Option 2 on a CPFF basis by establishing the following ODC CLINs for performance period 16 September 2013 - 15 September 2014:

- A. CLIN 3006AA for Travel/ODCs in support of the Army. CLIN 3006AA is funded at \$3,355,801.13 for the work described in Work Directive 3.
- B. CLIN 3006AB for Travel/ODCs in support of CS Fielding. CLIN 3006AB is funded at \$820,590.06 for the work described in Work Directive 3.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 29**

PIIN/SIIN W56HZV-11-C-0419

MOD/AMD P00017

**Name of Offeror or Contractor:** BOWHEAD SUPPORT GROUP LLCTravel/ODC Summary:

	Prior	This Change	Total
Total ODC Costs:	\$0.00	\$4,176,391.19	\$4,176,391.19

This modification increases the total travel and ODC from costs for Option Period 1 from \$0.00 by \$4,176,391.19 to \$4,176,391.19. Thus resulting in a remaining balance of \$567,534.81 against the estimated \$4,743,926.20 allotted for Option Period 2.

4. To correct a typographical error in the B.2.1 by changing the total cost plus fixed fee for CLIN 3004AA from \$40.99 to \$40.98.

Section C:

5. To change the C.1.3.5 Workforce Distribution by by reducing the number of Wrecker Instructor positions from 17 to 9 and Instructor Positions from 82 to 55 due to a drawdown in training requirements effective 01 October 2013.

6. To reduce the number of man months from 228 to 132 in C.1.3.5.

7. To change C.1.3.5.1

From:

Of the 82 FTE Instructor positions, thirty-one (31) of the FTE Instructor positions shall have personnel qualified in accordance with Paragraphs 1.3.6 through 1.3.6.4.2 of this PWS. The remaining fifty-one (51) FTE Instructor positions shall have personnel qualified in accordance with Paragraph 1.3.6.2 of this PWS. Of the 82 FTE 16 Instructors will conduct MRAP U activities at RRAD

To:

The 55 FTE Instructor positions shall have personnel qualified in accordance with paragraphs 1.3.6 through 1.3.6.4.2 of this PWS.

Section G:Total Contract Cost Breakdown:

FFP Costs:	Prior	This Change	Total
MTT Lead:	\$175,609.30	\$93,567.60	\$269,176.90
Training Lead Supervisor:	\$154,933.54	\$82,550.76	\$237,484.30
Wrecker Instructor:	\$4,512,911.80	\$1,274,140.80	\$506,661.24
Total FFP:	\$4,843,454.64	\$1,450,259.16	\$6,293,713.80

CPFF Costs:	Prior	This Change	Total
MTT Labor Costs	\$12,611,728.04	\$5,174,012.23	\$17,785,740.27
MTT Labor Fixed Fee	\$334,179.38	\$141,380.63	\$475,560.01
Kuwait Labor Costs	\$0.00	\$0.00	\$0.00
ODC/Travel (No Fee)	\$12,945,907.42	\$4,176,391.19	\$18,261,300.28
Total CPFF	\$23,555,235.89	\$9,491,784.05	\$33,047,019.94

Total Contract Value:	Prior	This Change	Total
	\$28,398,690.53	\$10,942,043.21	\$39,340,733.74

Section J:

8. To incorporate Work Directive 3 supporting a POP of 16 September 2013 through 15 September 2014.

9. All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0020 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
3001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
3001	20043 MTT Bowhead Op													
3001AA	<p><u>MTT LEAD - OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: 20043 MTT Bowhead Op                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M3MTTA2Q7 PRON AMD: 01 ACRN: AL</p> <p>The MTT Lead Supervisor shall perform in accordance with C.1.3.6.7.</p> <p>The firm fixed price CLIN represents twelve (12) man months of labor to fund one (1) MTT Lead Supervisor during Option Period 2 (16 September 2013 to 15 September 2014). The man month is a fixed rate that includes all labor costs to provide this service at Red River Army Depot.</p> <p>Total Cost for 12 Man Months:                      \$93,567.60</p> <p>Hours of Operation: 8 hours per day, 5 days a week.</p> <p>Options shall be exercised in accordance with 52.217-9 and H.1.</p> <p>Each period may be exercised for up to twelve (12) man months. The Government may exercise the option period(s) incrementally or in full or sooner than the estimated or anticipated period of performance. This will be at the Government's discretion.</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 border="0" data-bbox="261 1686 769 1759"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$ 93,567.60</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-SEP-2014	1	LO		\$ 93,567.60
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	15-SEP-2014												
3002	20043 MTT Bowhead Op													

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
3002AA	<p><u>TRAINING LEAD SUPERVISOR - OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: 20043 MTT Bowhead Op                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M3MTTA2Q7 PRON AMD: 01 ACRN: AL</p> <p>The Training Lead Supervisor shall perform in accordance with C.1.3.6.8.</p> <p>The firm fixed price CLIN represents twelve (12) man months of labor to fund one (1) Training Lead Supervisor during Option Period 2 (16 September 2013 to 15 September 2014). The man month is a fixed rate for to include all labor costs to provide this service at Red River Army Depot.</p> <p>Total Cost for 12 Man Months: \$82,550.76</p> <p>Hours of Operation: 8 hours per day, 5 days a week.</p> <p>Options shall be exercised in accordance with 52.217-9 and H.1.</p> <p>The Government may exercise the option period(s) incrementally or in full or sooner than the estimated or anticipated period of performance. This will be at the Government's discretion.</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 border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>15-SEP-2014</td> </tr> </table> <p>\$ 82,550.76</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		15-SEP-2014	1	LO		\$ 82,550.76
DLVR SCH	PERF COMPL														
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001	1														
	<u>DATE</u>														
	15-SEP-2014														
3003	20043 MTT Bowhead Op														
3003AA	<p><u>WRECKER INSTRUCTOR - OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: 20043 MTT Bowhead Op</p>	1	LO		\$ 1,274,140.80										

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M3MTTA2Q7 PRON AMD: 01 ACRN: AL</p> <p>An Instructor designated for Wrecker Training shall have the specialized experience as outlined in Section C 1.3.6.4.3.</p> <p>The firm fixed price CLIN represents 108 man months of labor to fund nine (9) Wrecker Instructors during Option Period 2 (16 September 2013 to 15 September 2014. The man month is a fixed rate for to include all labor costs to provide this service at Red River Army Depot.</p> <p>Total Cost for 108 Man Months: \$1,274,140.80</p> <p>Hours of Operation: 10 hours per day, 5 days a week.</p> <p>Up to 60 hours a week can be utilized if authorized by the Contracting Officer.</p> <p>Options shall be exercised in accordance with 52.217-9 and H.1.</p> <p>The Government may exercise the option period(s) incrementally or in full or sooner than the estimated or anticipated period of performance. This will be at the Government's discretion.</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 border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-SEP-2014</td> </tr> </table> <p>\$ 1,274,140.80</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-SEP-2014				
DLVR SCH		PERF COMPL												
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001	1	15-SEP-2014												
3004	MTT INSTRUCTOR													
3004AA	<p><u>INSTRUCTOR - OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: MTT INSTRUCTOR                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2M3MTTA2Q7 PRON AMD: 01 ACRN: AL</p>	1	LO		\$ 4,691,472.36									

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-11-C-0419 **MOD/AMD** P00017

**Name of Offeror or Contractor:** BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The Instructor shall perform in accordance with C.1.3.5 and Task Areas 3.1 and 3.2.</p> <p>The Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option Period 2 Est.</p> <p>Cost \$39.89 Fixed Fee \$1.09 Total Est. CPFF \$40.98 per man-hour -----</p> <p><u>Modification P00017:</u></p> <p>Work Directive 3 Revision 0</p> <p>Period of Performance: 16 September 2013 - 15 September 2014.</p> <p>Hours: 114,482 Total Est Cost: \$4,566,686.98 Fixed Fee: \$127,785.38 Total Est CPFF: \$4,691,472.36</p> <p>It is estimated that 55 full time equivalent Instructor positions will be required to execute the training and field level maintenance requirements of this contract on a cost plus fixed fee term form basis. Accordingly, up to an estimated 255,840 hours may be awarded during the Option Period 2 16 September 2013 to 15 September 2014 on cost plus fixed fee basis.</p> <p>Hours of Operation at RRAD: 8 hours per day, 5 days a week.</p> <p>Hours of Operation for TDY: 10 hours a day, 5 days a week.</p> <p>Up to 60 hours a week can be utilized if authorized by the Contracting Officer.</p> <p>Work directives will be issued to specify training requirements, detail training locations, quantity of specific courses to be provided, the number of training hours to be ordered by the instructor labor category, the anticipated number of students per course, and a timeframe specified for Work Directive completion. The Work Directive will specify FLM requirements as needed and detail FLM locations and a timeframe specified for Work Directive completion. Work directives are expected to be issued every 30 days depending on mission demands.</p> <p>Options shall be exercised in accordance with 52.217-9 and H.1.</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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 QUANTITY DATE</u>                      001 1 15-SEP-2014</p> <p>\$ 4,691,472.36</p>				
3004AB	<p><u>INSTRUCTOR - OPTION PERIOD 2 - CS FIELDING</u></p> <p>GENERIC NAME DESCRIPTION: 20041 MTT / Bowhead                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2M2MTC01Q7 PRON AMD: 01 ACRN: AN</p> <p>The Instructor shall perform in accordance with C.1.3.5 and Task Areas 3.1 and 3.2.</p> <p>The Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option Period 2                      Est.                      Cost \$39.89                      Fixed Fee \$1.09                      Total Est. CPFF \$40.98                      per man-hour                      -----</p> <p><u>Modification P00017:</u></p> <p>Work Directive 3 Revision 0                      Period of Performance: 16 September 2013 - 15 September 2014.</p> <p>Hours: 15,225                      Total Est Cost: \$607,325.25                      Fixed Fee: \$16,595.25                      Total Est CPFF: \$623,920.50</p> <p>It is estimated that 55 full time equivalent Instructor positions will be required to execute the training and field level maintenance requirements of this contract on a cost plus fixed fee term form basis.</p> <p>Accordingly, up to an estimated 255,840 hours may be awarded during the Option Period 2 16 September 2013 to 15 September 2014 on cost plus</p>	1	LO		\$ 623,920.50

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>fixed fee basis.</p> <p>Hours of Operation at RRAD: 8 hours per day, 5 days a week.                      Hours of Operation for TDY: 10 hours a day, 5 days a week. Up to 60 hours a week can be utilized if authorized by the Contracting Officer.</p> <p>Work directives will be issued to specify training requirements, detail training locations, quantity of specific courses to be provided, the number of training hours to be ordered by the instructor labor category, the anticipated number of students per course, and a timeframe specified for Work Directive completion. The Work Directive will specify FLM requirements as needed and detail FLM locations and a timeframe specified for Work Directive completion. Work directives are expected to be issued every 30 days depending on mission demands. Options shall be exercised in accordance with 52.217-9 and H.1.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$      623,920.50</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-SEP-2014				
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	15-SEP-2014												
3006	TRAVEL AND ODCS													
3006AA	<p><u>MTT - TRAVEL/ODC- OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: TRAVEL AND ODCS                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2M3MTTA2Q7      PRON AMD: 01      ACRN: AL</p> <p>For costs under the Option Period 2 the Contractor shall furnish all travel and ODCs necessary to accomplish the tasks specified in Section C and Work Directives.</p> <p><u>Modification P00017:</u></p> <p>WD 3 Revision 0</p>	1	LO		\$ <u>3,355,801.13</u>									



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Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-11-C-0419 MOD/AMD P00017

Name of Offeror or Contractor: BOWHEAD SUPPORT GROUP LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<table><tr><td data-bbox="272 281 354 302"><u>REL CD</u></td><td data-bbox="435 281 581 302"><u>QUANTITY</u></td><td data-bbox="678 281 760 302"><u>DATE</u></td></tr><tr><td data-bbox="298 306 331 327">001</td><td data-bbox="500 306 516 327">1</td><td data-bbox="646 306 776 327">15-SEP-2014</td></tr><tr><td data-bbox="422 361 438 382">\$</td><td data-bbox="509 361 623 382">820,590.06</td><td></td></tr></table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-SEP-2014	\$	820,590.06					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	15-SEP-2014												
\$	820,590.06													

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-11-C-0419

MOD/AMD P00017

**Name of Offeror or Contractor:** BOWHEAD SUPPORT GROUP LLC

B.1 Man Months Established FFP Prices.

B.1.1 Prices per Man Month for the FFP Base CLINs and Option Period CLINs are broken out as follows:

CLIN	PRICE PER MAN Month
1001AA	\$7,583.10
1002AA	\$6,691.34
1003AA	\$11,451.40
2001AA	\$7,682.93
2002AA	\$6,777.40
2003AA	\$11,625.00
3001AA	\$7,797.30
3002AA	\$6,879.23
3003AA	\$11,797.60

B.2 Instructor Hours Established CPFF Rates.

B.2.1 Hourly rates including Fixed Fee for the CPFF Base CLINs and Option Period CLINs are broken out as follows

CLIN	EST. COST	FIXED FEE	TOTAL COST-PLUS-FIXED-FEE
1004AA	\$38.72	\$1.06	\$39.78
1005AA	\$49.05	\$0.00	\$49.05
2004AA	\$39.29	\$1.08	\$40.37
2005AA	\$49.79	\$0.00	\$49.79
3004AA	\$39.89	\$1.09	\$40.98
3005AA	\$50.53	\$0.00	\$50.53

B.3 Travel/ODC

B.3.1 For costs under the contract the contractor shall furnish all travel and ODCs necessary to accomplish the tasks as directed by Work Directives.

Base Year (1006AA-1006AJ) ODC estimate is set at \$4,743,926.20

Option Period 1 (2006AA-2006AF) ODC estimate is set at \$6,166,046.81

Option Period 2 3006AA ODC estimate is set at \$4,743,926.20

\*\*\* END OF NARRATIVE B0001 \*\*\*

**Name of Offeror or Contractor:** BOWHEAD SUPPORT GROUP LLC

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Performance Work Statement  
Mine Resistant Ambush Protected (MRAP) Mobile Training Team (MTT)  
and Field Level Maintenance Services

## Part I

## General Information

## 1.1 Scope.

The Contractor shall provide the services of a Mobile Training Team (MTT) to provide Mine Resistant Ambush Protected (MRAP) New Equipment Training (NET), consisting of Operator and Field Level Maintenance (OPNET and FLMNET, respectively), and Operator and Field Level Maintenance Delta Courses (OPNET Delta and FLMNET Delta, respectively), advanced field training such as MRAP University Maintenance Training/Course, as well as Field Level Maintenance (FLM) services directly related to MRAP vehicles used for training at various Contiguous United States (CONUS) and Outside Contiguous United States (OCONUS) locations. The MTT will be based out of Red River Army Depot (RRAD) in Texarkana, Texas. See Attachment 01, MRAP Vehicles Used for Training, for a list of the MRAP vehicles relevant to this effort.

The Contractor may provide these services as temporary duty (TDY) at the following OCONUS sites: Hawaii, Alaska, Germany, Guam, and Japan, Poland, Czech Republic, Croatia, Slovenia, Italy, Denmark, Kuwait and Korea. TDY to any of these sites shall not exceed 90 consecutive calendar days, with the exception of Kuwait, but more than one TDY trip per OCONUS site may be required. TDY to Kuwait shall not exceed 30 consecutive calendar days.

The Contractor may provide training to personnel from all of the following military agencies: US Army Forces Command, Forces Command (FORSCOM), US Army Communication Electronic Command (CECOM), and joint forces (Army, Marines, Navy, and Air Force), as well as contractors and civilians. Work Directives will be issued to designate Contractor services to be executed at specific sites. Work directives are to be issued depending on mission demands.

## 1.2 Period of Performance:

The anticipated Period of Performance (POP) for the contract, including two option periods, is 16 September 2011 to 15 September 2014. Labor commences on 16 October 2011, therefore all travel and ODC costs will be incurred prior to 16 October 2011 as preparation for contract performance. The Government may exercise the option period(s) incrementally or in full. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS.

## 1.3 General Information

1.3.1 Contractor Quality Control: To ensure service execution in accordance with this PWS, the Contractor shall develop and maintain an effective Quality Control Plan (QCP) in accordance with CDRL A001, Contractor Quality Control Plan (Attachment 05). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor shall submit its QCP within 7 business days of contract award. The Government shall notify the Contractor of QCP acceptability within 30 business days of submittal. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary. After acceptance of the QCP, the contractor shall receive the Procuring Contracting Officers (PCO) acceptance in writing of any proposed change to the quality control system. The QCP shall include an inspection system presented by the Contractor to address all services listed in the PWS.

1.3.2 Government Quality Assurance: The Quality Assurance Surveillance Plan (QASP) (Attachment 02), details how the Government shall evaluate the Contractors performance against performance standards. The QASP defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates.

1.3.3 Government Remedies: The PCO will follow FAR 52.52.233-1, Disputes for Contractors failure to perform satisfactory services or failure to correct non-conforming services. High Quality performance, as defined in the QASP, conducted by the Contractor will be annotated by the COR and will become part of the Contractors past performance record for this order.

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1.3.4 Travel: Contractor personnel shall travel to perform contract services at CONUS and OCONUS locations (specific sites are listed in Attachment 03 CONUS and OCONUS Training Sites.) Contractor personnel may be sent to Kuwait for up to one calendar month at a time to provide the services described under this PWS. The Government will provide Status-of-Forces Agreement (SOFA) coverage of Contractor employees while working at the OCONUS locations. Actual agreements will be provided to the contractor with work directives requiring OCONUS travel. Base access and privileges will also be accommodated upon work directive issuance.

Travel shall be reimbursed on a cost only basis. Individual work directives shall provide travel details for discrete projects. In response to a work directive the Contractor shall submit a proposal that identifies air travel costs, ground travel costs, lodging, per diem, rental car (if any) and mileage (if any), as individual sub-line items, for evaluation purposes only. Reimbursement of per diem travel costs shall not exceed the standard per diem rates specified in the Joint Travel Regulations (JTR). Relocation expenses to RRAD will not be reimbursed. The MTT Lead Supervisors, and Training Lead Supervisors along with the Wrecker and MRAP U Instructors shall be based out of Texarkana/RRAD. The Government will not provide housing for personnel.

1.3.4.1 Contractor Travel Responsibilities: The Contractor shall arrange travel for its employees traveling to and from training locations both CONUS and OCONUS. The Contractor shall arrange travel to and from the Individual Replacement Deployment Operation (IRDO) and to and from Camp Buehring, Kuwait. The Contractor shall be responsible for passport and visa processing, facility clearances, identification badges, and security clearance orchestration for Contractor personnel.

1.3.4.2 Government Travel Responsibilities: The Government shall arrange and provide transportation for personnel traveling to and from Camp Buehring, Kuwait, and the specified training location.

1.3.5 Workforce Distribution: The Contractor shall provide personnel qualified IAW Paragraph 1.3.8 to perform the services described in this Performance Work Statement (PWS) and in individual work directives for up to 132 man months to fund 11 full time equivalent (FTE) positions on a fixed priced basis. These positions will consist of nine Wrecker Instructors (Paragraphs 1.3.6 through 1.3.6.4.2), 1 MTT Lead Supervisor (paragraph 1.3.6.7), and 1 Lead Training Supervisor (paragraph 1.3.6.8). For the purposes of the MTT Lead Supervisor and Lead Training Supervisor positions, one man month is defined as an FTE employee working 8 hours a day, 5 days a week per calendar month. For purposes of a Wrecker Instructor position, one man month is defined as an FTE employee working 10 hours a day, 5 days a week per calendar month. Up to 60 hours a week can be utilized if authorized by the Contracting Officer. An additional 55 FTE Instructor positions are necessary to execute this contract on a cost plus fixed fee basis. The hours of operation for the Instructors, while at RRAD, are 8 hours a day, 5 days a week per calendar month. If sent on TDY the hours of operation shall be 10 hours a day, 5 days a week per calendar month. Up to 60 hours per week can be utilized if authorized by the Contracting Officer. For purposes of a MRAP U Instructor position the hours of operation are 9 hours a day, 5 days a week per calendar month. Specific hours, locations and tasks shall be issued to the Contractor via work directive for the cost plus fixed fee portion of this effort.

1.3.5.1 The 55 FTE Instructor positions shall have personnel qualified in accordance with paragraphs 1.3.6 through 1.3.6.4.2 of this PWS.

1.3.5.2 Up to 255,840 Instructor hours on a CPFF basis per year may be required for CONUS and OCONUS requirements.

1.3.5.3 Up to 16,640 Instructor hours on a CPFF basis per year may be required for Kuwait requirements. Requirements for Kuwait instruction will be specified via work directive if the mission requires services in Kuwait. The exact number of FTEs required in Kuwait will depend upon mission objectives and the coverage needed but the estimated hours for work in Kuwait equate to approximately 26 FTE personnel working approximately 64 days over the course of a year.

1.3.6 Contractor Personnel Particulars: Attachment 04, Labor Skill Mix, summarizes the qualifications requisite to the solicited labor categories. The Contractor shall provide the Procuring Contracting Officer (PCO) and the Contracting Officer Representative (COR) with evidence of Contractor personnel qualifications and certifications IAW Paragraph 1.3.6 within 30 days after contract award. Submissions shall be made in accordance with CDRL A002 (Attachment 05), Personnel Qualifications. The PCO or COR shall approve Contractor personnel qualifications and certifications. Contractor personnel shall possess the requisite experience, clearances, qualifications, licensure and certifications prior to performing any work under this contract. Unless otherwise stated herein, the costs to obtain clearance, qualify, license, and certify personnel are the Contractors responsibility. The Contractor shall maintain instructor resumes, instructor certifications and instructor security (or interim security) clearance documentation for Government auditing purposes.

1.3.6.1 Experience: Contractor personnel shall be versed in the basic operations of automotive mechanic services in terms of vehicle/component functions, malfunctions, diagnosis of the probable malfunction cause(s) and knowledge of and skill in auto repairs. Personnel shall have classroom experience in providing formal technical instruction related to automotive and/or vehicular mechanics.

1.3.6.2 Licensure: All Contractor personnel, with the exception of the Wrecker Instructors, shall be CLASS B, Commercial Drivers License (CDL) qualified and hold a current CLASS B CDL prior to assuming MTT duties. No later than 15 April 2012 all Wrecker Instructors must hold a current CLASS A CDL to assume MTT services involving towing and vehicle recovery.

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The Contractor shall ensure that employees possess the required licenses to operate all vehicles or equipment necessary to perform contract tasks. Before operating any military owned or leased vehicles or equipment, the Contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the vehicles or equipment.

1.3.6.3 All Contractor personnel shall obtain Common Access Cards (CAC(s)), which are required for Government network access.

1.3.6.4 Certifications: Contractor personnel shall obtain the following certifications for performance under this contract.

1.3.6.4.1 MRAP University Certification: Completion of Operator Training and Maintenance Training instruction will be verified by a copy of the employees MRAP University Operator Training Certificate and MRAP University Maintenance Training Certificate. Certificates shall be submitted to the PCO and COR IAW paragraph 1.3.6, above and, CDRL A002, Personnel Qualifications (found at Attachment 05). Contractor employees not MRAP University certified, shall obtain MRAP University certification. The Contractor is responsible for enrolling their employees at MRAP University, including any and all costs associated with enrollment and attendance. Such costs include employee pay for time in class, transportation to and from class site, and per diem. A waiver for this requirement shall not be allowed.

1.3.6.4.2 Army Basic Instructor Course (ABIC): Completion of this instruction will be verified by a copy of the students ABIC Training Certificate. This certificate shall be submitted to the PCO and COR IAW paragraph 1.3.6, above and, CDRL A002, Personnel Qualifications (Attachment 05). Contractor employees who are eligible who are not ABIC certified, shall obtain ABIC certification. The Government shall provide scheduling and other administrative assistance to the Contractor in enrolling their employees in ABIC. Other military branch ABIC equivalent certifications are acceptable. Such certifications may be for one of the following courses: Total Army Instructor Training Course, Basic Instructor Course, Marine Corps Techniques of Military Instruction (TMI) or Instructor Basic Course (9502) in lieu of an ABIC certification. The Contractor shall be responsible for costs associated with employee enrollment and attendance. Such costs include employee pay for time in class, transportation to and from class site, and per diem.

1.3.6.4.3 Wrecker Experience: Wrecker services consist of vehicle towing and recovery efforts. Towing services provide for the transport of inoperable motor vehicles from one location to another (typically a repair facility). Recovery services are performed on location of the inoperable vehicle to make the vehicle operable. Contractor personnel designated as an Instructor-Designated for Wrecker Training shall have 3 years of Wrecker Experience OR shall have obtained ONE of the following certifications:

1.3.6.4.3.1 Skill Identifier of Hotel 8 (H8) from the Army: This certificate shall be submitted to the PCO and COR IAW paragraph 1.3.6, above and, CDRL A002, Personnel Qualifications (Attachment 05).

1.3.6.4.3.2 Military Occupational Specialty 3536 (MOS 3536): This certificate shall be submitted to the PCO and COR IAW paragraph 1.3.6, above and, CDRL A002, Personnel Qualifications (Attachment 05). Military Occupational Specialty 3536 is acceptable in lieu of Skill Identifier of Hotel 8 (H8) from the Army.

1.3.6.5 Prior to deployment to Kuwait, all deploying Contractor employees must process through the Individual Replacement Deployment Operation (IRDO). See paragraph 1.3.8.

1.3.6.6 FLM Skills: Contractor personnel shall be qualified and skilled in the operation, maintenance, troubleshooting and repair functions required to provide FLM and return the MRAP vehicles to a 10/20 status as defined in Army Regulation 750-1, Preventive Maintenance Checks and Services. Verification of this skill set shall be submitted to the PCO and COR described in CDRL A002, Personnel Qualifications (Attachment 05).

1.3.6.7 MTT Lead Supervisor: Within its proposal submission the Contractor shall select and identify an MTT Lead Supervisor who will be located at RRAD. The MTT Lead Supervisor shall hold a valid CLASS B CDL, MRAP University certification and ABIC certification.

In addition to performing the duties described in this PWS, the MTT Lead Supervisor shall:

- a. Brief Contractor personnel on all required training and personnel standards; and,
- b. Coordinate information from the Training Lead Supervisor (TLS) in regard to MRAP training vehicle maintenance, supply, warranty and quality deficiency information, as gathered from the Contractor personnel. This information shall be submitted in writing in Contractor format to the Government on a weekly basis in accordance with CDRL A003, Weekly Training Vehicle Status Report (Attachment 05).
- c. Travel to meetings with the MRAP Joint Program Office (JPO) in Warren, MI and/or Stafford, VA. It is anticipated that there will be five meetings per year.

1.3.6.8 Training Lead Supervisor (TLS): Within its proposal submission the Contractor shall select and identify a Training Lead Supervisor (TLS) to be located at RRAD. The Training Lead Supervisor shall hold a valid CLASS B CDL, MRAP University certification and ABIC certification.

In addition to performing the duties described in this PWS, the TLS shall be responsible for the administration of Contractor personnel, the coordination and assignment of Contractor personnel to specific training tasks, as well as employee compliance to

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employee standards of appearance and conduct as set forth in this contract or otherwise required by local law and/or Contractor policy. Travel to meetings with the MRAP Joint Program Office (JPO) in Warren, MI and/or Stafford, VA. It is anticipated that there will be five meetings with the JPO per year.

1.3.6.9 The Contractor shall at all times remain responsible for the conduct of its employees. The Contractor shall remove any employee that the Government finds to be unqualified, incompetent, intoxicated, abusing controlled substances, viewing, accessing or distributing pornography, in violation of security requirements, or in violation of the Standards of Conduct defined in Army Regulation (AR) 600-50. The Contractor shall promptly resolve to the satisfaction of the Government, all Contractor employees performance and conduct problems identified by the Government. Failure to correct such problems may result in the Government directing the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by the Combatant Commander or his/her designated representative. All replacement employees shall meet the Qualifications identified in paragraph 1.3.6 prior to performance under the contract.

1.3.7. Appearance: Contractor personnel shall wear Contractor-provided uniforms during all training events. The uniforms and personal appearance shall comply with the following.

a.Shirt: Collared, button type shirt. Shirt can be long or short sleeve, with company Logo. Shirt shall be worn tucked in to trousers at all times.

b.Trousers: Trousers will be Black, Khaki or Field Green in color. Cargo pocket type trousers are acceptable as long as they present a neat, pressed professional appearance.

c.Footwear: Shoes or boots will be black, brown or Sand/Khaki (Desert Type Boot) and Steel Toe.

d.Hair: Hair will be kept in a neat, clean appearance at all times. If longer than collar length, the individual instructor will insure that hair does not interfere with operation of equipment or create a safety hazard for either the instructor or students.

e.Beards: If worn, will present a neat, clean appearance at all times. Any beard shall be limited to a length that does not interfere with the operation of equipment or create a safety hazard for either the instructor or students.

f.Coveralls can be utilized by Instructors while performing hands on training. Coveralls will be Khaki, Black, Field Green or Blue in color. Coveralls will not be worn in the classroom.

#### 1.3.8 Deploying to Kuwait

1.3.8.1 Contractor personnel may be required to travel to Kuwait to perform the services described in this PWS for no more than 30 days a time. IRDO: Prior to deployment to SWA, all deploying Contractor employees must participate in/have participated in training through the(IRDO) (unless an exception as described in paragraphs 1.3.9.1.21 and 1.3.10.3 below is taken). The Contractor shall coordinate with the Government for IRDO training availability. Travel and per diem expenses incurred by an employees attendance in IRDO training will be reimbursed by the Government on a cost only basis. Generally, processing through IRDO in Camp Atterbury, Edinburg, IN takes approximately 4 weeks. However, this schedule is subject to change based on space availability at IRDO. The Contractor shall provide to the COR a list of the names of the employees deploying to SWA no later than 10 business days after award contract. At the completion of services, all deployed Contractor personnel must deprocess through IRDO. The Contractor shall schedule Contractor employee IRDO training, coordinate Contractor employee travel to IRDO, and fill-out the requisite paperwork regarding IRDO registration/completion under the cognizance of the JPO MRAP Deployment Cell Lead, Mr. Steven Anderson, steven.lee.anderson@conus.army.mil. Upon notification of deployment to Kuwait, the Contractor shall contact the JPO MRAP Deployment Cell and coordinate all required deployment actions through them, including theater clearances. In regards to security clearances, personnel working under the subject contract require a favorable background investigation only. The Contractor shall provide required information by completing Deployment Checklist Contractor Certification (Attachment 06) and JPO MRAP Deployment Cell Contractor Checklist found at Attachment 07. The Government will provide information regarding Common Access Cards (CACs) Letters of Authorization (LOAs) and Call Forwards.

1.3.8.2 The Government will issue a Letter of Authorization (LOA) for those Contractor employees deployed to Kuwait. The Government will also issue the appropriate LOAs to the contractors for other OCONUS sites other than Kuwait as part of the deployment process. The LOA will contain all the information that is needed to request a Call Forward and data to input information into Synchronized Predeployment and Operational Tracker (SPOT) and Contractor Verification System (CVS). As authorized in the Letter of Authorization (LOA) and/or elsewhere in this contract, Contractor employees deployed to Kuwait will be provided Government subsistence which consists of meals, emergency medical care, emergency dental care, and access to morale and welfare activities and available chaplains. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the Contractor must notify the Procurement Contracting Officer. The Contractor shall fill out the Contractor Manpower Reporting requirement IAW clause 52.237-4000 of the same name and track their employees in the SPOT.

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1.3.8.3 The JPO MRAP is identified as the entity that will provide all support for emergency medical and dental care, transportation, billeting, security and logistical needs to support deployed personnel. While performing duties in accordance with the terms and conditions of the contract, the Service Theater Commander will provide force protection to the Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area.

1.3.8.4 The U.S. State Department has responsibility for evacuation of non-essential personnel.

1.3.8.5 The Contractor must maintain a completed background check on file for each employee that will be deployed.

1.3.9 Requirements for Contractor Personnel Deploying to Kuwait

Paragraph 1.3.9 applies to all Contractor personnel deploying to Kuwait unless otherwise specified.

1.3.9.1 Medical Information

1.3.9.1.1 Prior to deployment, the Contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation. Contractor employees who fail to meet medical or fitness standards, or who become unfit through their own actions, will be removed from the area of operations and replaced at the Contractors expense. Medical or fitness standards can be found at <http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx>. All personnel must have a complete set of immunizations and inoculations for entry into Kuwait.

1.3.9.1.2 Deploying Contractor employees shall carry with them a 90 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees will review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment.

1.3.9.1.3 If glasses are required, the Contractor employees will deploy with two pairs of glasses and a current prescription. Copies of the prescription will be provided by the employee to the IRDO so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

1.3.9.1.4 The Government requires a medical screening at the IRDO for FDA approved immunizations, which shall include DNA sampling.

1.3.9.1.5 The JPO MRAP Deployment Cell Contractor Checklist (see Attachment 07) details a complete list of specific deployment medical and dental requirements.

1.3.9.1.6 The Government shall provide the Contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at the IRDO for employees traveling from CONUS.

1.3.9.1.7 The Government shall provide the Contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (FPI/SERE) training. This training will be conducted at the IRDO.

1.3.9.1.8 The Contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. DD FM 489 (Geneva Convention Cards) are required for contractor personnel deploying for 17 days or more. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment (IRDO), all Contractor employees (U.S. citizens only) will be issued personal identification tags and Common Access Cards (CAC), if available before deployment. If deploying for 17 days or less the CAC may be used in place of the DD FM 489 (Geneva Convention Card). Personal identification tags will include the following information: full name, social security number, blood type, and religious preference. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through IRDO, and shall be promptly returned to the Government upon redeployment.

1.3.9.1.9 The Contractor shall ensure that all deploying personnel have all appropriate visas before entering IRDO.

1.3.9.1.10 The Contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that Contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure Contractor personnel safety and security. The Contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The Contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the PCO. The PCO shall require the Contractor to reimburse the Government for OCIE lost, stolen, or damaged due to Contractor negligence or misconduct.

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1.3.9.1.11 Contractor employees in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement, shall be provided to the Contractor employees, completed at the IRDO. Even if authorized, acceptance of weapons by the personnel is voluntary, and must also be permitted by their employer.

1.3.9.1.12 Before deployment, the Contractor shall ensure that each contract employee completes at least three (3) DD Forms 93, Record of Emergency Data Card. One completed form is for the IRDO, one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

1.3.9.1.13 As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen Contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the Contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each Contractor employee completing and updating as necessary, the DD Form 93, Record of Emergency Data Card. The Contractor is responsible for the evacuation of Contractor employee remains from Kuwait.

1.3.9.1.14 The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

1.3.9.1.15 It is Contractors responsibility to coordinate with the Theater Coordination Cell prior to deployment to ensure personnel accountability and the availability of living accommodations.

1.3.9.1.16 All deploying personnel shall obtain a valid CAC, passport, and drivers license in compliance with the specifications outlined in the Under Secretary of Defense Directive-Type Memorandum dated 01 December 2008 and the JPO Contractor Individual Deployment Checklist and Process

1.3.9.1.17 Contractor personnel must have a complete deployment packet consisting of a Letter of Authorization (LOA), a CAC card, a passport, a drivers license and an executed DA Form 7425, Readiness and Deployment Checklist (Jan 2006)( Attachment 08) executed by Government personnel, Contractor personnel and the deploying employees medical professional.

1.3.9.1.18 It is the responsibility of the Contractor to ensure that deploying Contractor personnel deploy with the proper equipment for the country they will visit. A checklist for the equipment required for performance in Kuwait can be found at:  
<http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx>

1.3.9.1.19 Contractor personnel scheduled to deploy for 17 days or longer shall attend pre-deployment training at the CONUS Replacement Center (IRDO) in Camp Atterbury, Edinburgh, IN, unless an exception (see paragraphs 1.3.9.1.21 and 1.3.10.3 ) applies. It is the responsibility of the deploying individual to log onto the following IRDO website:  
<http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx> and comply with the requirements set forth.

1.3.9.1.20 (IRDO): The Contractor shall coordinate with the Government for IRDO training availability. The Contractor shall schedule Contractor employee IRDO training, coordinate Contractor employee travel to IRDO, and fill-out the requisite paperwork regarding IRDO registration/completion under the cognizance of the JPO MRAP Deployment Cell Lead, Mr. Steven Anderson, Steven.L.Anderson2.civ@mail.mil. Prior to deployment, the Contractor shall contact the JPO MRAP Deployment Cell Lead and provide required information by completing Attachment 06, Deployment Checklist Contractor Certification and Attachment 07, JPO MRAP Deployment Cell Contractor Checklist. The Government will provide information regarding Common Access Cards (CACs), Letters of Authorization (LOAs) and Call Forwards. Travel and per diem expenses incurred by an employees attendance in IRDO training will be reimbursed by the Government on a cost only basis. Generally, processing through IRDO in Camp Atterbury, Edinburgh, IN takes approximately 4 weeks. However, this schedule is subject to change based on space availability at IRDO. The Contractor shall provide to the COR a list of the names of the employees deploying to SWA no later than 10 business days after contract award. At the completion of services, all deployed Contractor personnel are required to deprocess through IRDO.

1.3.9.1.21 Contractor personnel scheduled to deploy for fewer than 17 calendar days are not required to attend IRDO training.

**1.3.10. Multiple Deployments Within 365 Days of Initial IRDO Attendance**

1.3.10.1 Annual IRDO training is required for Contractor personnel deploying to Kuwait for 17 or more calendar days. This requirement can be extended for an additional six to nine months when utilizing the Kuwait Waiver (as described in 1.3.10.3 ). Once the additional six to nine month timeframe has passed, the Contractor employee must return to CONUS for IRDO training.

1.3.10.2 Commercial IRDO Utilization. Contractor personnel may be directed to attend a commercial IRDO not associated with the IRDO

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program offered at Fort Benning, GA. Attendance at this alternate IRDO will be dictated by mission requirements, operational needs, and timelines requisite to contract execution as determined by the MRAP Joint Program Office-Forward (JPO-FWD). Commercial IRDO utilization must be coordinated with the requiring activity, the MRAP JPO Deployment Cell, and approved by the PCO.

1.3.10.3 Kuwait Waivers. Kuwait waivers must be initiated by the Contractor through communications with the MRAP JPO Deployment Cell Lead. In requesting a Kuwait Waiver, the Contractor shall provide the following documentation: the Contractor employees currently executed Contractor Medical Deployment Checklist, the Contractor employees current LOA that designates Kuwait only as a duty location/country, a memo (composed on the MRAP JPO Deployment Cell form) citing mission justification to substantiate the necessity of the Contractor employees requested waiver. This memo must be endorsed by the Contractors upper management or human resource executive.

The memo and accompanying documentation shall be submitted to the MRAP JPO Deployment Cell Lead for validation, review, and approval. Government approval is generally given within twenty-four to forty-eight hours of submittal. The MRAP JPO Deployment Cell form has a Government approval signature block that will contain an approving signature; the entire form will be transmitted via e-mail from the MRAP JPO Deployment Cell Lead back to the Contractor.

1.3.11 Security Requirement:

1.3.11.1 To preserve national security interest, the Contractor shall ensure all aspects of contract performance are evaluated for conformance with security regulations. Collateral Classified Information generated in support of this task order shall be classified in accordance with the source material used or the Security Classification Guide for MRAP, dated 04 Mar 08 and protected in accordance with the National Industrial Security Program Operating Manual (NISPO) DOD 5220.22-M; the National Security Agency/Central Security Service (NSA/CSS) policy Manual No. 3-16. Unclassified Information shall be protected in accordance with the Program Protection Plan and the MRAP Operational Security (OPSEC) Plan. Access to MRAP technical data by foreign interests is prohibited unless authorized by a valid export authorization.

1.3.11.2 Prior to the assignment of Contractor employee duty assignments, the Contractor shall ensure that the personnel to be assigned to these tasks have passed a favorable background investigation.. Such investigation shall be completed prior to access by such employees to any government installation.

1.3.11.3 All contractor personnel assigned to work on this contract shall receive and retain Contractor I.D. badges and Common Access Cards (CACs) requisite to obtain access to Government computers. Access by Contractor personnel to the Government on-line systems shall be revoked if actions of the personnel assigned to these tasks are found by the Government to be clearly in conflict with the interest of the Government.

1.3.11.4 With respect to each Contractor employee brought on board to perform services under this contract, the Contractor shall be prepared to complete and forward their employee investigation (85P, Questionnaire for Positions of Public Trust) and two DD Forms 258 (Fingerprint Cards) to Defense Industrial Security Clearance Office (DISCO), Columbus, OH 43216-5006. Foreign nationals shall not be granted authorization.

1.3.12 Contractor Security Matters:

1.3.12.1 The Contractor shall comply with the management of security activities encompassing all security disciplines (information, physical communication, personnel, automation, operation and foreign). The Contractor shall:

a. Follow the DOD directives and Army Regulations to include 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 for the administration of all security, export and international program activities encompassing all disciplines involved.

b. Provide input and recommendations (with underlying rationale for the recommendations) for security procedures for the protection of classified and unclassified information that are not currently covered by DoD Directives or Army Regulations.

c. Have access to classified data/materials only at Government sites or other locations so designated by the task order. Access to classified data at the awardees location(s) is not anticipated at this time.

d. Attend quarterly security reviews, inspections and audits. Attendance shall require travel to various program Contractor and government locations.

e. Ensure proper protection of security communications (VTC, mailing, faxing, etc.)

f. Identify herself/himself as a Contractor at all meetings.

g. Perform security education briefings annually to Contractor personnel performing work under this task order.

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h. Identify herself/himself as a Contractor at all meetings.

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

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), the Export Administration Act (EAA), and/or the Arms Export Control Act (AECA). Examples include but are not limited to: Competition Sensitive, For Official Use Only (FOUO), Sensitive but Unclassified (SBU), Commercial in Confidence, technical data.

Following are the minimum requirements for the protection of CUI:

**STORING/HANDLING**

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

-CUI may not be displayed in a public place, such as an airport, airplane, and a restaurant or train station.

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

**DISPOSAL**

-Disposal requires that the information be destroyed in such a manner so as not to be easily reconstructed (i.e. shredding).

-Computer disks must be reformatted, shredded or degaussed before being disposed of or transferred to another office.

**TRANSMISSION**

-Transmission may be through normal mail channels or hand carried without formal courier orders.

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

-CUI may NOT be transmitted through unencrypted electronic mail on the INTERNET.

**UNAUTHORIZED DISCLOSURE OF CUI**

Unauthorized disclosure of CUI does not constitute an unauthorized disclosure of classified information for security purposes. Administrative action shall be taken, however, 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.

Prior to authorizing the further release of Controlled Unclassified Information to Subcontractors, vendors, suppliers, etc., the Contractor will ensure they are legally bound to control such information in accordance with these provisions

1.3.14 Contracting Officer Representative (COR): In accordance with DFARS 201.602-2, a certified COR will be appointed by the Procuring Contracting Officer (PCO) to perform delegated technical functions inherent to the administration of this task order.

1.3.15 Start of Work Meeting: Within fifteen days of contract award a Start of Work Meeting shall be held at the Contractors site. Attendees representing the Government will include requirements office stakeholders, the Procuring Contracting Officer, the Contract Specialist and the Contracting Officer representatives. It is anticipated that the Contractors (and possibly subcontractor(s)) key personnel involved in contract orchestration and execution also attend. Start of Work Meeting discussion topics shall include: The Performance Work Statement, Work directives, Deliverables, Invoicing, and any other questions/concerns that any of the parties may have.

1.3.16 Travel and ODCs: Independent Government Cost Estimates (IGCE) for travel and ODCs are as follows:

Travel: \$4,598,761.33 for each period; Base, Option 1 and Option 2. (To be divided among quarters)

ODCs: \$145,164.87 for each period; Base, Option 1 and Option 2. (To be divided among quarters)

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## PART 2

## GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND SERVICES

Contractor personnel shall execute services under this contract at Government sites with Government provided workstations:

2.0 Utilities. Utilities in the Government facilities will be available for the Contractors use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utility conservation practices to avoid waste of utilities.

2.1 Facilities. Places of performance include Government provided facilities at the locations listed in CONUS and OCONUS Training Sites (Attachment 03). Each Contractor employee assigned to work on-site will be provided equipment, supplies, and training resources adequate to accomplish their assigned tasks.

2.2 Government Furnished Equipment/Information: The Government will provide Contractor personnel access to the following:

- a. Common tool sets
- b. Vehicle-specific Technical Manuals necessary to conduct FLM
- c. MRAP vehicles necessary to conduct training
- d. Any parts or components necessary for training vehicles requiring FLM as well as instructions for installation of the same
- e. Training packages as defined in C.2.2.1
- f. Classrooms and space sufficient to conduct hands-on vehicle training

2.2.1 The Contractor shall ensure receipt of Government provided training material prior to commencing course instruction. The Government will provide to the Contractor a training package consisting of the following materials. The package will contain comprehensive training information requisite for conducting OPNET, FLMNET, OPNET Delta Courses, FLMNET Delta and Advanced Maintenance training/MRAP U training courses. Within 30 days after contract award and prior to the beginning of contractor performance, the Government will provide the Contractor all of the requisite training material necessary to execute this contract. The Government-provided Training Package shall consist of:

- a. MRAP FOV Programs Of Instruction (POI)
- b. MRAP FOV Instructor Guides
- c. MRAP FOV Student Guides
- d. MRAP FOV Student Handouts
- e. All Variant Specific Training aids needed to support NET
- f. MRAP FOV Completion Certificates
- g. MRAP FOV Exit Criteria for Testing
- h. GFE Training Material
- i. Drivers Vision Enhancement (DVE)
- j. Gunner Restraint System (GRS)
- k. Over head Gunners Protection Kit (OGPK)
- l. Vehicle Inner Communications 3 (VIC 3)
- m. MRAP U POI

2.3 Government Provided Computer Access: The Government will provide Contractor personnel with computers that shall be used for Government network access only. Government supplied computers shall only be used for administrative purposes and functions related to contract execution.

2.4 Internet Access: The Government will provide internet access for Government work related activities. The Contractor is responsible for providing its personnel with internet access other than Government network access. If the Contractor has contractor specific requirements (i.e. Web based training or web meetings, Skype, personal e-mails, etc.) then the Contractor is required to make provisions requisite for their requirements

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PART 3

SPECIFIC TASKS

3.0 Requirements. The information and tasks identified below are requisite to the services to be performed under this contract.

3.1 Task Area 1. Training Services

3.1.1 The Contractor shall use training material referenced in Part 2, paragraph 2.2.1.

3.1.2 The Contractor shall provide sufficient coverage to conduct all training requirements as identified in individual work directives.

3.1.2.1 OPNET: As detailed in the Government-provided training package (Paragraph 2.2.1) the Contractor shall conduct OPNET training courses in regards to the vehicles listed in, MRAP Vehicles Used for Training, (Attachment 01) as well as use and operation of Government Furnished Equipment (GFE) specific to the listed vehicles.

3.1.2.1.1 OPNET may include training for Training Aids, Devices, Simulators and Simulation (TADSS) and MRAP Egress Trainers (METs). Emergency Egress and vehicle roll-over training will be included in the NET Program of Instruction for the OPNET course. MRAP Egress Trainers (METs) cost \$500k each and not every installation has one. Therefore, if a MET is available and JPO Training can coordinate MET usage for training, the Contractor shall train course participants in MET usage. JPO Training will coordinate MET usage.

3.1.2.1.2 The OPNET course is 40 hours; the Contracting Officers Representative (COR) will notify the Contractor of the specific schedule for each OPNET course within 72 hours of the commencement of the course. OPNET shall be taught with a ratio consistent with the vehicle seating capacities. Specifically, one seat in each MRAP training vehicle will be reserved for the instructor with each remaining seat reserved for student occupancy. The number of seats in the vehicles differs by vehicle variant. MRAP vehicles typically seat four to six people.

3.1.2.2 OPNET Delta Course: As detailed in the Government-provided training package materials (Task Area 3.1.1), the Contractor shall conduct the OPNET Delta courses. The OPNET Delta Course is a condensed version of the 40 hour OPNET training course for students who have already successfully completed and been certified in the 40 hour OPNET training course for an MRAP vehicle variant. The OPNET Delta course provides the student OPNET training on a different MRAP vehicle variant without detailing general MRAP FOV OPNET instruction covered in the 40 hour OPNET training course.

3.1.2.2.1 The OPNET Delta Course is 14 hours; the Contracting Officers Representative (COR) will notify the Contractor of the specific schedule for each OPNET Delta course within 72 hours of the commencement of the course.

3.1.2.3 FLMNET: As detailed in the Government provided training package (Task Area 3.1.1), the Contractor shall conduct FLMNET training courses in regards to the vehicles listed in MRAP Vehicles Used for Training (Attachment 01)

The FLMNET Training Course is 40 hours; the COR will notify the contractor of the specific schedule for each FLMNET course within 72 hours of the commencement of the course.

3.1.2.4 FLMNET Delta Course: As detailed in the Government provided training package (C.2.2.1) the Contractor shall conduct FLMNET Training Courses. The FLMNET Delta Course is a condensed Version of the 40 hour FLMNET training course for students who have already successfully completed and been certified in 40 hour FLMNET training course for an MRAP vehicle variant. The FLMNET Delta Course provides the student training on a different MRAP vehicle variant without detailing general MRAP FOV FLMNET instruction covered in the 40 hour FLMNET training course.

The FLMNET Delta Training Course is 14 hours; the COR will notify the Contractor of the specific schedule for each FLMNET Delta course within 72 hours of the commencement of the course. FLMNET shall be taught in a ratio of one instructor for every six students.

3.1.2.5 The course sizes for both the OPNET Delta and the FLMNET Delta courses may vary from 15 to 55 students. The specific number of students in a course depends on the number and seating capacity of MRAP training vehicles available at a particular training site.

3.1.2.6 Classroom Preparation and Teardown

3.1.2.6.1 OPNET and FLMNET are 40 hour courses. Accordingly, the Contractor may have up to 10 hours per course for course preparation, classroom set-up and course teardown. These hours are reflected in the total instructor hours for CONUS/OCONUS and Kuwait. Course preparation and classroom set-up duties on a daily basis include: Set-up classroom seating, ensure each student has a Program of Instruction (the Contractor is responsible for photocopying this information and putting it into a binder), and prepare the computer and projector for course instruction usage. Once accomplished, the Contractor shall exit the classroom and PMCS the training vehicles, set

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up the day's Practical Exercises (PE) and service any training vehicles with maintenance needs that will be used for course instruction.

Course teardown duties include: the cleaning up of training areas, secure all classroom equipment, verify all trucks are secured and close out for the day. At the end of a course, all training vehicles are subjected to a technical inspection inclusive of paperwork that is sorted and sent forward for review. The classroom is then prepared for the next course. If training is coming to an end, the trucks and classroom will be turned in and signed off on.

3.1.2.6.2 OPNET Delta and FLMNET Delta are 14 hour courses. Accordingly, the Contractor may have up to 3 hours per course for course preparation, classroom set-up and course teardown. These hours are reflected in the total instructor hours for CONUS/OCONUS and Kuwait. Course preparation and classroom set-up duties on a daily basis include: Set-up classroom seating, ensure each student has a Program of Instruction (the Contractor is responsible for photocopying this information and putting it into a binder), and prepare the computer and projector for course instruction usage. Once accomplished, the Contractor shall exit the classroom and PMCS the training vehicles, set up the day's Practical Exercises(PE) and service any training vehicles with maintenance needs that will be used for course instruction.

Course teardown duties include: the cleaning up of training areas, secure all classroom equipment, verify all trucks are secured and close out for the day. At the end of a course, all training vehicles are subjected to a technical inspection inclusive of paperwork that is sorted and sent forward for review. The classroom is then prepared for the next course. If training is coming to an end, the trucks and classroom will be turned in and signed off on.

3.1.3 The Contractor shall ensure that each student receives a copy of all required training materials for instructional usage. The Contractor shall reproduce the Government provided training material for student usage and be reimbursed for printing costs by the Government. The student will be allowed to keep the training information provided as a result of this contract.

3.1.4 The Contractor shall ensure that all requisite training materials, classrooms, vehicles, audio/video equipment and other essential supplies are available and operational prior to the beginning of each class. The Contractor shall be responsible for the daily set up and clean up of the Government-provided training areas. The Contractor shall immediately notify the COR if training material, audio/video equipment or other needed supplies or facilities are unavailable or are not available in quantities sufficient to conduct the course. The Contractor shall also immediately notify the COR if the material and/or equipment is not operational.

3.1.5 The Contractor shall update training manuals incorporating Government approved updates, draft After Action Reviews, and make recommendations for training curriculum IAW CDRL A004, Training Recommendations (Attachment 05). The Contractor shall reproduce training material to ensure requisite training material is on hand when students arrive at the training site. Every course requires the following training material: Program of Instruction (POI), student guide, instructor guide and a CD. The Contractor will be provided reproduction capability (CD copier/photo copier) by the Government and reproductive expenses incurred (CDs, paper, binders etc) shall be charged as an ODC.

3.1.5.1 For costs under this contract the Contractor shall furnish all travel and ODCs necessary to accomplish the tasks specified in Section C and Work Directives. Allowable ODCs include, but are not limited to the following; bottled water in support of MRV training, uniforms, tool boxes, CDs, paper, binders, travel, rental vehicles, housing subsidy, administrative, printing of training material, and shipping. All ODC requests under \$10,000, with the exception of the housing subsidy, shall be provided to the COR for approval. The Housing subsidy allowance as well as expenses exceeding \$10,000 must be approved by the Contracting Officer. All ODC requests, regardless of dollar value, must be submitted with an itemized list of items to be approved with the estimated cost for each item. The Government will respond to ODC approval requests within seven (7) days of receipt.

Please note, rental vehicles are authorized only for contractor personnel that are lodged at a hotel for no more than 30 days on short term assignments. The housing subsidy shall only be authorized for the Firm Fixed Price (FFP) personnel who are based out of RRAD as well as for other positions as authorized by the Government. The Basic Allowance for Housing (BAH) rate shall be based on rental data provided to the Government to include the lease agreement for which BAH is being requested. The BAH will be approved for a monthly lease rate up to \$753.00 per month per individual upon Government receipt of reliable, accurate and verifiable lease agreements. Every property for which BAH is requested will be verified by the Government to ensure the correct monthly lease rate and address are documented. The property address will be mapped to ensure it falls within a 50 mile radius of RRAD. Upon expiration of lease agreements, the contractor shall submit updated/renewed lease agreements to continue receiving BAH.

3.1.6 The Government intends to issue a work directive at the time of award to fill 50 FTE positions to begin work 30 days of contract award. The initial Work Directive will cover a 4 month timeframe (120 days). The Government anticipates issuing a second work directive four months after contract award. This work directive may require up to an additional 51 FTE Instructor Personnel on a cost plus fixed fee basis. These personnel must be fully qualified IAW PWS paragraph 1.3.6 (experience, required CDL licensure, ABIC/or acceptable equivalent certification, and MRAP U certification) to execute contract services specified in the work directive. The Contractor may coordinate scheduling for ABIC and MRAP U training with the Government; however, the Contractor is responsible for costs incurred relative to this training. The Government will issue Work Directives that detail training requirements. The Work Directive will specify training requirements, quantity of specific courses to be provided, the number of training hours to be ordered by labor category, the anticipated number of students per course, and a timeframe specified for Work Directive completion. Performance locations will be provided at the direction of the Government. Work directives, with the exception of the initial Work Directive, are expected to be

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issued based on mission demands. Training Sites (Attachment 03) lists the CONUS and OCONUS sites to which the Contractor personnel may be required to travel to provide training services. Travel to Kuwait may be necessary to accomplish training objectives.

3.1.7 For CONUS and OCONUS training services, the Contractor shall be responsible for operating a minimum of one course (OPNET, FLMNET, OPNET Delta, FLMNET Delta and MRAP U training as described in 3.1.2.1.1, 3.1.2.3, 3.1.2.2, and 3.1.2.4) at a time; however, the Contractor shall provide personnel sufficient to conduct any combination of courses as described in a work directive. The Contractor shall provide CONUS and OCONUS training services within 72 hours of receipt of notice from the Government.

3.1.8 For performance in Kuwait, the Contractor shall be responsible for operating up to two courses (OPNET, FLMNET, OPNET Delta and FLMNET Delta as described in Task Area 3.1.2 above) (in any combination of classes) simultaneously. The Contractor shall be able to provide training services in Kuwait within 30 days of receipt of notice from the Government.

3.1.9 At the start of every training course, the Contractor shall report the number of students in the course and their respective student identification numbers. This report shall be submitted in accordance with CDRL A005, Start of Course Attendance Information Report (Attachment 05).

3.1.10 The Contractor shall submit a class roster and the student surveys to the Government in accordance with CDRL A006, Roster and Student Survey at Course Completion Report (Attachment 05). Upon course completion, students shall be required to complete a Government-provided course survey. Additionally, each student in attendance shall receive a Certificate of Training upon successful completion of the course. Successful completion consists of the student not missing more than two (2) hours of course instruction and scoring an 80% or higher on the course Exit Exam (provided in the training package (paragraph 3.1.1)). Any student who does not pass all training will not receive a certificate. The certificates shall include the students name, unit and APO (if military), name of course, number of course hours, the completion course date, signature of instructor and the company name. The Training Certificate information will be provided by the Government to the Contractor in an electronic format on a computer disk (CD).

3.2 Task Area 2. Field Level Maintenance (FLM) Services.

3.2.1 The Contractor shall provide sufficient coverage to conduct all FLM requirements as identified in individual work directives.

3.2.1.1 The Contractor shall perform FLM on those MRAP Pre-Deployment Training Equipment (PDTE) vehicles, listed at Attachment 01, MRAP Vehicles Used for Training, that are used for the training specified herein. Contractor personnel may perform field level maintenance services at the locations listed in Attachment 03 CONUS and OCONUS Training Sites.

3.2.1.2 Should the unit to be trained be delayed in arriving at the training destination to which the Contractor has been directed, the Contractor may be required to provide FLM services on other MRAP training vehicles apart from those specific to the designated training event. Details will be set forth in a work directive.

3.2.2 Reserved

3.2.3 MRAP vehicle FLM services are defined as:

a. Perform in MRAP vehicle failure diagnostic services;

b. Perform maintenance to sustain the MRAP vehicles. Incorporate Government approved engineering changes and retrofits into serialized, fielded MRAP vehicles;

c. Provide maintenance, supply, warranty, and quality deficiency information to the MTT Lead Supervisor, who will report all gathered information to the Contracting Officers Representative (COR);

d. Loading, unloading and deprocessing shipped vehicles, as well as MRAP vehicle hand-off.

e. Install Government Furnish Equipment (GFE) that may include Objective Gunner Protection Kits (OGPKs), Intercommunication Sets, Vehicular AN/VIC-3(V) (VIC 3) Gunner Restraint Systems (GRS), and Digital Video Equipment (DVE) and/or GFE identified in the Work Directive.;

f. Retrofit effort: Install vehicle modifications, upgrades and newly developed items to include GFE on the MRAP Family of Vehicles (FOV)

g. FLM services to return the MRAP vehicles to a 10/20 status as defined in Army Regulation 750-1, Preventive Maintenance Checks and Services.

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3.2.4 The vehicles to be used for training shall be available at training locations. If vehicle damage resulting from training or shipping to training occurs, the Contractor shall provide FLM services to the damaged vehicles to make them training ready. The Contractor shall provide FLM services only in regard to vehicles used for training.

3.2.5 The Contractor shall notify the COR within 72 hours of vehicle assessment if the Government-provided training vehicles cannot be repaired through FLM services (as described in Task Area 3.2.3 a-g) or are otherwise not operational.

3.2.6 The Contractor shall complete DA Form 2404 for each piece of equipment that the Contractor assesses. Upon completion of the assessment the Contractor shall provide a completed DA Form 2404 to the COR within 24 hours. A copy of the DA Form 2404 can be found at Attachment 09, DA Form 2404-Equipment Inspection and Maintenance Worksheet.

3.2.7 It is the Contractors responsibility to ensure that all Contractor personnel are equipped with a General Mechanic Tool Box that is able to withstand external environmental conditions and abuse. Typically, the toolbox will have a main body with a front and top cover with tubular gaskets running between the top and front covers and the body of the toolbox to provide a watertight seal. The body shall be constructed of a high durability plastic or a material of equivalent strength. The toolbox shall be capable of being closed and latched with a latch mechanism that can be locked.

3.2.8 The Contractor shall provide safety items for all Contractor personnel, including eye protection, hard hats, gloves, safety shoes, and hearing protection. Contractor personnel shall wear the appropriate safety items as required to perform various duties under this contract. The Government shall consider authorizing the use of the Government supply system to acquire the safety items listed above. However, such authorization will be granted when contract award is made.

3.2.9 The Government will issue Work Directives that detail FLM requirements. The Government will issue the first Work Directive at the time of contract award, covering a four month timeframe (120 days), with performance starting on 16 September 2011. Subsequent Work Directives are expected to be issued depending on mission demands. The Work Directive will specify FLM requirements as needed and detail FLM locations and a timeframe specified for Work Directive completion. Attachment 03, Training Sites, lists the CONUS and OCONUS sites to which the Contractor personnel may be required to travel to provide FLM services. Performance locations will be provided at the direction of the Government.

3.2.10 For CONUS and OCONUS FLM services, the Contractor shall be able to provide CONUS and OCONUS FLM services within 72 hours of receipt of notice from the Government.

3.2.11 The Contractor shall be able to provide FLM services in Kuwait within 30 days of receipt of notice from the Government.

### 3.3 Task Area 3. Comprehensive Reporting

3.3.1 In addition to CDRLs A001-A009 referenced in this PWS, the Contractor shall also submit the following reports as deliverables:

a. Monthly Cost and Performance Report: The Contractor shall submit a Monthly Cost and Performance Report that indicates available funding, monthly funding expenditures, remaining funding, and burn rate projections for the entire period of performance. The contractor shall also provide a copy of the Monthly Cost and Performance Report in an excel format. The report shall contain a narrative description of the services provided during the reporting period as well as any problems or issues encountered during the reporting period and their resolution. The contractor shall provide an itemized breakdown by CLIN of the travel, materials and ODCs expended for the month to accompany CDRL A007. The Contractor shall comply with the direction in CDRL A007 (Attachment 05), Monthly Cost and Performance Report in submitting this report.

b. Weekly Personnel Utilization Report: The Contractor shall prepare and submit weekly reports identifying all Contractor personnel employed in the performance of this contract by site (CONUS, OCONUS, and Kuwait) and schedule in accordance with CDRL A008 (Attachment 05), Weekly Personnel Utilization Report.

c. Weekly Report of Cumulative Student Pass Rates: The Contractor shall prepare and submit quarterly reports to identify the pass rates of students attending Contractor-instructed training courses (identified in paragraph 3.1.2) as executed in accordance with this PWS. This report shall be submitted in accordance with CDRL A009 (Attachment 05), Quarterly Report of Cumulative Student Pass Rates.

3.3.2 The Contractor shall electronically submit all documentation required under this contract, unless otherwise directed by the PCO or COR. All documentation shall be delivered in accordance with the corresponding Contract Data Requirements List (CDRL) A001 through A009, listed in Section J. The Contractor shall submit the required documentation using standard Microsoft Office Suite programs (e.g., MS Word, PowerPoint, Excel).

3.3.3 The Contractor shall prepare all deliverables in Contractor format using best in-house practices that will produce documents that are clearly written, describe accomplishments accurately, detail technical issues, and define risks and problems.

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## TECHNICAL EXHIBIT 1

## Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

1. Performance Objectives : The Contractor shall conduct quality MRAP vehicle training course-specifically OPNET, OPNET Delta, FLMNET, FLMNET Delta and MRAP U.

Performance Standard PWS Para : Task Area 3.1.

Acceptable Quality Level (AOL) Performance: An average student pass rate of 80% or higher per quarter.

Method of Surveillance : Based on written reports submitted in response to CDRL A009 Weekly Report of Cumulative Student Pass Rates.

2. Performance Objectives : The Contractor shall provide CONUS and OCONUS training services within 72 hours of receipt of notice from the Government. The Contractor shall be able to provide training services in Kuwait within 30 days of receipt of notice from the Government.

Performance Standard PWS Para : Task Areas 3.1.8, 3.2.10 and 3.2.11.

Acceptable Quality Level (AOL) Performance: The Contractor is ready to perform training requirements within the 72 hour timeframe 90% of the time.

Method of Surveillance : Based on the Monthly Cost and Performance Report.

3. Performance Objectives : The Contractor shall conduct FLM services on PDTE MRAP (C.3.2.1.1) vehicles that will be used for training purposes.

Performance Standard PWS Para : Task Area 3.2.

Acceptable Quality Level (AOL) Performance: Vehicle operational readiness rate of 80% or higher per month due to reasons exclusive of parts availability or other issues that are brought to the attention of the Government and beyond the Contractors control.

Method of Surveillance : Based on the Monthly Cost and Performance Report.

4. Performance Objectives : the Contractor shall be able to provide CONUS and OCONUS FLM services within 72 hours of receipt of notice from the Government. The Contractor shall be able to provide FLM services in Kuwait within 30 days of receipt of notice from the Government.

Performance Standard PWS Para : Task area 3.2.10 and 3.2.11

Acceptable Quality Level (AOL) Performance: The Contractor is ready to perform FLM requirements within the 72 hour timeframe 90% of the time.

Method of Surveillance: Based on the Monthly Cost and Performance Report.

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\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
3001AA	2M3MTTA2Q7	2	S.0009561.31.2	AL \$	0.00 \$	93,567.60 \$	93,567.60
3002AA	2M3MTTA2Q7	2	S.0009561.31.2	AL \$	0.00 \$	82,550.76 \$	82,550.76
3003AA	2M3MTTA2Q7	2	S.0009561.31.2	AL \$	0.00 \$	1,274,140.80 \$	1,274,140.80
3004AA	2M3MTTA2Q7	2	S.0009561.31.2	AL \$	0.00 \$	4,691,472.36 \$	4,691,472.36
3004AB	2M2MTC01Q7	2	S.0014336.2.3.1	AN \$	0.00 \$	623,920.50 \$	623,920.50
3006AA	2M3MTTA2Q7	2	S.0009561.31.2	AL \$	0.00 \$	3,355,801.13 \$	3,355,801.13
3006AB	2M2MTC01Q7	2	S.0014336.2.3.1	AN \$	0.00 \$	820,590.06 \$	820,590.06
NET CHANGE						\$ 10,942,043.21	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001 \$ 9,497,532.65
AN	021 201220142035 A5XDU D03002ARJT7 252G L034340087 S.0014336.2.3.1	021001 \$ 1,444,510.56
NET CHANGE		\$ 10,942,043.21

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	28,398,690.53	\$ 10,942,043.21	\$ 39,340,733.74

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	INCREASE/DECREASE
3001AA	AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001
3002AA	AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001
3003AA	AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001
3004AA	AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001
3004AB	AN	021 201220142035 A5XDU D03002ARJT7 252G L034340087 S.0014336.2.3.1	021001
3006AA	AL	021 201320132020 A5XDU 114018VFRE 252G L034336524 S.0009561.31.2	021001
3006AB	AN	021 201220142035 A5XDU D03002ARJT7 252G L034340087 S.0014336.2.3.1	021001

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-11-C-0419

**MOD/AMD** P00017

**Name of Offeror or Contractor:** BOWHEAD SUPPORT GROUP LLC

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit B	WORK DIRECTIVE 3 - REVISION 0	03-SEP-2013	005	EMAIL