2. AMENDMENT/MODIFICATION NO. 11
3. EFFECTIVE DATE 28-Sep-2013
4. REQUISITION/PURCHASE REQ. NO. 1300382660
5. PROJECT NO. (If applicable) N/A

6. ISSUED BY CODE N65236
    SPAWAR-Systems Center Lant (CHRL)
    North Charleston SC 29419-9022
    cathy.walton@navy.mil 843-218-5955

7. ADMINISTERED BY CODE S2404A
    DCMA Manassas
    10500 BATTLEVIEW PARKWAY, SUITE 200
    MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
    A-T Solutions, Inc.
    10304 Spotsylvania Ave., Suite 200
    Fredericksburg VA 22408

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

   [X] N00178-07-D-4973-V701 30-Sep-2011

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

   (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

   [ ] B. THE ABOVE NUMBERED CONTRACT/O RDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc./SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

   [ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   [X] D. OTHER (Specify type of modification and authority)
   FAR 52.232-22

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

Cathy B Walton, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 29-Sep-2013

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Cathy B Walton, Contracting Officer

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

29-Sep-2013

(Selection of person authorized to sign)

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
GENERAL INFORMATION

The purpose of this modification to N00178-07-D-4973-V701 are to (1) realign ceiling from SLIN 4002-05 to 4003-02; and (2) Change ACRN for SLIN 4003 02 from AH to AF. The purpose of this realignment is to support the tasking which is not covered by the current exercised option.

Under Section G: Accounting Data

a. 400302
From: AH 1731106 3B4D 252 67856 067443 2D M93050 3RCCIED5VEDN
To: AF 1731106 3B4D 252 67856 067443 2D M93050 3RCCIED5VEDN
Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

400302:
From: AH 1731106 3B4D 252 67856 067443 2D M93050 3RCCIED5VEDN
To: AF 1731106 3B4D 252 67856 067443 2D M93050 3RCCIED5VEDN

The total amount of funds obligated to the task is hereby increased from $36,270,365.27 by $0.00 to $36,270,365.27.

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<td>OTHER</td>
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The total value of the order is hereby increased from $38,490,883.01 by $233,211.00 to $38,724,094.01.

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<th>From ($)</th>
<th>By ($)</th>
<th>To ($)</th>
</tr>
</thead>
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<td>233,211.00</td>
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### SECTION B SUPPLIES OR SERVICES AND PRICES

**CLIN - SUPPLIES OR SERVICES**

For Cost Type Items:

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<th>Item</th>
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<th>Supplies/Services</th>
<th>Qty</th>
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<th>CPFF</th>
</tr>
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<tr>
<td>4000</td>
<td>R425</td>
<td>COUNTER-IMPROVISE D EXPLOSIVE DEVICE (CIED) TRAINING AND SUPPORT FOR MARINE CORPS ENGINEER CENTER (MCEC). (TBD)</td>
<td>1.0</td>
<td>LO</td>
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<td>Option Year 3 (OTHER)</td>
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**CONTRACT NO.**
N00178-07-D-4973

**DELIVERY ORDER NO.**
V701

**AMENDMENT/MODIFICATION NO.**
11

**PAGE**
1 of 81

**FINAL**
For ODC Items:

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<th>Item</th>
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<td>R425</td>
<td>Support of CLIN 4003 (OTHER)</td>
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5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the “Limitation of Cost” or “Limitation of Funds” clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred
to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

\[
\text{Total Staff-Hours (X)} \times \text{Total Prime Staff-Hours} \times \text{Fixed Fee}\]
\[
\text{*(inclusive of Prime and any proposed Subcontractor(s))}
\]

<table>
<thead>
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<th>Base Period</th>
<th>225,760</th>
<th>71,440</th>
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<tr>
<td>Option 1</td>
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<tr>
<td>Option 2</td>
<td>294,080</td>
<td>35,720</td>
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</table>

**Contractor is to identify basis for fixed fee amount:** $2,468,904.29 Prime Hours Only 562,440 Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections “B” and “C” of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee’s residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

1. If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
2. If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
3. If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
4. If the Contracting Officer does not elect to exercise the Government’s rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.
5. Nothing herein contained shall, in any way, abrogate the Contractor’s responsibilities, and/or the Government’s rights within the terms of the contract provision entitled “Limitation of Cost” or “Limitation of Funds” as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.
6. Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

1. The total number of staff-hours of direct labor expended during the applicable period.
2. A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
3. A breakdown of other costs incurred.
4. The Contractor’s estimate of the total allowable cost incurred under the contract for the period.
In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to $36,270,365.27. It is estimated that these funds will cover the cost of performance through 20 September 2014. Subject to the provisions of the clause entitled “Limitation of Funds” (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of $36,270,365.27 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

<table>
<thead>
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<th>CLIN</th>
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<th>FUNDS THIS ACTION</th>
<th>TOTAL FUNDS AVAILABLE</th>
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<td>4001</td>
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</tbody>
</table>
SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Center Atlantic is acquiring academic, explosive hazards, information technology, Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel and Facilities (DOTMLPF), finance, procurement and program management services for the C4I Division. These services will be performed on a continuous basis onsite at the following locations: Marine Corps Bases Camp Lejeune, NC; Camp Pendleton, CA; Twentynine Palms, CA; Mountain Warfare Training Center (MWTC), Bridgeport, CA; Arlington, VA; Okinawa, Japan; and various contractor facilities.

2.0 BACKGROUND

SPAWAR SCA, Code 56270 is charged with supporting instructional staffing for Counter IED (CIED) Training for I, II, and III Marine Expeditionary Forces (MEFs) and MARFORRES in support of the C-IED Mobile Training Cadre (MTCs), Operations, and program staff managed by the Marine Corps Engineer Center (MCEC).

3.0 SCOPE

The contractor will deliver the skills, education and experience to enable the MCEC to support proponency for the engineer community and CIED in order to meet Marine Air Ground Task Force (MAGTF) requirements. Mission essential tasks include the following: provide Marine Corps Engineer subject matter expertise to support the DOTMLPF process; coordinate and participate in Marine Corps Engineer community forums; and analyze, design, develop, implement and evaluate programs of instruction. The MCEC’s CIED Master Lesson Files (MLFs) are designed to meet training standards at the individual and collective level and are an integral component of the Marine Corps’ comprehensive CIED pre-deployment training program (PTP) and include, but may not be limited to the following:

- MLF 1: Individual Preparedness in an Improvised Explosive Device (IED) Environment
- MLF 2: Small Unit Leader Considerations for Movement in an IED Environment
- MLF 3A: Counter Radio Controlled IED Electronic Warfare (CREW) Operators Course
- MLF 3B: CREW Leader/Trainer Course
- MLF 3C: CREW Officer (CREWO) Course
- MLF 4A: Metal Detector Operators Course
- MLF 4B: Metal Detectors Leaders Course
- MLF 5: Route Clearance Operations in an Explosive Hazards Environment
- MLF 6: Robot Operator Training
- MLF 7: Homemade Explosives (HME) Awareness
- MLF 8: IED Detector Dog (IDD) Leaders Course

In addition to the instructional staff, the contractor shall support the evaluation and assessment team located at Twentynine Palms, CA, and Mountain Warfare Training Center (MWTC) Bridgeport, CA. The contractor shall support Training and Education Command (TECOM) and...
the Marine Corps Engineer Center (MCEC) with instructional logistics and documentation support.

All instructors shall be approved by the Commanding Officer/Deputy, MCEC prior to their assignment to duty by the contractor. All instructors shall meet the applicable skill requirements set forth by the Commanding Officer, MCEC, within 30 days of assignment. The contractor shall be required to support the maintenance of all courseware, to ensure that it remains current, relevant, and accurate.

Under this contract foreign travel may be required. Accordingly, contractor personnel will require: (1) Medical screenings and immunizations in accordance with SPAWARSYSCENLANTINST 12910.1; (2) Passports and/or visas; (3) Government Issued Common Access Card and (4) Official Government Orders for overseas deployments.

4.0 PLACE OF PERFORMANCE

Work shall be performed at the following locations:

a. Camp Pendleton, CA
b. Camp Lejeune, NC
c. Twentynine Palms, CA
d. MWTC, Bridgeport, CA
e. Arlington, VA
f. Okinawa, Japan
g. Afghanistan
h. Various contractor facilities

Contractor Manpower Quarterly Status Report

A Contractor Manpower Quarterly Status Report (CDRL A009) shall be provided to the government four times throughout the calendar year. [Note: During the initial CY2011 Interim Reporting Period, reports shall be due only two times a year]. Required for all service contracts and/or orders active from 1 Dec 2010, the Manpower report shall itemize specific contract and/or TO administrative data as specified in the applicable DD Form 1423. Utilizing a format provided by the government, the contractor shall collect required data throughout the performance period and shall submit one cumulative report on the applicable quarterly due date. The following table lists the pre-set submittal due dates and the corresponding performance periods:

<table>
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<th>DUE DATE</th>
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</thead>
<tbody>
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<td>15 June 2011</td>
<td>1 December 2010 – 31 May 2011</td>
</tr>
</tbody>
</table>
REGULAR REPORTING PERIOD: For those contract/orders active on or after 1 Oct 2011:

<table>
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<th>QUARTERLY DUE DATE</th>
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<tr>
<td>1</td>
<td>15 January</td>
<td>1 October – 31 December</td>
</tr>
<tr>
<td>2</td>
<td>15 April</td>
<td>1 January – 31 March</td>
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<tr>
<td>3</td>
<td>15 July</td>
<td>1 April – 30 June</td>
</tr>
<tr>
<td>4</td>
<td>15 Oct</td>
<td>1 July – 30 September</td>
</tr>
</tbody>
</table>

NOTE: Prime contractors shall report all hours worked by prime and all subcontractors. Labor hour data shall be a combined roll-up of prime and subcontractor data; i.e., primes are not required to report subcontractors separately nor indicate what portions of tasks have been subcontracted.

5.0 APPLICABLE DIRECTIVES / REFERENCES

<table>
<thead>
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<th>Document Type</th>
<th>No./Version</th>
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<td>03/2009</td>
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<td>(CJCSI) JCIDS</td>
<td>CJCSI 3170.01G</td>
<td>Joint Capabilities Integration Development System</td>
<td>03/2009</td>
</tr>
</tbody>
</table>

SECURITY

Contractor’s request for visit authorization shall be submitted in accordance with DOD
5220.22M

(National Industrial Security Program Operating Manual) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to the level of SECRET.

7.0 COR DESIGNATION/TASK ORDER MANAGER

The COR/Task Order Manager for this Task Order is: Jessica Tew, Code 56270, jessica.tew@navy.mil, 843-754-4571

8.0 PERFORMANCE REQUIREMENTS

8.1 Curriculum Development and Maintenance. The contractor shall be responsible for developing, implementing and maintaining MCEC curricula; which includes lesson plans, instructor preparation guides, student handouts, classroom media, concept cards, and training aids; in accordance with the USMC SAT Manual, MCTIMS, and MCEC standing operation procedures (SOPs). The contractor shall ensure that all courseware is standardized and addresses the most current (pertinent to each theater of operations) enemy and friendly tactics, techniques and procedures (TTPs).

The contractor will provide individuals who are well versed in the USMC SAT Manual and can review and work with Training and Education Command (TECOM) to ensure that all curricula are approved for USMC use. The contractor will provide approved training material in hardcopy and electronic media (Word or PowerPoint and .pdf) formats. Lesson Plans, Student Handouts, Classroom Media, and Concept Cards (CDRLs A002, A003, A004, and A005) will be delivered in accordance with paragraph 15 in this PWS.

The contractor will be responsible for delivering the necessary academic and technical subject matter expertise to direct all organization activities relative to assigned curricula in accordance with the SAT process, appropriate orders, directives and MCEC SOPs. Accordingly, the contractor is responsible for scheduling, coordinating and executing all phases of activities, to include periodical curriculum reviews, and for ensuring that all final products and supporting documentation are SAT compliant. The contractor will also coordinate, execute and integrate all evaluation activities to maximize effectiveness of reviews and the accuracy and currency of all instructional material.

8.2 Formal Instruction. The MCEC supports the operating forces’ CIED training requirements through the employment of a Mobile Training Cadre (MTC) that delivers training at homestation training lanes and any other CONUS or OCONUS location required by requesting units. The contractor shall be responsible for scheduling, coordinating and instructing those periods of instruction for which the MCEC is responsible. That includes, but is not limited to, the MLFs listed under Paragraph 3.0, Scope. Implicit within scheduling is the requirement to coordinate
with other bases, forts, stations and camps, not identified above as places of performance, to ensure all training logistics requirements are identified, planned and confirmed prior to travel execution. The contractor will ensure instructors satisfy all contractual prerequisites for foreign travel as specified within.

The contractor is responsible for ensuring that each instructor possesses the requisite, knowledge, skills and abilities to instruct the courses for which they are assigned. The contractor will operate within the established organizational framework when scheduling, coordinating and delivering training to requesting units. The contractor will document, record, and report all training in accordance with the SAT and MCEC SOPs. After Instruction Reports (AIRs) and Training Report Submissions (TRSs), CDRLs A006 and A007, will be delivered in accordance with paragraph 15 in this PWS.

The contractor will ensure activities integrated during formal instruction support and enable mastery of all learning objectives and are standardized across the entire program. The contractor will also support unit sustainment training requests, New Equipment Training (NET) assignments, performance tests, and any other training, as assigned. The contractor will ensure that all training provided complements and supports USMC training and current TTPs.

In addition, instructors shall be expected to:

- Participate in and provide feedback during regular and ad-hoc staff meetings and planning sessions
- Comply with appropriate clothing and grooming standards, per MCEC SOPs and orders
- Assist with classroom and training area set-up/teardown and equipment movement
- Maintain accountability and proper care of all assigned government-owned equipment
- Safely operate vehicles
- Plan leave/vacation to minimize impacts on training requirements

8.3 Evaluation. The contractor will be responsible for supporting MCEC’s requirement to provide CIED evaluation support to the MWTC and the Tactical Training Exercise Control Group. Evaluators must be fully versed in CIED Defeat the Device (DtD) operations and intimately familiar with USMC assessment exercises and evaluation procedures. Additionally contract evaluator support must be fully capable of providing all established MCEC CIED training. Contractor must ensure that meaningful evaluation information is fed back into curriculum development and maintenance efforts.

8.4 Doctrine and Capabilities Development. The contractor is responsible for supporting MCEC’s role in the identification and refinement of capabilities in support of materiel solutions. The contractor shall provide analytical and technical expertise across all Engineer Occupational Specialties to support, advise, and enable Engineer Community stakeholders and advocates.

The contractor will interface with Engineer organizations, stakeholders and advocates to identify, document and register end-user requirements. Additionally, the contractor will support the development and refinement of Allied and Marine Corps warfighting, doctrinal, technical and reference publications applicable to the Marine Corps Engineer community.
8.5 Technical and Program Management Support. The contractor shall be responsible for the management and proper execution of all essential task activities relating to this effort and also responsible for delivering the necessary knowledge, skills and abilities to support the effective and efficient execution of all task management activities, as follows:

- Provide general analytical and management support
- Assist with staff coordination between the MCEC; MCEC customers; Deputy Commandant, Combat Development & Integration (DC, CD&I); Training and Education Command (TECOM); Marine Corps Systems Command (MCSC); Training Command (TCOM); Marine Corps Warfighting Laboratory (MCWL); Joint Improvised Explosive Device Defeat Organization (JIEDDO); and other Service and Joint stakeholders.
- Provide technical representation at CIED, Engineer, Joint, other Service, and Marine Corps forums, meetings, conferences, Integrated Product Team (IPTs) and Working Groups.
- Participate in program reviews and support meetings. Develop, update and maintain project status briefs, milestone charts and presentation material.
- Provide extensive academic, training, explosive hazard, and analytical support/expertise in researching unclassified and classified data repositories. Conduct comparative analysis to determine applicability of Allied, Joint and other service TTP(s) for Marine Corps to support assimilation into Marine Corps Curricula, Training and Readiness Manual, and Marine Corps Doctrinal Publications (MCDPs).
- Draft and deliver executive-level briefings and correspondence
- Assist with the development and implementation of CIED-related Master Lesson Files
- Provide academic expertise for the initiation and management of CIED Programs of Instruction (POIs).
- Provide analytical, academic and training expertise to support conduct of a Front End Analysis (FEA) in accordance with Systems Approach to Training (SAT) to support program of instruction (POI) development.
- Provide analytical, training and academic expertise to support development of MCTIMS products and documentation to support CIED Master Lesson File production.
- Provide financial expertise to support research, development and production of funding briefs, spreadsheets, tracking charts and financial documents/graphs to enable accurate tracking and management of obligation and expenditure rates for Marine Corps Operational and Maintenance and contract funds/budgets
- Coordinate with JIEDDO, MCWL, and other organizations and commands to assess applicability and utility of emerging CIED technologies for use by Marine Corps.
- Provide information technology/local area management expertise to support installation of software, setup and troubleshooting of contractor furnished and government procured hardware/software, training and education of support contractors and government personnel, website development/upkeep and helpdesk support.
- Provide editor/writer expertise to support development and dissemination of MCEC Newsletter and CIED and Engineer news articles for publication in Department of Defense (DoD) and Marine Corps periodicals.
- Procure and/or lease and operate government furnished equipment to support the
effective employment and operation of MTCs, in support of task execution.

- Provide technical expertise to support receipt, storage, handling, inventory, employment and disposal of battlefield/military simulators/effects in accordance with base orders and regulations, as directed by authorized government personnel at designated bases and stations.
- Provide logistics/supply support expertise to assist MCEC with maintaining positive control and accountability of all MCEC property.
- Provide public affairs support to capture, record, and disseminate information.

8.6 Process Improvement. The contractor will be responsible for process review and improvement in executing Sub-Tasks 8.1 through 8.5 in support of MCEC. Process improvement efforts will be directed by MCEC, but recommendations for process improvement are expected from the contractor when procedures may be identified as insufficient or when the contractor identifies potential for greater efficiency or effectiveness in any facet of the program.

9.0 GOVERNMENT FURNISHED INFORMATION

Established MLFs, to include the Lesson Plans, Student Handouts, and PowerPoint Presentations, along with associated checklists, worksheets, and preparation guides, will be provided. The Government shall furnish access to government owned databases, websites, documents, DSN telephone support and access to Navy Marine Corps Intranet. The Contractor shall shred schedules provided by the Government upon completion of work.

10.0 GOVERNMENT FURNISHED MATERIAL

Not Applicable to this task Order

11.0 GOVERNMENT FURNISHED EQUIPMENT

Service for BlackBerrys and/or cell phones is essential to program/task order execution. Numerous tasks described above although centrally planned require decentralized execution. Contractor will provide and Government will provide service. Government sourced transportation is the primary means by which Training Cadre will effect mobility. Ground transportation assets sourced by the government will be operated by contract personnel. The government shall furnish training aids, uniform items, and personal protective equipment to support the training requirements of the MTCs.

12.0 CONTRACTOR FURNISHED MATERIAL

Not applicable to this task order.

13.0 CONTRACTOR FURNISHED EQUIPMENT

Contractor will furnish employees with laptops, peripherals and necessary software to support
and enable effective execution of all essential tasks defined above.

14.0 TRAVEL REQUIREMENTS

Estimated Annual Travel:

<table>
<thead>
<tr>
<th># Trips</th>
<th>Location: To / From</th>
<th># People</th>
<th># of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Camp Pendleton, CA to Afghanistan</td>
<td>1</td>
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<td>3</td>
<td>Camp Pendleton, CA to Afghanistan</td>
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<td>4</td>
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<td>6</td>
<td>21</td>
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<tr>
<td>4</td>
<td>Camp Pendleton, CA to Korea</td>
<td>6</td>
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<tr>
<td>4</td>
<td>Camp Pendleton, CA to Okinawa, Japan</td>
<td>8</td>
<td>14</td>
</tr>
<tr>
<td>8</td>
<td>Camp Pendleton, CA to Twentynine Palms, CA</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Camp Pendleton, CA to Ft. Leonard Wood, MO</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Camp Pendleton, CA to Camp Lejeune, NC</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>Camp Pendleton, CA to Quantico, VA</td>
<td>4</td>
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<tr>
<td>4</td>
<td>Camp Pendleton, CA to Kuwait</td>
<td>4</td>
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<tr>
<td>2</td>
<td>Camp Pendleton, CA to Bridgeport, CA</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>Camp Pendleton, CA to MCB Kaneohe Bay, HI</td>
<td>8</td>
<td>10</td>
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<tr>
<td>2</td>
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<td>4</td>
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<tr>
<td>1</td>
<td>Camp Pendleton, CA to Panama City, FL</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Pendleton, CA to Portland, OR</td>
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<td>1</td>
<td>Camp Pendleton, CA to Portland, OR</td>
<td>3</td>
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</tr>
<tr>
<td>8</td>
<td>Camp Lejeune, NC to Republic of Georgia</td>
<td>6</td>
<td>21</td>
</tr>
<tr>
<td>4</td>
<td>Camp Lejeune, NC to Columbia</td>
<td>6</td>
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</tr>
<tr>
<td>4</td>
<td>Camp Lejeune, NC to Macedonia</td>
<td>6</td>
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<tr>
<td>4</td>
<td>Camp Lejeune, NC to Czech Republic</td>
<td>6</td>
<td>21</td>
</tr>
<tr>
<td>4</td>
<td>Camp Lejeune, NC to Puerto Rico</td>
<td>6</td>
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<td>2</td>
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<td>12</td>
<td>Camp Lejeune, NC to Camp Pendleton, CA</td>
<td>8</td>
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</tr>
<tr>
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<td>2</td>
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<tr>
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<td>6</td>
<td>Camp Lejeune, NC to Crystal, VA</td>
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<td>2</td>
<td>Camp Lejeune, NC to Bridgeport, CA</td>
<td>4</td>
<td>14</td>
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<tr>
<td></td>
<td>Camp Lejeune, NC to Charleston, SC</td>
<td>2</td>
<td>5</td>
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<tr>
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</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Miramar, CA</td>
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<tr>
<td>1</td>
<td>Camp Lejeune, NC to NAB Coronado, CA</td>
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<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Port Hueneme, CA</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Camp Lejeune, NC to Roxboro, NC</td>
<td>2</td>
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<td>1</td>
<td>Camp Lejeune, NC to Roxboro, NC</td>
<td>2</td>
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</tr>
<tr>
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<td>Camp Lejeune, NC to Panama City, FL</td>
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</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to MCAS Beaufort, SC</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Fort Bragg, NC</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Texarkana, TX</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Moline, IL</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Fort Stewart, GA</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to MCLB Albany, GA</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Muscatatuck, IN</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Brunswick, GA</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Camp Lejeune, NC to Burlington, VT</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to McLean, VA</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to McLean, VA</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Las Vegas, NV</td>
<td>1</td>
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<tr>
<td>1</td>
<td>Camp Lejeune, NC to Indian Head, MD</td>
<td>1</td>
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<td>1</td>
<td>Camp Lejeune, NC to Newport News, VA</td>
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<td>1</td>
<td>Camp Lejeune, NC to Fort Polk, LA</td>
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</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Glynco, GA</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Kings Bay GA</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Ft. Story, VA</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Ft. Story, VA</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>1</td>
<td>Camp Lejeune, NC to Vicksburg, MS</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>Twentynine Palms, CA to Camp Lejeune, NC</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Twentynine Palms, CA to Quantico, VA</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>Twentynine Palms, CA to Camp Pendleton, CA</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Twentynine Palms, CA to Fort Irwin, CA</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>1</td>
<td>Twentynine Palms, CA to Fort Irwin, CA</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Twentynine Palms, CA to Kona, HI</td>
<td>1</td>
<td>10</td>
</tr>
</tbody>
</table>

Additional travel not depicted in the table above may be required in support of this task. All travel will be approved in writing by MCEC Program Manager or his designated government personnel prior to the conduct of travel. Trip Report, CDRL A008, will be submitted in accordance with paragraph 15 of this PWS.

15.0 DELIVERABLES
<table>
<thead>
<tr>
<th>CDRL</th>
<th>REQUIREMENT</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A001</td>
<td>Monthly Status Report</td>
<td>Due the 15th of the following month</td>
</tr>
<tr>
<td>A002</td>
<td>Lesson Plans</td>
<td>Due 10 working days after curriculum review</td>
</tr>
<tr>
<td>A003</td>
<td>Student Handouts</td>
<td>Due 10 working days after curriculum review</td>
</tr>
<tr>
<td>A004</td>
<td>Classroom Media</td>
<td>Due 10 working days after curriculum review</td>
</tr>
<tr>
<td>A005</td>
<td>Concept Cards</td>
<td>Due first day of each month</td>
</tr>
<tr>
<td>A006</td>
<td>After Instruction Report</td>
<td>Due 5 days after instruction is complete</td>
</tr>
<tr>
<td>A007</td>
<td>Training Report Submissions</td>
<td>Last working day of each week</td>
</tr>
<tr>
<td>A008</td>
<td>Trip Reports</td>
<td>Due 10 working days after return from travel</td>
</tr>
<tr>
<td>A009</td>
<td>Manpower Report</td>
<td>See Paragraph 4.0 Above and Attached CDRL.</td>
</tr>
</tbody>
</table>

16.0 WORKLOAD ESTIMATE

Number of Man-hours:

236,880 Base Year

221,840 Option Year One (1)

206,800 Option Year Two (2)

197,400 Option Year Three (3)

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment 2 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:
Name of Holiday Time of Observance

New Year’s Day 1 January

Martin Luther King Jr. Day Third Monday in January

President’s Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran’s Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor’s accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy’s drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall
not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-325 KEY PERSONNEL

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 60 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 60 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

<table>
<thead>
<tr>
<th>NAME</th>
<th>CONTRACT LABOR CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Heesacker</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Tawana Young</td>
<td>Management Analyst 2</td>
</tr>
<tr>
<td>Roger Queen, Edward Rios, Robert Romero, Ward Stern</td>
<td>Subject Matter Expert (SME) 4</td>
</tr>
<tr>
<td>Fredrick Russell, Ferdinad Smith, Daniel Kachmar, Cameron McGin, Larry Dinino, Michael Pritcher, Michael Fischer, and Jim Cortez</td>
<td>Subject Matter Expert (SME) 5</td>
</tr>
<tr>
<td>Brad Adams, Derrick Tolston, Jason Johnston, Michael Long, Andrew Delfino, John Springs, and Aaron Jones</td>
<td>Training Specialist 3</td>
</tr>
<tr>
<td>Richard Speers, Jimmy Callins, and Steve Edwards</td>
<td>Training Specialist 4</td>
</tr>
</tbody>
</table>

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract,
where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

___ The EIT to be provided under this contract has been designated as a National Security System.

___ The EIT acquired by the contractor is incidental to this contract.

___ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

___ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

___ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

___ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor’s performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor’s cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, “consistently” is defined as “generally holding true”, “persistently over time”, and/or “overall uniformly”.

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance
Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor’s ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

SUP 5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

b. The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

c. If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

1. Program Manager

**Education:** Bachelor’s degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

**Experience:** Fifteen (15) years of technical experience in support of "Relevant Technical Field", to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years of Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of "Specific Projects". Note: Experience may be concurrent. Knowledge of Federal
Acquisition Regulation (FAR) and DoD procurement policies and procedures.

2. **Computer System Analyst III (SCA 14103)**

**Education:** High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Five (5) years of "Specific Project" Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

3. **Management Analyst 1**

**Education:** Bachelor’s degree in "Relevant Technical Field" or "Additional Acceptable Degree Fields".

**Experience:** One (1) year of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

4. **Management Analyst 2**

**Education:** Bachelor’s degree in "Relevant Technical Field" or "Additional Acceptable Degree Fields".

**Experience:** Two (2) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

5. **Subject Matter Expert (SME) 3**

**Education:** Technical Training in "Relevant Technical Field".

**Experience:** Twelve (12) years of hands-on experience with "Specific Projects", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "Relevant Technical Field".

6. **Subject Matter Expert (SME) 4**
Education: Technical Training in "Relevant Technical Field".

Experience: Fifteen (15) years of hands-on experience with "Specific Projects", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "Relevant Technical Field".

7. Subject Matter Expert (SME) 5

Education: Technical Training in "Relevant Technical Field".

Experience: Eighteen (18) years of hands-on experience with "Specific Projects", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "Relevant Technical Field".

8. Supply Technician (SCA 01410)

Education: High School diploma or GED.

Experience: Five (5) years of experience, to include: supervisory or warehouse lead at a DoD facility; financial management; logistics support for projects involving electronic/electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

9. Technical Analyst 2

Education: BS degree in Physical Sciences, Mathematics, or "Relevant Technical Field".

Experience: Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

10. Training Specialist 1

Education: Bachelor’s degree in Education, English, Psychology or "Additional Acceptable Degree Fields". Working towards Training Certification.

Experience: Three (3) years of experience in the training development environment.

11. Training Specialist 2

Education: Bachelor’s degree in Education, English, Psychology or "Additional Acceptable Degree Fields". Working towards Training Certification.

Experience: Five (5) years of experience in the "Relevant Technical Field", to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.
12. Training Specialist 3

**Education:** Bachelor’s degree in Education, English, Psychology or "Additional Acceptable Degree Fields". Training Certification.

**Experience:** Ten (10) years of experience in the "Relevant Technical Field", to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

13. Training Specialist 4

**Education:** Bachelor’s degree in Education, English, Psychology or "Additional Acceptable Degree Fields". Training Certification.

**Experience:** Fifteen (15) years of experience in the "Relevant Technical Field", to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

252.225–7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (AUG 2011)

(a) **Definition.** Private security functions means activities engaged in by a contractor, including—

   (i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party; or

   (ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) **Requirements.** The Contractor is required to—

   (1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

      (i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204–19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD–12)) granted to such personnel;

      (ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

      (A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.
(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (https://www.bpn.gov/iuid/);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003 and DFARS 252.245.7001 and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (https://www.bpn.gov/iuid/); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Combat Operations, or Other Significant Operations, at http://www.dtic.mil/whs/directives/corres/pdf;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;
(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Cooperate with any Government authorized investigation by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government—

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

   (i) Ensuring the return of personal identity verification credentials;

   (ii) Ensuring the return of other equipment issued to the employee under the contract; and

   (iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor’s failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor’s failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor’s performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period; and

(4) This contract may be terminated for default if the Contractor fails to comply with the requirements of paragraph (b) of this clause or, if directed by the Contracting Officer, fails to remove or replace, at its own expense, any of its personnel who violate the requirements of paragraph (b) of this clause.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this
paragraph (e), in all subcontracts that will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over $100,000.

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

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

(b) General.

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).
(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

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

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

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

(g) Registration of Contractor personnel and private security contractor equipment.

1. The Contractor is required to register in the automated web based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

2. Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

   i. In all circumstances, this includes any personnel performing private security functions.

   ii. For personnel other than those performing private security functions, this requirement excludes anyone—

      A. Hired under contracts valued less than $100,000;

      B. Who will be performing in the CENTCOM AOR less than 30 continuous days; or

      C. Who, while afloat, are tracked by the Diary message Reporting System

3. Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

4. Follow these steps to register in and use SPOT:

   i. SPOT registration requires one of the following login methods:

      A. A Common Access Card or a SPOT-approved digital certificate; or

      B. A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.
(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at https://spot.altess.army.mil; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.altess.army.mil/.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at http://www.resource.spot-es.net/ for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than $100,000, but performing less that 30 days in the AOR (e.g. day laborers).

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

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

(i) Weapons.

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

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

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

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

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

(A) Safely;

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

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

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

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

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

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

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

(k) Military clothing and protective equipment.

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

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

(l) Evacuation.

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when-

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

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

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

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

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

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

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

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

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

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

**952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)**

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name
Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, polices and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;

(2) DODI 3020.41, Operational Contract Support

(3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;

(4) DFARS 252.225-7039, Contractors Performing Private Security Functions;

(5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces
Deployed Outside the United States:

(6) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);

(7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);

(8) OSC-I OPORD 11-01, Annex C, Appendix 20;

(9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;

(10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor’s company and the U.S. Government that verifies the individual’s employment and addresses the need to be armed.

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

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.
(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

1. The contractor’s method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.

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

3. How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

1. Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

2. Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

3. All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

4. The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor’s plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this
contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. “Host Nation” refers to the nation or nations where services under this contract are performed. Additionally, the arming authority’s authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training). (Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee’s authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

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

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon’s caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

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

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

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

(1) Failing to cooperate with Coalition and Host Nation forces.

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

(3) Failing to use a graduated force approach.

(4) Failing to treat the local civilians with humanity or respect.

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

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

### 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

- Umm Qasr 708-241-5490
- Besmaya 708-242-0012/0014
- Taji 708-242-6775/6205
- Union III 708-243-2377
- Tikrit 709-242-1002
- Kirkuk 708-242-2203

(c) **AFGHANISTAN:** In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer’s Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit
incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor’s name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (DEC 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective’s and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months’ time, active orthodontic care, conditions requiring prosthetic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere’s Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with
mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please got to the following website: [http://comptroller.defense.gov/rates/fy2012.html](http://comptroller.defense.gov/rates/fy2012.html) (change fiscal year as applicable).

952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

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

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

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

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

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

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

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

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).
(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

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

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

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

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

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

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

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

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

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.
(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

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

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

952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens

- APO/FPO/MPO/DPO/Postal Services
- DFACs
- Mil Issue Equip
- Authorized Weapon
- Excess Baggage
- MILAIR
- Excess Baggage
- Fuel Authorized
- MWR
- Controlled Access Card (CAC)
- Military Banking
- Transportation
- Military Exchange
- All
- Controlled Access Card (CAC)
- Military Exchange
- None
- Dependents Authorized
- Military Exchange
- Embassy Air
- Embassy Clinic Iraq
- Dependent Housing, Meals
- Embassy Clinic – Afghanistan
- Embassy Air
Third-Country National (TCN) Employees

N/A  
Authorized Weapon  Excess Baggage  MILAIR  
Billeting  Fuel Authorized  MWR  
CAAF*  Govt Furnished Meals  Resuscitative Care  
Controlled Access Card (CAC)  Military Banking  Transportation  
Badge  Military Clothing  All  
Commissary  Military Exchange  x None  
Dependents Authorized  Embassy Air***  Embassy Clinic

Local National (LN) Employees

N/A  
Authorized Weapon  Excess Baggage  MILAIR  
Billeting  Fuel Authorized  MWR  
CAAF*  Govt Furnished Meals  Resuscitative Care  
Controlled Access Card (CAC)  Military Banking  Transportation  
Badge  Military Clothing  All  
Commissary  Military Exchange  x None  
Dependents Authorized  Embassy Air***  Embassy Clinic

* CAAF means Contractors Authorized to Accompany Forces.

** Mail to Iraq limited to 2lbs

*** Applies to Iraq only

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

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

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: http://www.nfpa.org

NESC: http://www.standards.ieee.org/nesc

952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

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

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

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

(i) the name of each individual requiring a new LOA;

(ii) the number of days for the LOA (no more than 30 calendar days); and

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

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

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

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

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

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

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

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

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

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

The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA’s.

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

952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:


(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs
clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. **Customs Required Documents:** The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

   (d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan’s SOP for Customs Clearance Requests Operations (http://trade.gov/static/AFGCustomsSOP.pdf) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. **Imports:** Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

   a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

   b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in “US Military”. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

   c. Shipping Invoices.

   d. Packing Lists. Required only if the shipping invoice does not list the cargo.

   e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

   f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of
Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: http://trade.gov/static/AFGCustomsSOP.pdf

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302.** Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)

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

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

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

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

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

952.225-0022 VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)

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

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

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

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

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

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

952.232-0002 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)(DEC 2011)

(a) Pursuant to the authority of USCENTCOM FRAGO’s 09-1567 and 10-143 this contract will be awarded in Afgani (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA
(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor’s banking institution is not EFT capable. Cash payments will be made in Afghani.

952.232-0004 PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)

(a) Pursuant to the authority of USCENTCOM FRAGO’s 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

   (1) EFT using Limited Depository Account (LDA)

   (2) Check from the local finance office LDA

   (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor’s banking institution is not EFT capable. Cash payments will be made in Afghani.

952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

   (1) “the minimum requirements of United States’ National Fire Protection Association (NFPA) 70,

   (2) 2011 National Electrical Code (NEC) for new construction

   (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
(4) American National Standards Institute (ANSI) C2, and


(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

   UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

   NFPA 70: http://www.nfpa.org

   NESC: http://www.standards.ieee.org/nesc
SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.
SECTION E INSPECTION AND ACCEPTANCE

E-303 INSPECTION AND ACCEPTANCE - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.
SECTION F DELIVERABLES OR PERFORMANCE

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

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<tr>
<th>Item</th>
<th>Period of Performance</th>
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<tbody>
<tr>
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<td>6003</td>
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CLIN - DELIVERIES OR PERFORMANCE

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

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<thead>
<tr>
<th>Item</th>
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<tbody>
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</tr>
<tr>
<td>6003</td>
<td>9/21/2013 - 9/20/2014</td>
</tr>
</tbody>
</table>

Services to be performed hereunder will be provided at (insert specific address and building etc.)

F-303 PERIODS OF PERFORMANCE

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.
SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Jessica N Tew, 56110
501 E. Polk Street ste 900
Tampa, FL 33602
jessica.tew@navy.mil
843-754-4571

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

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<td>Code HQ0338 (DFAS Columbus Center)*</td>
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*To be completed at time of award.

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor’s invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline...
Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

**ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick  
Code: 8.6.2  
Address: PO Box 190022, N. Charleston, SC 29419  
Phone: (843) 218-5115  
Email: robert.meddick@navy.mil

**Accounting Data**

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment 8 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

The applicable WD for the awardee's location will be included at time of task order award.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer’s Representative (COR). The request shall include as a minimum, the following:

(1) Contract number
(2) Date, time, and place of proposed travel
(3) Purpose of travel and how it relates to the contract
(4) Contractor’s estimated cost of travel
(5) Name(s) of individual(s) traveling and;
(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor’s place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor’s home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor’s home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee’s POV is used for travel between an employee’s residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee’s commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses
(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee’s one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).
In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee’s one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform
the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the
Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order’s Contracting Officer’s decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

TECHNICAL INSTRUCTIONS
(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

CLAUSES INCORPORATED BY REFERENCE:

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

CLAUSES INCORPORATED BY FULL TEXT:

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

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause—

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

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations. “Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States
may require work in dangerous or austere conditions. Except as otherwise provided in the
contract, the Contractor accepts the risks associated with required contract performance in such
operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

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

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

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

(4) Service performed by Contractor personnel subject to this clause is not active duty or service

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) **Compliance with laws and regulations.**

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

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

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

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

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

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

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

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

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

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

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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

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

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

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

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

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

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

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

1. A military-run training center; or

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

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

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

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

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

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

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

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

(g) Personnel data.

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

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

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

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

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

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

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

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

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

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

(i) **Military clothing and protective equipment.**

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

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

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

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

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

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

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) *Evacuation.*

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

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

(n) *Next of kin notification and personnel recovery.*

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND
AFGHANISTAN (DEVIATION 2010-O0014) (AUG 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

(i) US Army Criminal Investigations Division at http://www.cid.army.mil/reportacrime.html;


(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx; or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

(a) Definition. “Discipline Working Group,” as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed,
installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.
SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 CDRLS
ATTACHMENT 2 DD254
ATTACHMENT 4 - PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 5 - COST SUMMARY FORMAT
ATTACHMENT 6 - RATE SHEET REQUEST FORM
ATTACHMENT 7 - SMALL BUSINESS PARTICIPATION
ATTACHMENT 8 - WAGE DETERMINATION
ATTACHMENT 3 REFERENCE INFORMATION SHEETS
ATTACHMENT 9 QUALITY ASSURANCE SURVEILLANCE PLAN