

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 09-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. 1300427283	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

SPAWAR-Systems Center Lant (CHRL)  
P.O. BOX 190022  
North Charleston SC 29419-9022  
garrison.turner@navy.mil 843-218-6705

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GENERAL DYNAMICS INFORMATION TECH., INC. 3211 Jermantown Road Fairfax VA 22030-2844	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4012-V711
	10B. DATED (SEE ITEM 13) 26-Apr-2011
CAGE CODE 07MU1	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103 (a)(3)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Garrison G Turner, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Garrison G Turner (Signature of Contracting Officer)	09-Jun-2014

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is to extend the period of performance and add incremental funding IAW letter from contractor dated 23 May 2014. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$37,496,009.81 by \$414,168.75 to \$37,910,178.56.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420130	Fund Type - TBD	0.00	291,293.95	291,293.95
620130	Fund Type - TBD	0.00	122,874.80	122,874.80

The total value of the order is hereby increased from \$66,488,900.74 by \$0.00 to \$66,488,900.74.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
4201	6/7/2012 - 6/6/2014	6/7/2012 - 7/6/2014
6201	6/7/2012 - 6/6/2014	6/7/2012 - 7/6/2014

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4101	J058	USAFCENT AND USARCENT Engineering & Installation (E&I) Support (Fund Type - TBD)	1.0	LO			\$21,316,562.35
410101	J058	LABOR (Fund Type - TBD)					
410102	J058	ACRN AB: PWS FOR BALAD TDL 01 (Fund Type - TBD)					
410103	J058	ACRN AC: PWS FOR KANDAHAR TDL 02 (Fund Type - TBD)					
410104	J058	ACRN AD: PWS FOR BAGRAM TDL 03 (Fund Type - TBD)					
410105	J058	ACRN AE: PWS FOR BASTION TDL 04 (Fund Type - TBD)					
410106	J058	ACRN AF: PWS FOR AL DHAFRA TDL 05 (Fund Type - TBD)					
410107	J058	ACRN AG: PWS FOR MANAS TDL 06 (Fund Type - TBD)					
410108	J058	ACRN AH: PWS FOR SHINDAND TDL 08 (Fund Type - TBD)					
410109	J058	ACRN AJ: PWS FOR E&I SHELTER BUILDSUPPORT TDL 07 (Fund Type - TBD)					
4201	J058	USAFCENT AND USARCENT Engineering & Installation (E&I) Support (Fund Type - TBD)	1.0	LO			\$21,272,074.39
420101	J058	ACRN AK:PWS FOR THUMRAIT TDL 11 (Fund Type - TBD)					
420102	J058	ACRN AK: PWS FOR KANDAHAR TDL 12 (Fund Type - TBD)					
420103	J058	ACRN AK: PWS FOR SHINDAND TDL 13 (Fund Type - TBD)					
420104	J058	ACRN AK: PWS FOR BASTION TDL 14 (Fund Type - TBD)					
420105	J058	ACRN AK: PWS FOR BAGRAM TDL 15 (Fund Type - TBD)					
420106	J058	ACRN AK: PWS FOR MANAS TDL 16 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420107	J058	ACRN AK: PWS FOR AL DHAFRA TDL 17 (Fund Type - TBD)					
420108	J058	ACRN AK: PWS FOR PMO TDL 18 (Fund Type - TBD)					
420109	J058	ACRN AL: PWS FOR E&I TDL 19 (Fund Type - TBD)					
420110	J058	ACRN AK: PWS FOR BAGRAM TDL 15 (Fund Type - TBD)					
420111	J058	ACRN AK: PWS FOR MANAS TDL 16 (Fund Type - TBD)					
420112	J058	ACRN AK: PWS FOR AL DHAFRA TDL 17 (Fund Type - TBD)					
420113	J058	ACRN AK: PWS FOR PMO TDL 18 (Fund Type - TBD)					
420114	J058	ACRN AK: PWS FOR THUMRAIT TDL 11 (Fund Type - TBD)					
420115	J058	ACRN AK: PWS FOR KANDAHAR TDL 12 (Fund Type - TBD)					
420116	J058	ACRN AK: PWS FOR SHINDAND TDL 13 (Fund Type - TBD)					
420117	J058	ACRN AK: PWS FOR BASTION TDL 14 (Fund Type - TBD)					
420118	J058	ACRN AM: PWS FOR ACME SBC INSTALLATIONS TDL21 (Fund Type - TBD)					
420119	J058	ACRN AM: PWS FOR ACME SBC INSTALLATIONS TDL21 (Fund Type - TBD)					
420120	J058	ACRN AP: PWS FORBAGRAM TDL 22 NWA #: 100000824661 000K(Fund Type - TBD)					
420121	J058	ACRN AQ: LABOR FOR TDL-13 SHINDAND NWA: 100000773888-0070 (Fund Type - TBD)					
420122	J058	ACRN AR: LABOR FOR TDL-15 BAGRAM NWA: 100000773888-0010 (Fund Type - TBD)					
420123	J058	ACRN AS: LABOR FOR TDL-16 MANAS NWA: 100000773888-0050 (Fund Type - TBD)					
420124	J058	ACRN AT: LABOR FOR TDL-17 AL DHAFRA NWA: 100000773888-0040 (Fund Type -					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		TBD)					
420125	J058	ACRN AU: LABOR FOR TDL-18 K-PMO NWA: 100000773888-000K(Fund Type - TBD)					
420126	J058	ACRN AV: LABOR FOR TDL-12 KANDAHAR NWA: 100000773888-000K(Fund Type - TBD)					
420127	J058	ACRN AW: Labor- 60 day extension PR 1300389705 DOC: F3UT643143GC01 (Fund Type - TBD)					
420128	J058	ACRN AX: Labor 90 Day Extension PR 1300402293 (Fund Type - TBD)					
420129	J058	ACRN AX: Labor 30Day Extension PR 1300418039 (Fund Type - TBD)					
420130	J058	ACRN AX: Labor 30Day Extension PR 1300427283 (Fund Type - TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6101	J058	Other Direct Costs for USAFCENT AND USARCENT Engineering & Installation (E&I) Support (Fund Type - TBD)	1.0	LO	\$11,950,132.00
610101	J058	ODCs (Fund Type -TBD)			
610102	J058	ACRN AB: PWS FOR BALAD TDL 01 ODCs(Fund Type - TBD)			
610103	J058	ACRN AC: PWS FOR KANDAHAR TDL 02 ODCs (Fund Type -TBD)			
610104	J058	ACRN AD: PWS FOR BAGRAM TDL 03 ODCs (Fund Type -TBD)			
610105	J058	ACRN AE: PWS FOR BASTION TDL 04 ODCs (Fund Type -TBD)			
610106	J058	ACRN AF: PWS FOR AL DHAFRA TDL 05 ODCs (Fund Type -TBD)			
610107	J058	ACRN AG: PWS FOR MANAS TDL 06 ODCs(Fund Type - TBD)			
610108	J058	ACRN AH: PWS FOR SHINDAND TDL 08 ODCs (Fund Type -TBD)			
610109	J058	ACRN AJ: ODC IN SUPPORT OF E&I SHELTER BUILD SUPPORT TDL 07 ODCs PR: 1300223631 (Fund Type - TBD)			
610110	J058	ACRN AA: ODC IN SUPPORT OF E&I SHELTER BUILD SUPPORT TDL 07 ODCs (Fund Type - TBD)			
6201	J058	Other Direct Costs for USAFCENT AND USARCENT Engineering & Installation (E&I) Support (Fund Type - TBD)	1.0	LO	\$11,950,132.00
620101	J058	ACRN AK: ODC FOR THUMRAIT TDL 11 (Fund Type - TBD)			
620102	J058	ACRN AK: ODC FOR KANDAHAR TDL 12 (Fund Type - TBD)			
620103	J058	ACRN AK: ODC FOR SHINDAND TDL 13 (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620104	J058	ACRN AK: ODC FOR BASTION TDL 14 (Fund Type - TBD)			
620105	J058	ACRN AK: ODC FOR BAGRAM TDL 15 (Fund Type - TBD)			
620106	J058	ACRN AK: ODC FOR MANAS TDL 16 (Fund Type - TBD)			
620107	J058	ACRN AK: ODC FOR AL DHAFRA TDL 17 (Fund Type - TBD)			
620108	J058	ACRN AK: ODC FOR PMO TDL 18 (Fund Type - TBD)			
620109	J058	ACRN AL: ODC FOR E&I TDL 19 (Fund Type - TBD)			
620110	J058	ACRN AK: ODC FOR BAGRAM TDL 15 (Fund Type - TBD)			
620111	J058	ACRN AK: ODC FOR MANAS TDL 16 (Fund Type - TBD)			
620112	J058	ACRN AK: ODC FOR AL DHAFRA TDL 17 (Fund Type - TBD)			
620113	J058	ACRN AK: ODC FOR PMO TDL 18 (Fund Type - TBD)			
620114	J058	ACRN AK: ODC FOR THUMRAIT TDL 11 (Fund Type - TBD)			
620115	J058	ACRN AK: ODC FOR KANDAHAR TDL 12 (Fund Type - TBD)			
620116	J058	ACRN AK: ODC FOR SHINDAND TDL 13 (Fund Type - TBD)			
620117	J058	ACRN AK: ODC FOR BASTION TDL 14 (Fund Type - TBD)			
620118	J058	ACRN AM: ODC FOR ACME SBC INSTALLATIONS TDL21 (Fund Type - TBD)			
620119	J058	ACRN AN: ODC FOR ACME SBC INSTALLATIONS TDL21 (Fund Type - TBD)			
620120	J058	ACRN AP: ODC FORBAGRAM TDL 22 NWA #: 100000824661 000K(Fund Type - TBD)			
620121	J058	ACRN AQ: ODCS FOR TDL-13 SHINDAND NWA: 100000773888-0070 (Fund Type - TBD)			
620122	J058	ACRN AR: ODCS FOR TDL-15 BAGRAM NWA: 100000773888-0010 (Fund Type - TBD)			
620123	J058	ACRN AS: ODCS FOR TDL-16 MANAS NWA: 100000773888-0050 (Fund Type - TBD)			
620124	J058	ACRN AT: ODCS FOR TDL-17 AL DHAFRA NWA: 100000773888-0040 (Fund Type - TBD)			
620125	J058	ACRN AU: ODCS FOR TDL-18 K-PMO NWA: 100000773888-000K (Fund Type - TBD)			
620126	J058	ACRN AV: ODCS FOR TDL-12 KANDAHAR NWA: 100000773888-000K (Fund Type - TBD)			
620127	J058	ARCN AW: ODCs for 60 day extension PR 1300389705 DOC: F3UT643143GC01 (Fund Type - TBD)			
620128	J058	ACRN AX: ODCs for 90 Day Extension PR 1300402293 (Fund Type - TBD)			
620129	J058	ACRN AX: ODCs for 30 Day Extension PR 1300418039 (Fund Type - TBD)			
620130	J058	ACRN AX: ODC's 30Day Extension PR 1300427283 (Fund Type - TBD)			

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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]

Total Staff-Hours (X)\* Total Prime Staff-Hours Fixed Fee\*\*

\*(inclusive of Prime and any proposed Subcontractor(s))

Base Period            [REDACTED]            [REDACTED]            [REDACTED]  
Option 1                [REDACTED]                [REDACTED]                [REDACTED]

\*\*Contractor is to identify basis for fixed fee amount: \_\_\_ Prime Hours Only X 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 there under 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

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of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) 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.

#### B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is [REDACTED] hours. The [REDACTED] direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ \_\_\_\_\_ [Contracting officer insert dollar amount(s)] per labor hour invoiced by the contractor subject to the contract's

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“Fixed Fee” clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 “Limitation of Cost” or FAR 52.232-22 “Limitation of Funds” clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

**CLINs 4101 and 6101**

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to **\$13,600,445.42**. It is estimated that these funds will cover the cost of performance through **6 June 2012**. 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 **\$13,600,445.42** shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL	PRIOR FUNDED	FUNDS THIS ACTION	TOTAL FUNDED	BALANCE UNFUNDED
4101	\$ 21,316,562.35	\$ 10,286,321.69	\$ (3,137,727.48)	\$7,148,594.21	\$ 14,167,968.14
6101	\$ 11,950,132.00	\$ 7,643,955.87	\$ (1,192,104.66)	\$6,451,851.21	\$ 5,498,280.79
<b>TOTAL</b>	<b>\$ 33,266,694.35</b>	<b>\$ 17,930,277.56</b>	<b>\$ (4,329,832.14)</b>	<b>\$13,600,445.42</b>	<b>\$ 19,666,248.93</b>

**CLINs 4201 and 6201**

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to **\$24,309,733.14**. It is estimated that these funds will cover the cost of performance through **6 July 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 **\$24,309,733.14** shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL	PRIOR FUNDED	FUNDS THIS ACTION	TOTAL FUNDED	BALANCE UNFUNDED
4201	\$ 21,272,074.39	\$ 13,989,840.31	\$ 291,293.95	14,281,134.26	\$ 6,990,940.13
6201	\$ 11,950,132.00	\$ 9,905,724.08	\$ 122,874.80	10,028,598.88	\$ 1,921,533.12
<b>TOTAL</b>	<b>\$ 33,222,206.39</b>	<b>\$ 23,895,564.39</b>	<b>\$ 414,168.75</b>	<b>24,309,733.14</b>	<b>\$8,912,473.25</b>

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-302 SPECIFICATIONS / STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN ATLANTIC - CHARLESTON, Code 55380AR, USAFCENT AND USARCENT Engineering & Installation (E&I) Support

#### 1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Atlantic (SSC-Atlantic) is acquiring Communications Engineering and Installation (E&I) support to ensure critical communication information systems are available to forward deployed forces supporting United States Army Central Command (USARCENT) & United States Air Force Central Command (USAFCENT) in United States Central Command (USCENTCOM) Area of Responsibility (AOR).

#### 2.0 BACKGROUND

\*

USAFCENT Communications E&I support began in June 2004 and USARCENT support began in 2009. These effort were contracted out originally due to the unavailability of E&I resources and the increased requirement for communications infrastructure. Previous and existing contracted Communications E&I support is performed in Balad and Al Asad, Iraq; Bagram, Kandahar and Bastion, Afghanistan; and Manas, Kyrgyzstan and may expand into other USCENTCOM sites within Iraq and Southwest Asia (SWA). This support has enabled USCENTCOM to meet communications requirements supporting mission flights in the Global War on Terrorism.

#### 3.0 SCOPE

The objective of this task order is to provide E&I personnel supporting deployed mission requirements in the USCENTCOM AOR. Personnel will be operating under the technical direction of the Contractor Officer's Representative (COR) or technical point of contact. The personnel shall augment on-site government personnel and provide installations, operations, maintenance, administration, and management required to support the following:

- Engineering of Inside/Outside Cable and Fiber Infrastructure
- Drafting/CAD Engineering Diagrams of Inside/Outside Cable and Fiber Infrastructure
- Installing of Inside/Outside Cable and Fiber Infrastructure
- Controlling Installation Materials and Equipment
- Communication Planning of Inside/Outside Cable and Fiber Infrastructure(USAFCENT AOR)

#### 4.0 PLACE OF PERFORMANCE

Work shall be performed on military installations within the USCENTCOM Area of Responsibility (AOR).

#### 5.0 APPLICABLE DIRECTIVES / REFERENCES

- a. DoD Instruction 3040.41
- b. SPAWARSYSCENCHASNINST 12910.1
- c. DFARS PGI 225.74
- d. SPAWARINST 4720.1
- e. USCENTCOM Individual Protection and Individual/Unit Deployment Policy (MOD 9)
- f. Air Force Task Orders
- g. AFI 33-150, Management of Communications Activities

#### 6.0 SECURITY

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All personnel deployed under this contract shall be U.S. citizens and have a DoD security clearance of SECRET, or higher. Some tasks/areas may require a Top Secret security clearance. Access to work sites is controlled. The contractor shall submit a list of all assigned support personnel to Space and Naval Warfare Systems Center, Atlantic (SSC-Atlantic) for approval and distribution. Workers shall not be permitted access to the work sites without appropriate information on file at the appropriate work site. The host country military or civilian government officials and the DoD reserve the right to deny site access to any individual for security reasons or other sufficient cause.

Contractor's request for visit authorization shall be submitted in accordance with the National Industrial Security Program Operating Manual (NISPOM) two weeks before deployment. The request shall be forwarded via SPAWAR Systems Center Atlantic, Charleston, PO BOX 190022, North Charleston, S.C. 29418, Attn: Security Office, for certification of need to know by the specified COR. DD-254 of the basic contract applies.

### **6.1 Security Problem Resolution**

The contractor shall assist in resolving any problems resulting from the security certification and accreditation process including vulnerability assessments and red team activities. This shall address security problem reports, technical investigations, and any testing performed to accomplish certification.

### **6.2 Security Officer**

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, SPAWAR Systems Center Atlantic - Charleston or his designated representative indicated.

### **6.3 Security Reporting**

The contractor shall provide security incident reports as they occur and monthly summaries as part of the Monthly O&M Reports. The reports shall provide the following information:

- Date and time of incident
- Incident type
- Incident severity
- Location(s)
- Components affected
- Containment and restoration procedures employed
- Proposal to ensure no re-occurrence
- Other relevant information

## **7.0 COR DESIGNATION**

The Contracting Officer's Representative (COR) and Technical Point of Contact is Mr. Anthony Robinson, SSC-Atlantic Code 55380AR, 843-218-3532, DSN 588-3532, [anthony.b.robinson@navy.mil](mailto:anthony.b.robinson@navy.mil)

The USAFCENT Program Manager is Mr. John Deberry, 803-895-8403, DSN 965-8403, [john.deberry@shaw.af.mil](mailto:john.deberry@shaw.af.mil)

The USARCENT Program Manager is Mr. Don Sallee, Code 55380DS, 843-218-4345, DSN 588-4345, [Donald.sallee@navy.mil](mailto:Donald.sallee@navy.mil)

## **8.0 GENERAL REQUIREMENTS**

### **8.1 PERSONNEL REQUIREMENTS**

#### **8.1.1 Employee Tour of Duty**

The contractor shall make every effort to obtain employees committed to the full contract duration of the position for which hired. Unless otherwise specified in the delivery order, the minimum planned tour of duty for new hire, full time in-Country Contractor employees shall be one year or termination/completion of the position, or contract, whichever occurs first.

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Contractor personnel assigned under this contract are 100% and are not authorized to work on other contracts unless authorized by the COR.

### **8.1.2 Personnel Probationary Period**

There shall be an initial thirty (30) day probationary period in-country for full time deployed personnel. Probation starts upon arrival of individual at the initial work site. There shall be no personnel replacement/exchange cost to the contract or government if an employee does not meet approval during the probationary period.

### **8.1.3 Base Access and Behavior Standards**

Due to the sensitive nature of our military presence at deployed locations, local base or communications squadron commanders can be expected to deny base access to personnel should their behavior reflect discredit upon the United States military or represent a risk to the government. If denied access the affected person would be unable to perform his/her duties. For such an occurrence, the contractor shall ensure a suitable replacement as soon as practical and at minimal cost to the contract. For the purposes of this contract, cause for denial of access shall include:

- Failure to respect and observe the laws, customs, and regulations of the Host Country including the laws prohibiting access to certain areas of the country to non-Muslims or non-nationals
- Failure to respect and observe military command authority and/or base regulations
- Becoming a recognized security threat
- Failure to perform assigned duties

### **8.1.4 Work Hours**

Deployed personnel normal working hours are up to 72 hours per week. Personnel may be assigned to any work shift. Overtime is pre-approved at 100 hours/man-year. The COR or local Communications Squadron Commander may authorize use of the pre-approved overtime at his discretion. Additional overtime must be requested through USAFCENT/USARCENT to the SSC-Atlantic COR.

## **8.2 CONTRACTOR SUPPORT**

The "Prime Contractor" shall be United States Companies. These contractors performing under this contract are Defense Contractors. Contractor personnel shall be defined as one of the following sub-categories of defense contractors. Full definitions of each category are provided in the referenced documents.

### **8.2.1 Contingency Contractor Personnel**

Contractors authorized to accompany U.S. military forces in contingency operations or other military operations as specified in Ref. (a) in DoD Instruction 3020.41.

### **8.2.2 Essential Contractors**

Contractors providing services deemed essential for the effectiveness of defense systems or where loss of services may seriously impair or interrupt operations. Operations and maintenance of Command, Control, and Communications Systems are essential services. Essential contractors are also referred to as "mission essential" contractors. See Ref. (a) for the full definition.

During periods of crisis or hostilities, essential contractors shall use all means at their disposal to continue to provide services unless appropriately released from this contractual obligation, ordered to leave, or evacuated by military authority. Essential contractors assigned to such essential duties shall execute an agreement detailing the terms of this paragraph prior to being deployed overseas.

### **8.2.3 Contractors Deploying with the Force (CDF)**

Contractors Deploying with the Force (CDF) are contingency contractors designated to remain in place in theater when a contingency is declared. In many cases, these contractors have a long-term relationship with a specific unit and provide services directly to U.S. military forces and receive Government-furnished support similar to DoD civilians. In general, command, control, and communications O&M personnel are considered CDF. See Ref. (a) for the full definition.

### **8.2.4 Contractors in Hostile Areas Status**

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Contractors providing services in areas of hostile activity specified in Ref (b) must meet specific criteria designated in the reference. Currently, Afghanistan and Iraq are the designated hostile areas in the CENTCOM AOR.

### Examples of Defense Contractors

Category	Description	Applicable Tasking
Contingency Contractor Personnel	Accompany military during military operations	Installation Teams and other not intended to stay during hostilities; also includes CDF
Contractors Deploying with the Force (CDF)	Remain in place when contingency declared	Contractors deployed and assigned to Military Unit
Essential Contractors	Provide mission essential services and remain in place during hostilities	O&M and long-term contractors
Contractors in Hostile Areas	Deployed to hostile areas in Ref (b)	Includes all contractors

## 8.3 MOBILIZATION AND DEPLOYMENT PROCEDURES

The contractor shall arrange and provide for all mobilization and demobilization of its personnel. Demobilization of contractors shall be completed within 30 days after contract completion. Contractors shall mobilize and deploy as specified in references (a),(b) and (e).

### 8.3.1 Pre-Deployment Processing

#### 8.3.1.1 Hostile Area and CDF Contractors

In accordance with References (a) and (b), Defense contractors deploying to hostile areas and CDF shall report to a Combat Readiness Center (CRC) in order to:

- validate entry of accountability information in the joint database
- be issued or validate possession of proper identification cards
- receive applicable Government-furnished equipment
- receive medical and dental screening including required military-specific vaccinations/immunizations (e.g., anthrax, smallpox) and provide DNA sample
- validate or complete any required training (Geneva Conventions, law of armed conflict, general orders, standards of conduct, force protection, personnel recovery, medical, operational security , anti-terrorism, nuclear, biological and chemical protective gear, country brief and cultural awareness)

#### 8.3.1.2 Contractors Deployed to the CENTCOM AOR 15 Days or More

All defense contractors that are not CDF, nor deploying to hostile areas, shall carryout pre-deployment processing (not necessarily through a CRC) to receive:

- validate entry of accountability information in the joint database
- be issued or validate possession of proper identification cards
- receive applicable Government-furnished equipment
- receive medical and dental screening including required military-specific vaccinations/immunizations (e.g., anthrax, smallpox)

#### 3.3.1.3 Contractors Deployed to the CENTCOM AOR Less Than 15 Days

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All defense contractors that are not CDF, nor deploying to hostile areas, shall carry out pre-deployment processing (not necessarily through a CRC) to receive:

- validate entry of accountability information in the joint database
- be issued or validate possession of proper identification cards

### **8.3.2 Local Processing**

Upon arrival in country, defense contractors shall process in/check in with the local Personnel Support for Contingency Operations (PERSCO) office for accountability and will report for daily accountability as required by the local base commander. The contractor shall check out for end of tour, vacation, TDY travel, or any other movement.

### **8.3.3 Force Protection Measures**

The government shall provide Force Protection equivalent to what is provided to DoD civilians. The contractor shall provide all life and mission support to its employees necessary to perform the contract. However, in many contingency operations, the Government may decide it is in its interests to provide selected life and mission support to some contingency contractor personnel. When necessary and required by the geographic Combatant Commander, contingency contractor personnel shall be issued military individual protective equipment (e.g., chemical defensive gear, body armor, personal protective equipment).

The COR shall direct the contractor to comply with requirements intended to safeguard the safety and health of Essential Contractor personnel as necessary to comply with DoD or service requirements. The COR may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements via full text or reference. If appropriate the contractor may file a proposal for cost or other impacts under the Changes clause or a Request for Equitable Adjustment. The contractor shall comply with force protection policies established by the local military authority.

### **8.3.4 Host Nation Visas, Permits, and Licenses**

The contractor shall obtain in-country sponsorship, passports, visas, permits for work, vehicle operations, in-country personal travel, and any other required licenses and host nation permits for personnel working under this contract.

### **8.3.5 Identification Cards, Badges, and Passes**

All personnel working under this contract shall carry and/or display identification issued by the U.S. Government or host nation government at all times according to instructions applied at each military facility.

The host country military or civilian government officials and DoD reserve the right to deny site access to any individual. The government shall not be liable for delays caused by inaccessibility due to contractor non-compliance with security requirements through the Host Nation Security.

#### 8.3.5.1 Base Passes

The contractor is responsible for coordinating with the local Government for access to U.S. Facilities. The Government shall provide appropriate base passes and other authorization for access to U.S. controlled areas required by the contract.

The contractor shall comply with all base access, security, vehicle control, safety, environmental protection, and other policies while on USCENTCOM installations. Compliance with force protection policies shall be in accordance with the guidelines established by the local military authority.

#### 8.3.5.2 Retrieving Identification Media

The contractor shall retrieve all identification media, including vehicle passes, from personnel who depart for any reason before the contract expires (e.g. terminated for cause, retirement, etc.). Prior to departure from the host nation, identification cards and badges shall be returned to the U.S. Government and/or host nation government, as applicable.

### **8.3.6 Letter of Authorization (LOA)**

The government will provide LOA in lieu of travel orders for official travel supporting this contract. LOA's will identify location authorizations, privileges, etc as specified by SSC-Atlantic or DoD requirements. All defense contractors working

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under this contract shall carry LOA's with them at all times while deployed.

Contractors will be assigned equivalent GS grades for the purpose of determining what level of government-provided support will be provided as specified in reference (c). Non-supervisory positions will be equivalent to GS-12 and supervisory/management positions will be equivalent to GS-13.

Synchronized Predeployment & Operational Tracker: In the event it is necessary for contractor personnel to travel in performance of this contract/order, and should it be necessary for the Government to furnish services to such personnel or provide access to Government facilities, the contractor shall initiate a Letter of Authorization (LOA) for each prospective traveler. The contractor shall use the Synchronized Predeployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When on official travel and when it is in the Government's interest, the contractor may also initiate an LOA request when it desires to take advantage of travel discount rates in accordance with Government contracts and/or agreements. It is noted that all privileges, services, and travel rate discount access is subject to availability and vendor acceptance.

### **8.3.7 Contractor Deployment Documentation**

The contractor shall provide contractor information/documentation to the government as required by the Foreign Clearance Guide (FCG), DoD and SSC-Atlantic requirements to process LOA and appropriate notifications. Current requirements include:

- Passport and one additional valid U.S. ID (birth certificate, Social Security Card, U.S. Drivers License)
- Visit Request w/ Security Clearance Information
- DD Form 1172-2 (CAC application)
- Emergency contact information such as next-of-kin
- Other documents as required

### **8.3.8 Personnel Movements**

The Prime Contractor shall maintain a current listing of contractor personnel and shall provide an updated list to the COR weekly or upon request.

The contractor shall notify the government 24 hours prior to all personnel movements. Reportable personnel movements include: initial deployments, TDY travel, vacations, emergency leave, and end of tour.

## **8.4 BERTHING AND TRANSPORTATION**

### **8.4.1 Housing**

#### 8.4.1.1 Non-Hostile Area Housing

The contractor shall provide quarters on the local economy, unless otherwise directed by the base commander. Temporary duty housing will depend on the force protection conditions and shall be at the discretion of the government.

#### 8.4.1.2 Hostile Area Housing

In hostile areas, the government shall provide on-base berthing. The contractor shall expect field accommodations. Should the area be deemed safe enough to live off base by the local U.S. military security authorities, and at the direction of the Base Commander, the contractor shall be prepared to support assigned personnel on the economy, with local country sponsorship as required.

### **8.4.2 Transportation**

The contractor shall provide all vehicles required to perform all services as outlined in the PWS unless otherwise provided by US Government. Ground transportation or convoys are not authorized for travel between bases in areas of hostile activity without written authorization from the COR.

## **8.5 MEDICAL AND DENTAL**

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### **8.5.1 Primary Care**

In accordance with the guidance of Reference (a) primary medical or dental care is not authorized and will not be provided to contractors performing under this contract. Primary care includes:

- Inpatient and outpatient services
- Non-emergency evacuation
- Pharmaceutical support
- Dental services

### **8.5.2 Emergency and Resuscitative Care**

The government shall provide emergency and resuscitative care as defined in Reference (a) to contingency contractors. This includes medical care when life, limb, or eyesight is jeopardized and for emergency medical and dental care. Examples include: life-dependent drugs, broken bones, lacerations, broken teeth or bridgework, lost crowns or fillings. All costs associated with the treatment and transportation of contingency contractors are reimbursable to the government and shall be the responsibility of the contractor, their employer, or health insurance provider.

### **8.5.3 Medical Examinations**

The contractor shall provide medically and psychologically fit personnel for deployment. The contractor shall have all personnel medically and psychologically screened in accordance with Reference (a) and provide evidence of completion to the COR along with the Deployment Process Certification. Personnel who are deemed not medically or physically qualified shall not be authorized to deploy.

### **8.5.4 Glasses and Contacts**

If vision correction is required, contingency contractors shall be required to have two replacement pairs of glasses. The government is not responsible for any irreversible eye damage cause by debris, chemical or other hazards present and the lack of ophthalmologic care caused by wearing contact lenses.

### **8.5.5 Medications**

Contingency contractors shall deploy with a minimum of 180-day supply of any required medications, obtained at their own expense. The government is not required to provide or replace medications required for routine treatment of chronic medical conditions such as: high blood pressure, heart conditions, and arthritis.

### **8.5.6 Immunizations**

The geographic Combatant Commander, upon recommendation of the appropriate medical authority, provides guidance and a list of required immunizations for those deploying into the theater of operation. Contingency contractors shall be appropriately immunized before deployment. The government shall provide military specific immunizations/vaccinations (e.g., anthrax, smallpox). The contractor shall receive all other immunizations (e.g., yellow fever, tetanus, typhoid, flu, hepatitis A & B, meningococcal, and tuberculin (TB) skin testing) prior to arrival at the deployment center. The government shall provide theater specific medical supplies and medications, such as anti-malarials. Contingency contractors shall carry a copy of their "International Certificate of Vaccination (i.e., shot record) during deployment processing and in-processing.

### **8.5.7 Human Immunodeficiency Virus (HIV) Testing**

Contractors shall provide HIV testing within 1 year prior to deployment and provide certification as required by a status of forces agreement (SOFA), Host Nation (HN), or Military requirements. Currently, testing is required for deployment to the USCENTCOM AOR.

## **8.6 BASE SUPPORT**

At the deployed base, contingency contractor personnel shall be eligible for base support equivalent to DoD civilian personnel, including force protection, and force protection services (such as Anthrax/Smallpox inoculations and issuance of chemical warfare defense equipment, helmets, and body armor).

### **8.6.1 Meals**

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In non-hostile areas, meals are not provided by the government. If contractors dine on-base, the contractor shall pay all appropriate charges and/or deduct applicable per-diem allowances. In hostile areas, contractors shall dine on-base and pay all appropriate charges where the government has instituted such procedures.

### **8.6.2 Government Furnished Support/Services**

Unless otherwise specified, contingency contractors shall receive the same support as DoD civilians. Support includes:

- Commissary and exchange privileges
- Check cashing
- Post Office (APO)
- Morale, welfare and recreation
- Religious support

### **8.7 LAWS AND REGULATIONS**

Contractors providing support under this contract are subject to U.S. laws and regulations and may be subject to Federal law as specified in Ref (a). Contractors shall comply with all applicable Host Nation (HN) and Third Country National (TCN) laws (i.e., traffic, shipping, employment, registration, sponsorship, environmental, broadcast certification, etc). The government shall not be liable for contractor's non-compliance to TCN and HN laws.

### **8.8 WEAPONS**

Contractor employees are prohibited from possessing weapons, firearms, or ammunition, while deployed or performing work under this contract. Physical security (force protection) shall be provided by the U.S. Military.

### **8.9 CLOTHING**

Contractors are responsible for providing their own personal clothing, including casual and working clothing. Contractors are not authorized to wear military or military look-alike uniforms unless authorized in writing by the geographic Combatant Commander and the COR for operations reasons (i.e., maintaining camouflage integrity). If authorized, care shall be taken to ensure contingency contractors are distinguishable from military personnel in accordance with Reference (a).

### **8.10 COMMUNICATIONS**

All contingency contractors are required to wear or carry a cell phone or pager. Contingency contractors shall assume the responsibility, when required to be on call, to remain in the area of coverage.

### **8.11 TEST MEASUREMENT AND DIAGNOSTIC EQUIPMENT (TMDE)**

The contractor shall be utilizing Government Furnished Test Measurement and Diagnostic Equipment (TMDE) under this contract. The contractor shall perform unit level maintenance on TMDE in accordance with applicable technical manuals and ensure it is properly calibrated. This equipment must stay on-base unless written authorization is provided by the government.

### **8.12 TECHNICAL SUPPORT**

The contractor shall act as a consultant on features related to the system/ equipment capabilities, and when requested shall: review drawings and provide comments concerning communication requirements, attend design and review meetings, and shall provide additional continuity throughout the contract period. The contractor shall be provided access to all technical manuals and required technical material and procedures on-site. During the conduct of these duties, the contractor shall execute a Non-Disclosure Agreement prior to reviewing proprietary bids or other material from another contractor.

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### 8.13 TRAINING

The contractor shall provide indoctrination, site-specific, or other training for personnel. The contractor shall provide training for existing and new equipment at a depth and level sufficient for technicians and maintenance personnel to operate, maintain, and repair the equipment as specified by the government.

### 8.14 PROGRAM MANAGEMENT

The contractor shall be responsible for the efficient management of this contract. Procedures shall be effectively implemented to ensure that the government's high standards of performance are met, including full responsiveness to contractual requirements and timely delivery of professional quality products. Personnel assigned must have the required security clearances and shall possess the technical and managerial experience levels specified in the solicitation and shall have demonstrated successful execution and administration of programs with equal or greater complexity and size.

Management activities shall include preparation and maintenance of work breakdown structures, preparation of inputs to subsequent statements of work, development and maintenance of requirements of the statement of work, scheduling, and preparation of monthly progress and financial reports.

If subcontractors are proposed, evidence of management experience must be shown. Significant corporate experience in subcontract management is required. The contractor shall supply and maintain cost and technical reporting systems that reflect subcontractor and prime contractor progress against the delivery requirements.

## 9.0 DESCRIPTION OF TASKS

### 9.1 I/O Cable Plant General

The contractor shall provide inside/outside cable plant support. The contractor shall support installation, testing, removal, and maintenance of aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable. The contractor shall also provide support to facilitate installation and maintenance of various types of cables to include:

- Install and work in manholes and conduit ducting systems
- Install, pull, and test fiber optic, copper, and coaxial cabling
- Terminate, splice, test, maintain, and repair fiber optic (including fusion splicing), copper, and coaxial cabling
- Install interior fiber, copper, and coaxial cabling
- Install fiber optic modems, multiplex equipment, patch panels, main and intermediate distribution frames, lightning protection, and supporting ground and power connections
- Install cabinets, cable ladder and rack systems, and equipment components in cabinet
- Operate heavy equipment to include: cable reel trucks, trenchers, backhoes, chisellers, bobcat, 20k all-terrain forklift
- Provide access to buried communication cable and digging/chiseling trenches

The contractor shall install separate red and black interior signal cable distribution systems, exterior and interior coaxial cable systems, and supporting equipment to interface tactical and commercial cabling systems.

All support personnel shall execute a non-disclosure agreement with the Government. All products and installations shall be IAW Building Industry Consulting Service International (BICSI) standards.

#### 9.1.1 Outages

The contractor shall be on call 24/7 via cell phone or pager. Once notified of an outage by the COR, local communications squadron commander, or his designated representative, the technician must acknowledge the outage and respond according to local policies within 15 min. Maximum response time is 30 minutes for personnel billeted on base and 1.5 hour for personnel billeted off base.

#### 9.1.2 Continuity Book and Installation Records

The contractor shall create and update a continuity book to include location of soft copy information, examples of PSA and project packages, and local POC information.

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### 9.1.3 Equipment and Materials

The contractor shall provide test equipment, equipment, and materials to support cable infrastructure engineering and installation.

### 9.1.4 Preventive Maintenance

The contractor shall perform preventive maintenance on all equipment operated to prevent degradation of services. If equipment is government furnished, the government shall provide remedial and corrective maintenance to insure all equipment is in proper and full operating condition as described by the equipment manufacturer. All equipment, regardless of whether or not it is providing service at any time will be maintained as if it were providing service without any degradation of service.

### 9.1.5 Heavy Equipment Leasing

The contractor shall provide heavy equipment leasing as required such as backhoes, cable reel trucks, trenchers, chisellers, bobcats, and all terrain forklifts.

## **9.2 I/O Cable Plant Equipment & Software**

The contractor shall procure, operate, and maintain equipment and software required to support I/O cable plant infrastructure. Equipment and software supported includes:

- Cable Analyzer / Fluke DTX1800 with Fiber Optic Modules
- Optical Time Domain Reflectometer / GN Nettest CMA4000
- Multi-meter / PSM-6 (or equiv.)
- Fiber Optic Splicing Machine – Fujikura 305 or Sumitomo Type 37
- Cable Reel Trucks and trailers
- Backhoes, chippers, and trenchers
- Software - Micro Station, Auto CAD, Microsoft Project

## **9.3 I/O Cable Plant Engineering**

The contractor shall provide I/O cable plant engineering support. All products produced by the engineer shall become GFI. Engineering support shall include:

- Perform and document site surveys to support fiber optic, copper, and coaxial infrastructure requirements
- Create PSAs to include specification for allied support, other minor construction, or facility upgrades and tools and test equipment requirements
- Prepare working engineering project packages for installation teams with installation instructions, sketches, and LOMs
- Complete technical solution for the telecommunications and IT upgrades/installations
- Analyze technical requirements to support projected mission, technology, infrastructure changes, and recommend capabilities for the new and existing facilities
- Engineer the technical solution to meet the USAFCENT & USARCENT approved requirements
- Specification of tools and test equipment requirements
- Supervise, manage, and direct I/O supervisor and CAD technician on engineering projects
- Brief commanders on plans and/or status of projects
- Create and update a continuity book to include location of soft copy information, examples of PSA and project packages, and local POC information

The contractor shall develop and execute cutover plans to integrate newly installed infrastructure. The cutover plans shall provide, as nearly as possible and practical, a seamless cutover of services from the old to the new infrastructure and systems. The contractor shall support the coordination of the cutover plan with the appropriate customers on and off post and with service and theater communications and IT agencies.

## **9.4 Computer-Aided Design (CAD)**

The contractor shall provide computer-aided design (CAD) drawing capability for the creation and update of C4 telecommunications, IT infrastructure, and systems drawings. The drawings shall reflect engineered solutions be of sufficient detail to serve as installation drawings. Once the installations are completed, the Contractor shall convert the mark-up drawings to final, as-built drawings. These drawings shall become a part of the facility records.

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All drawings shall be completed in Micro Station or AutoCAD to comply with Building Industry Consulting Service International (BICSI), USAF or US Army standards unless otherwise specified.

### **9.5 Communications Systems Installation Records (CSIR)**

The contractor shall act as a CSIR manager. The contractor shall ensure all fiber optic, copper, and coaxial infrastructure is marked IAW Building Industry Consulting Service International (BICSI) standards. The contractor shall perform documented Quarterly inspections of at least 10% of the overall base outside infrastructure. Inspections shall include manholes, Information Transfer Nodes (ITNs), and building demarcations. Any observed discrepancies shall be corrected on the spot or shall initiate a work order. All inspections shall be documented and kept in a continuity book.

### **9.6 Logistics Management**

The contractor shall provide logistics management and inventory control of Government Furnished materials used to support projects the contractor is engineering and installing. The contractor shall submit requests, track, ship, and receive equipment and materials for assigned projects, tasks, etc. The contractor shall utilize the DOD transportation system if applicable.

### **9.7 Site Management**

The contractor shall provide site leads to manage the contractor deployed workforce and provide a single interface point for deployed military forces. Site manager duties include:

- Contract focal point for the execution of support to the base assigned, and provides leadership and direction.
- Single point of contact for contract information and status
- Provide administrative support to the contractor personnel assigned
- Assist in the administrative support, and compliance with contract policies, reporting criteria, and compliance with travel and visa requirements
- Interface with local host nation sponsor for housing, transportation, communication, and all other support issues
- Attend staff meetings as required
- Distribute information and tasks
- Support military policies and provide policy guidance for contractor personnel
- Provide the government with a monthly activity report that includes: personnel status, key accomplishments, and future travel

### **9.8 Engineering & Installation Communications Planning Management (AFCENT AOR)**

The contractor shall provide E&I Communication Planning support to coordinate cabling projects for all AFCENT E&I teams deployed in the AOR. The contractor is expected to travel in the AOR to respond to all issues arising from the requirements to aggressively implement in-country installations and to oversee and coordinate the administrative and logistics. E&I Planning support include:

- Plans and coordinates all AFCENT directed cabling projects throughout the AOR
- Coordinates contract EI team workload issues
- Collects status reports from teams and consolidate for A67 review
- Provides workload status to A67 for weekly briefings
- Recommends changes to workload and perform workload activities
- Provides direct to contract teams on workload activities
- Ensures contract teams have necessary tools, equipment and resources to accomplish mission
- Ensures all admin support for contracted EI teams are met
- Travel throughout AFCENT AOR in support of cabling projects

### **10.0 Personnel Qualifications**

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. The Contractor shall:

- Notify the Contracting Officer of all personnel to be used on the contract prior to any performance under the contract of

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the personnel he/she can expect to see on the ensuing invoices. The Contractor shall secure the Contracting Officer's or the COR approval on the list of personnel before any charges are accrued against the contract,

- Promptly notify the Contracting Officer of any anticipated change or reassignment of personnel assigned to perform work under the contract.
- Ensure that persons assigned to render services under the contract have applicable qualifications. If the Contractor fails to secure the Government's approval and submits charges in an invoice, these same charges will be at no cost to the Government.
- Exercise his/her own judgment and expertise to ensure the successful completion of Government specifications of work.
- Obtain Contracting Officer's required consent and authorization in accordance with "Subcontract" provisions of this contract prior to subcontracting any portion of the effort.
- Ensure that proper clearances and travel letters, e.g., letters of authorization and/or area clearance requests, are sent by the Government before undertaking any travel to support tasks required under this contract.

## RESUMES

The Contractor shall submit all resumes to the COR for approval for all personnel supporting this contract prior to charging on this contract, and before change and deployment. Program Manager and I/O Communications Planner are considered key personnel and shall meet or exceed the labor category requirements specified in the personnel qualifications identified in clause 5252.237-9401 "Personnel Qualifications (Minimum) (JAN 1992)." If the Contractor does not receive a Government response five (5) working days after submitting the resume, the Contractor may assume approval of that candidate and assign the employee to the designated position and location as indicated in the resume.

### **10.1 I/O Cable Plant Engineer**

#### Education:

Must have a Bachelor of Science degree in electrical/electronics engineering, mechanical engineering, computer/software engineering, computer science, math, physics or related scientific discipline from ABET.

#### General Experience:

Must have a minimum of five (5) years of experience in support of installations, repair, troubleshooting or maintenance of communications electronic systems or equipment. Must have the technical to exercise independent judgment in performing tasks in support of communications systems or equipment.

#### Specialized Experience:

Must have a minimum of five (5) years experience working with the following:

- Development of engineering plans to include specifications for allied support, minor construction, facility upgrade requirements, telecommunications and IT upgrades, specification of tools and test equipment requirements, and engineering and program documents.
- Supervision, management, and direction of I/O cable supervisor and CAD technician on installation projects
- Preparation of working engineering project packages for installation teams to include installation instructions, sketches, LOMs, and engineering and program documentation (PSAs)
- Development and execution of cutover plans for upgrades/installations of telecommunications and IT infrastructure

### **10.2 I/O Cable Plant CAD Technician**

#### Education:

Must have an Associate's degree in Engineering or Engineering Technology or related scientific discipline, OR Completion of formal resident trade school or apprentice program in drafting, OR A high school diploma, GED equivalent, or equivalent.

#### General Experience:

Must have a minimum of four (4) years experience as a drafter.

#### Specialized Experience:

Must have a minimum of four (4) years experience working with the following:

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- Preparing Level 3 engineering drawings, circuit schematics, and illustrations using AUTOCAD for electronics systems or equipment
- Preparing detailed Computer-Aided Design (CAD) drawings of telecommunications, IT infrastructure, systems to reflect engineering solutions, and to facilitate installation of the telecommunications and IT infrastructure
- Preparing final as-built drawings to become a part of the facility records in AutoCAD to USAF or US Army standards.
- Performing visual inspections and conducting precise measurements to verify engineering drawings for electronic systems or equipment

### **10.3 I/O Cable Plant Technician III (Supervisor)**

#### Education:

Must have an Associate's degree in Engineering or Engineering Technology OR Completion of formal resident trade school or apprentice program in electronics. OR Completion of at least three (3) U.S. Military schools in electronic communications equipment or systems and Grade E-7 or equivalent.

#### General Experience:

Inside Cable Plant – Must have a minimum of five (5) years experience of inside plant operation and maintenance experience, installation, testing, and repair of telecommunications equipment and systems within the last 10 years.

Outside Cable Plant– Must have a minimum of five (5) years experience in telecommunications installation, maintenance, repair, and testing of multiple conductors, aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable.

#### Specialized Experience:

Must have a minimum of ten (10) years experience working with and supervising the following:

- Installation of ducts and conduits, pulling cables, and terminating, testing, splicing, and repairing copper, coaxial, and fiber optic cabling
- Installation of outside and interior copper and fiber cabling, fiber optic modems, fiber multiplex equipment, fiber patch panels, analog and digital copper patch panels, main and intermediate distribution frames, lightning protection, and supporting ground and power connections.
- Installation of cabinets, cable ladder and rack systems, and equipment components in the cabinets
- Operating trenching ,cable real trucks and excavating equipment

### **10.4 I/O Communications Planner (Technician III)**

#### Education:

Must have an Associate's degree in Engineering or Engineering Technology OR Completion of formal resident trade school or apprentice program in electronics. OR Completion of at least three (3) U.S. Military schools in electronic communications equipment or systems and Grade E-7 or equivalent.

Additional: Must have excellent written and oral communication skills and be fluent in reading, writing and speaking English.

#### General Experience:

Inside Cable Plant – Must have a minimum of five (5) years experience of inside plant operation and maintenance experience, installation, testing, and repair of telecommunications equipment and systems within the last 10 years.

Outside Cable Plant– Must have a minimum of five (5) years experience in telecommunications installation, maintenance, repair, and testing of multiple conductors, aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable.

#### Specialized Experience:

Must have a minimum of ten (10) years experience working with and supervising the following:

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- Installation of ducts and conduits, pulling cables, and terminating, testing, splicing, and repairing copper, coaxial, and fiber optic cabling
- Installation of outside and interior copper and fiber cabling, fiber optic modems, fiber multiplex equipment, fiber patch panels, analog and digital copper patch panels, main and intermediate distribution frames, lightning protection, and supporting ground and power connections.
- Installation of cabinets, cable ladder and rack systems, and equipment components in the cabinets
- Operating trenching ,cable reel trucks and excavating equipment

### **10.5 I/O Cable Plant Technician II**

#### Education:

Must have an Associate’s degree in Engineering or Engineering Technology OR Completion of formal resident trade school or apprentice program in electronics. OR Completion of at least three (3) U.S. Military schools in electronic communications equipment or systems and Grade E-6 or equivalent.

#### General Experience:

Inside Cable Plant – Must have a minimum of three (3) years experience of inside plant operation and maintenance experience, installation, testing, and repair of telecommunications equipment and systems within the last 10 years.

Outside Cable Plant– Must have a minimum of three (3) years experience in telecommunications installation, maintenance, repair, and testing of multiple conductors, aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable.

#### Specialized Experience:

Must have a minimum of three (3) years experience working with the following:

- Installation of ducts and conduits, pulling cables, and terminating, testing, splicing, and repairing copper, coaxial, and fiber optic cabling
- Installation of outside and interior copper and fiber cabling, fiber optic modems, fiber multiplex equipment, fiber patch panels, analog and digital copper patch panels, main and intermediate distribution frames, lightning protection, and supporting ground and power connections.
- Installation of cabinets, cable ladder and rack systems, and equipment components in the cabinets
- Operating trenching, cable reel trucks and excavating equipment

### **10.6 I/O Cable Plant Logistician**

#### Education:

Must have an Associate’s degree in Engineering or Engineering Technology OR Completion of formal resident trade school or apprentice program in electronics OR Completion of at least three (3) U.S. Military schools in electronic communications equipment, DOD Integrated Logistics Support (ILS) training, or systems and Grade E-6 or equivalent.

#### General Experience:

Inside Cable Plant – Must have a minimum of three (3) years experience of inside plant operation and maintenance experience, installation, testing, and repair of telecommunications equipment and systems within the last 10 years.

Outside Cable Plant– Must have a minimum of three (3) years experience in telecommunications installation, maintenance, repair, and testing of multiple conductors, aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable.

#### Specialized Experience:

Must have a minimum of three (3) years experience working with the following:

- Installation of ducts and conduits, pulling cables, and terminating, testing, splicing, and repairing copper, coaxial, and fiber optic cabling

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- Installation of outside and interior copper and fiber cabling, fiber optic modems, fiber multiplex equipment, fiber patch panels, analog and digital copper patch panels, main and intermediate distribution frames, lightning protection, and supporting ground and power connections.
- Installation of cabinets, cable ladder and rack systems, and equipment components in the cabinets
- Experience/Familiarity with logistic management, inventory control and the DOD transportation system

### **10.7 CONUS Program Manager**

#### Education:

The Program Manager must meet one of the following educational requirements:

- Masters of Science or Arts in Business Administration from an accredited university.
- Bachelor of Science degree in engineering, computer science, math, physics or related scientific discipline from an accredited university.

#### General Experience:

Minimum of ten (10) years experience in supervising personnel, managing multiple technical programs including budgetary responsibility, planning and estimating work loading requirements, communicating and interfacing with government customers.

#### Specialized Experience:

Minimum of five (5) years of specialized technical experience in the operation, maintenance, engineering, or program management support of Military Communication Systems.

Deviations to Experience and Education qualification criteria will be considered by COR on a case-by-case basis.

### **11.0 GOVERNMENT FURNISHED INFORMATION**

#### Manuals, Forms, and Publications

The contractor shall be provided access to all technical manuals and required technical material and procedures on site.

### **12.0 GOVERNMENT FURNISHED MATERIAL**

The government will furnish repair parts, components, and modules recommended by Government Technical Manuals and Technical Orders, and commercial manufacturer's manuals. The contractor shall replenish repair parts through the use of Government supply system.

The government will furnish all required phones, office space etc. on base for the contractor personnel to perform work under this SOW if available.

### **13.0 GOVERNMENT FURNISHED EQUIPMENT**

All Equipment purchased for the government as a part of this Task/Delivery Order will remain government property.

#### Test Measurement and Diagnostic Equipment (TMDE)

All required TMDE will be GFE. The Government will calibrate Government-owned TMDE. The contractor shall deliver TMDE to the USAF Base Unit Calibration Coordinator (UCC). The contractor shall prepare the calibration paperwork required by the UCC. TMDE may not be removed from Government premises without written authorization from the COR.

#### Personal Safety Equipment

The government will provide chemical protective garments. The government shall provide occupational safety equipment consisting of hard hats, eye protection goggles, back supports and steel toed safety shoes.

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#### 14.0 CONTRACTOR FURNISHED MATERIAL

The contractor will provide as required by the Technical Direction Letter (TDL).

#### 15.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor is responsible for maintaining all material necessary to complete the services under this task order. All material not absorbed into the task will be returned to the COR by DD 1149.

#### 16.0 TRAVEL REQUIREMENTS

Contractor personnel shall be issued official travel letters, and U.S. government identification cards. The contractor is authorized privileges available at U.S. military and DOD facilities, in accordance with the Joint Travel Regulations (JTR). Travel requirements for this SOW are contained in the Contractor's Cost Proposal.

#### 17.0 DELIVERABLES

CDRL	TITLE	DUE DATE
A0001	Management Control Report as Required	75% of Ceiling
A0002	Contractor's Progress, Status, and Management Report	Monthly
A0003	Personnel Movement	Weekly
A0004	Contractor CPARS Draft Approval Document (CDAD) Report	Monthly

##### General

Contractor program management personnel will provide the government reports indicating the status of the facility operations by location on a system basis. Reporting shall include the Monthly Status Report, Action Items, and all planned maintenance activities. Reporting shall be in accordance with USAF and the basic contract.

##### Monthly operations and status reports

The contractor shall submit a delivery order status report and monthly operations and status reports IAW the basic contract. Monthly reports shall be provided electronically to the SSC-Atlantic COR and the AFCENT Program Manager (609acoms.scm.contrpts@shaw.af.mil). The contractor shall submit all such other reports as are required by the basic contract.

##### Personnel Movement Notifications

The contractor shall notify the COR twenty-four (24) hours prior to all personnel movements whenever feasible. If not feasible, the contractor shall notify the COR within eight (8) hours of actual movement. Personnel movements include but not limited to initial deployments, TDY travel, vacations, emergency leave, and end of tour.

##### Point of contacts list

The contractor shall include a point of contacts list for all contractor personnel assigned to this delivery order in the monthly status report. This shall include on and off-duty contact information, duty hours, and any other applicable information.

##### Inventory of government furnished equipment and parts

The contractor shall submit an inventory report of all government provided equipment and material within fourteen (14) days of arrival on-site. Initial, quarterly, and tracking reports shall be provided electronically to the SSC-Atlantic COR and the AFCENT Program Manager (609acoms.scm.contrpts@shaw.af.mil). This report shall be verified by the Local Communications Squadron Commander or his designated representative.

##### Technical Reports and CAD Drawings

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The Contractor shall submit technical reports and CAD drawings electronically to the base Communication Squadron Commander, SSC-Atlantic COR, and the AFCENT Program Manager (609acom.scm.contrpts@shaw.af.mil).

Burn Rate

The contractor shall upload and update monthly Delivery Order invoice in the USAFCENT/A6 Contract Management Website.

**18.0 SERVICE DELIVERY SUMMARY**

PERFORMANCE OBJECTIVE	SOW TASK	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE
Provide inside/outside cable plant support	9.1	<ul style="list-style-type: none"> <li>· Meet USAFCENT approve requirement</li> <li>· In accordance with BICSI standards</li> </ul>	Monthly
Provide I/O cable plant engineering support	9.3	<ul style="list-style-type: none"> <li>· Meet USAFCENT approve requirement</li> <li>· In accordance with BICSI standards</li> </ul>	Monthly
Provide CAD drawing capability and contingency of I/O infrastructure	9.4	<ul style="list-style-type: none"> <li>· Drawings shall be completed in AutoCAD or USAF or US Army standards unless otherwise specified</li> </ul>	Monthly
Provide Communications Systems Installation Records (CSIR) management support	9.5	<ul style="list-style-type: none"> <li>· Ensure all fiber optic, copper, and coaxial infrastructure is marked IAW BICSI.</li> <li>· Follow CSIR procedure according to Air/Army TO</li> </ul>	Quarterly inspections of at least 10% of the overall base outside infrastructure
Provide Site Management	9.7	<ul style="list-style-type: none"> <li>· Manage the contractor deployed workforce and provide a single interface point for deployed military forces</li> <li>· Submitted all reports and deliverables</li> </ul>	Monthly

**THE FOLLOWING HIGHLIGHTED IS HEREBY DELETED AND REPLACED ACCORDINGLY:**

**The following CENTCOM – Joint Theater Support Contracting Command (C-JTSCC) special requirements are hereby incorporated for performance requirements in Iraq or Afghanistan:**

**252.225–7039 – CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)**

**(a) Definitions.**

**“Full cooperation”—**

**(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;**

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(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require—

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Private security functions” means the following activities engaged in by a contractor:

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

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

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

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

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, 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

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(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

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

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

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

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

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

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the 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; and

(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.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

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

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

**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

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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.

**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.

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**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, policies 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)*;

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(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.

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**(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.

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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

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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

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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  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; 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 fixator 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 go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

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

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(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable 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).

#### **952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

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

#### **952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (JUL 2010)**

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(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

#### **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

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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

Billeting       Fuel Authorized       MWR

CAAF\*       Govt Furnished Meals       Resuscitative Care

Controlled Access Card (CAC)       Military Banking       Transportation

Badge       Military Clothing       All

Commissary       Military Exchange       None

Dependents Authorized       Embassy Air\*\*\*       Embassy Clinic Iraq\*\*\*

Embassy Housing, Meals\*\*\*\*       Embassy Clinic – Afghanistan\*\*\*\*

Embassy Air\*\*\*\*

Third-Country National (TCN) Employees

N/A       DFACs       Mil Issue Equip

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       None

Dependents Authorized       Embassy Air\*\*\*       Embassy Clinic

Local National (LN) Employees

N/A       DFACs       Mil Issue Equip

Authorized Weapon       Excess Baggage       MILAIR

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Billeting                                       Fuel Authorized                                       MWR  
 CAAF\*     Govt Furnished Meals                                       Resuscitative Care  
 Controlled Access Card (CAC)                       Military Banking                                       Transportation  
 Badge     Military Clothing                                       All  
 Commissary     Military Exchange                                       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 (DEC2011)**

(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](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)**

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(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

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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.

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

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

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(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

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no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

The following C-JTSCC special requirements are hereby replaced with the following requirements in Afghanistan:

5152.222-5900 – 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.

(End of Clause)

**5152.223-5900 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)**

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:**

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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

(End of Clause)

**5152.225-5900 – 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, policies 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

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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.

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(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 USCENCOM 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.

(End of Clause)

#### 5152.225-5901– 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

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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.

(End of Clause)

**5152.225-5902 – FITNESS FOR DUTY AND MEDICAL / DENTAL CARE LIMITATIONS (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  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; 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

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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 11 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> (change fiscal year as applicable).

(End of Clause)

#### **5152.225-5903 – 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.

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

(End of Clause)

**5152.225-5904 – MONTHLY CONTRACTOR CENSUS REPORTING (DEC 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

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

(End of Clause)

**5152.225-5905 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011)**

**REQUIRED DELIVERY DATE:** \_\_\_\_\_

**CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

**POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**FINAL DELIVERY DESTINATION:** \_\_\_\_\_

**POINT-OF-CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**REQUIRING ACTIVITY:** \_\_\_\_\_

(End of Clause)

**5152.225-5906 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2011)**

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

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(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

**5152.225-5907 – 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.

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(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.

(End of Clause)

**5152.225-5908 – 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. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

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\* CAAF means Contractors Authorized to Accompany Forces.

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

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.

(End of Clause)

#### **5152-225-5910 – 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](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>

(End of Clause)

#### **5152-225-5914 – COMMODITY SHIPPING INSTRUCTIONS (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: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(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.

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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.

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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.

(End of Clause)

#### 5152-225-5915 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (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 individual’s 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.

(End of Clause)

#### 5152.232-5900 – PAYMENT IN LOCAL CURRENCY (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

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(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.

(End of Clause)

**5152.236-5900 – 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
- (5) United States' National Electrical Safety Code (NESC).

(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](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>

(End of Clause)

**5152.247-5900 - INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (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:

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

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(HMMWVS).

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.

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

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

(End of Clause)

### **FAR / DFAR Clauses Required**

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

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

#### **52.225-26 – CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013)**

(a) Definitions.

“Private security functions” means activities engaged in by a Contractor, as follows:

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

(2) Any other activity for which personnel are required to carry weapons in the performance of their duties in accordance with the terms of this contract.

(b) Applicability. If this contract is performed both in a designated area and in an area that is not designated, the clause only applies to performance in the designated area.

(1) For DoD contracts, designated areas are areas of—

(i) Contingency operations outside the United States;

(ii) Combat operations, as designated by the Secretary of Defense; or

(iii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.

(2) For non-DoD contracts, designated areas are areas of--

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(i) Combat operations, as designated by the Secretary of Defense; or

(ii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.

(c) 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 32 CFR part 159, and 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;

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

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

(iv) Reporting incidents in which—

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

(B) Personnel performing private security functions 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 the Contractor and all employees of the Contractor who are responsible for 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 32 CFR part 159, Private Security Contractors (PSCs) Operating in Contingency Operations, Combat Operations, or Other Significant Military Operations;

(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 or relevant Chief of Mission 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 or relevant Chief of Mission for Personnel performing private security functions; and

(3) Cooperate with any government-authorized investigation of incidents reported pursuant to paragraph (c)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions under this contract by providing--

(i) Access to employees performing private security functions; and

(ii) Relevant information in the possession of the Contractor regarding the incident concerned.

(d) 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 or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of

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this clause or 32 CFR part 159. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract.

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

(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.

(e) 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 or subcontractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that will be performed in areas of—

(1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or

(2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

(End of clause)

**252.225-7039 – CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2013)**

(a) Definitions.

“Full cooperation”—

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require—

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Private security functions” means the following activities engaged in by a contractor:

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

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

(b) Requirements. The Contractor is required to—

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

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, 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, 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 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 private security functions who believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distractants, tear gas, riot hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

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

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

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

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

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

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the 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; and

(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.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

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

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items, that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

**252.225-7040 – CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION 2013-O0015)(JUN 2013)**

(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.

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“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) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.
- (ii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer will 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

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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 the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; 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).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) 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 contingency operations); or

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

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

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

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>

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

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(7) 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](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees accompanying the U.S. Armed Forces are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(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—

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(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 use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the 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.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules.

(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—

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- (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 for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). 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

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- (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.

(End of Clause)

**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

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provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

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

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

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

(End of Clause)

**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.

(End of Clause)

**252.225-7995 – CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2013-O0015) (JUN 2013)**

(a) 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. When authorized in accordance with paragraph (h) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

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

(b) 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.

(c) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

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- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) 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.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel 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.

(e) Registration of Contractor personnel.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

- (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 below the simplified acquisition threshold;
  - (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

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(3) 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.

(4) 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 at more than the simplified acquisition threshold, but performing less than 30 days in the AOR (e.g. day laborers).

(f) 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.

(g) 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 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.

(h) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the USCENTCOM Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2).. The USCENTCOM 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 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.

(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;

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- (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.
- (i) 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.
- (j) Evacuation. 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.
- (k) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—
- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.
- (l) 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 and DoDI 3020.41 (enclosure 2, paragraph 4.h.).
- (m) 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.
- (n) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (n), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of Clause)

**252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUG 2013)**

- (a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).
- (b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the

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expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

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(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the 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 United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

**252.229-7999 – TAXES – FOREIGN CONTRACTS IN AFGHANISTAN. (DEVIATION 2013-O0016) (JULY 2013)**

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an

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individual's liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of Clause)

**252.232-7003 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

(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 Work Flow (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.

(4) "Receiving report" means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(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 WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

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

(1) 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;

(2) 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);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(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.

(End of clause)

**252-232-7999 – NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEVIATION 2013-O0011) (APR 2013)**

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(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143, this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The Contractor will receive payment in local currency via Electronic Funds Transfer (EFT) to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghans) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. dollars.

(b) The Contractor shall submit their offer/proposal in U.S. dollars. If the contract/purchase order is awarded to an Afghan vendor, the offer/proposal will be converted to Afghani using a Government budget rate of [Insert current budget rate here] Afghani per U.S. dollar.

(c) 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 in Afghani (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—
  - (i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and
  - (ii) The local office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of provision)

**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.

(End of Clause)

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## **SECTION D PACKAGING AND MARKING**

SHIP TO INFORMATION:

See Section G - Contracting Officer's Representative

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract

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## **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 Contracting Officer's Representative or his duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4101	4/26/2011 - 6/6/2012
4201	6/7/2012 - 7/6/2014
6101	4/26/2011 - 6/6/2012
6201	6/7/2012 - 7/6/2014

### CLIN - DELIVERIES OR PERFORMANCE

Base year CLINs:

4101 - From date of Task Order through 12 months thereafter.  
6101 - From date of Task Order through 12 months thereafter.

Option Year CLINs:

4201 - From date of Option exercise through 12 months thereafter.  
6201 - From date of Option exercise through 12 months thereafter.

### CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at Government and Contractor facilities in accordance with the Section C.

### 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

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## SECTION G CONTRACT ADMINISTRATION DATA

### CONTRACTING OFFICER'S REPRESENTATIVE

Anthony Robinson, 55380  
 PO Box 190022  
 North Charleston, SC 29419-9022  
[anthony.b.robinson@navy.mil](mailto:anthony.b.robinson@navy.mil)  
 843-218-3532

### ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Robert Meddick, 88000  
 PO Box 190022  
 North Charleston, SC 29419-9022  
[robert.meddick@navy.mil](mailto:robert.meddick@navy.mil)  
 843-218-5115

### G-314 TYPE OF CONTRACT (DEC 1999)

This is a performance-based, indefinite-delivery, indefinite-quantity, 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:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A (DCMA Manassas)
DCAA Auditor	Code HAA721 (DCAA Reston Branch Office)
Service Approver	Code S2404A (DCMA Manassas)
Pay by	Code HQ0338 (DFAS Columbus - South Entitlements)

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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 Contracting Officer's Representative 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.

Accounting Data

SLINID	PR Number	Amount
410101	1300203242	1000000.00
LLA :		
AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900		
8 PSR: C73028 DSR: 200604		
Standard Number: F3UT641040GC01/AH		
610101	1300203242	904452.00
LLA :		
AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900		
8 PSR: C73028 DSR: 200604		
Standard Number: F3UT641040GC01/AH		
BASE Funding 1904452.00		
Cumulative Funding 1904452.00		
MOD 01 Funding 0.00		
Cumulative Funding 1904452.00		
MOD 02 Funding 0.00		
Cumulative Funding 1904452.00		
MOD 03		
410102	1300220738	180398.80
LLA :		
AB 5713400 301 7826 W6X920 010000 44000 28550F 667100 ESP:ZA		
Standard Number: F3UT641040GC01A2		
NWA #10000047531000K		
410103	1300220738	1735249.44
LLA :		
AC 5713400 301 7826 W6X620 010000 44000 28550F 667100 ESP:7C		
Standard Number: F3UT641040GC01A2		
NWA #1000004759310030		
410104	1300220738	1837664.09
LLA :		
AD 5713400 301 7826 W6X420 010000 44000 28550F 667100 ESP:7C		
Standard Number: F3UT641040GC01A2		
NWA #1000004759310010		
410105	1300220738	2027166.16
LLA :		
AE 5713400 301 7826 W6X020 010000 44000 28550F 667100 ESP:7C		
Standard Number: F3UT641040GC01A2		
NWA #1000004759310020		
610102	1300220738	119601.20
LLA :		

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AB 5713400 301 7826 W6X920 010000 44000 28550F 667100 ESP:ZA  
Standard Number: F3UT641040GC01A2  
NWA #100000475931000K

610103 1300220738 817848.44  
LLA :  
AC 5713400 301 7826 W6X620 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310030

610104 1300220738 561748.20  
LLA :  
AD 5713400 301 7826 W6X420 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310010

610105 1300220738 817276.27  
LLA :  
AE 5713400 301 7826 W6X020 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310020

MOD 03 Funding 8096952.60  
Cumulative Funding 10001404.60

MOD 04

410106 1300220740 1164371.25  
LLA :  
AF 5713400 301 7826 W6X720 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310040

410107 1300220740 635042.41  
LLA :  
AG 5713400 301 7826 W6X320 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310050

410108 1300220740 1700999.72  
LLA :  
AH 5713400 301 7826 W6XK22 010000 44000 28550F 667100 ESP:7C ALD: AI  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310070

610106 1300220740 2258582.69  
LLA :  
AF 5713400 301 7826 W6X720 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310040

610107 1300220740 360378.19  
LLA :  
AG 5713400 301 7826 W6X320 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310050

610108 1300220740 819498.70  
LLA :  
AH 5713400 301 7826 W6XK22 010000 44000 28550F 667100 ESP:7C ALD: AI  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310070

MOD 04 Funding 6938872.96  
Cumulative Funding 16940277.56

MOD 05

410109 1300223631 5429.82  
LLA :

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AJ 5713400 301 7826 W6X020 0 10000 44000 28550F 667100 ESP:7C FB4866  
Standard Number: F3UT641040GC01A3  
ACRN AJ: LABOR FOR THE PWS  
PR: 1300223631  
DOC: F3UT641040GC01A3  
NWA: 1000004759310080

610109 1300223631 984570.18

LLA :  
AJ 5713400 301 7826 W6X020 0 10000 44000 28550F 667100 ESP:7C FB4866  
Standard Number: F3UT641040GC01A3  
ACRN AJ: ODC IN SUPPORT OF E&I SHELTER BUILD SUPPORT  
PR: 1300223631  
DOC: F3UT641040GC01A3  
NWA: 1000004759310080

MOD 05 Funding 990000.00  
Cumulative Funding 17930277.56

MOD 06 Funding 0.00  
Cumulative Funding 17930277.56

MOD 07 Funding 0.00  
Cumulative Funding 17930277.56

MOD 08

420101 1300272375 242414.39

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0060

420102 1300272375 943528.72

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0030

420103 1300272375 970264.70

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0070

420104 1300272375 636341.32

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0020

420105 1300272375 887931.21

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0010

420106 1300272375 265659.13

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0050

420107 1300272375 486914.10

LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0040

420108 1300272375 201228.07

LLA :

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AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 000K

620101 1300272375 151101.12

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0060

620102 1300272375 506088.52

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0030

620103 1300272375 506410.52

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0070

620104 1300272375 344796.29

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0020

620105 1300272375 257008.19

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0010

620106 1300272375 108412.00

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0050

620107 1300272375 356147.13

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0040

620108 1300272375 235754.59

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 000K

MOD 08 Funding 7100000.00  
Cumulative Funding 25030277.56

MOD 09

420109 1300289076 1130691.62

LLA :

AL 2122020 0000 8A 2084 P135197 .0000 2516 83 2QY1 MIPR2A2QY10006 S09076  
Standard Number: MIPR2A2QY10006  
NWA #100000679046 0080

620109 1300289076 124852.72

LLA :

AL 2122020 0000 8A 2084 P135197 .0000 2516 83 2QY1 MIPR2A2QY10006 S09076  
Standard Number: MIPR2A2QY10006  
NWA #100000679046 0080

MOD 09 Funding 1255544.34

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Cumulative Funding 26285821.90

MOD 10 Funding 0.00

Cumulative Funding 26285821.90

MOD 11

420110 1300293952 887931.21

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0010

420111 1300293952 265659.13

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0050

420112 1300293952 486914.10

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0040

420113 1300293952 201228.07

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 000K

420114 1300293952 242414.39

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA# 100000678192 0060

420115 1300293952 943528.72

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0030

420116 1300293952 970264.70

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0070

420117 1300293952 636341.32

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0020

620110 1300293952 257008.19

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0010

620111 1300293952 108412.00

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0050

620112 1300293952 356147.13

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C

Standard Number: F3UT642124GC01

NWA #100000678192 0040

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620113 1300293952 235754.59  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 000K

620114 1300293952 151101.12  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0060

620115 1300293952 506088.52  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0030

620116 1300293952 506410.52  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0070

620117 1300293952 344796.29  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0020

MOD 11 Funding 7100000.00  
 Cumulative Funding 33385821.90

MOD 12 Funding 0.00  
 Cumulative Funding 33385821.90

MOD 13

420118 1300316401 1706.93  
 LLA :  
 AM 5733400 303 7826 W6XD20 010000 44200 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT612290GC01  
 NWA #100000786785 000K

620118 1300316401 256571.34  
 LLA :  
 AM 5733400 303 7826 W6XD20 010000 44200 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT612290GC01  
 NWA #100000786785 000K

620119 1300316401 259975.13  
 LLA :  
 AN 5733400 303 7826 W6X720 010000 44200 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT612290GC01  
 NWA #100000786785 0020

MOD 13 Funding 518253.40  
 Cumulative Funding 33904075.30

MOD 14

420104 1300272375 (340000.00)  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0020

420110 1300293952 (55000.00)  
 LLA :

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AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0010

420111 1300293952 475000.00  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0050

420112 1300293952 (60000.00)  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0040

420113 1300293952 125000.00  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 000K

420114 1300293952 (75000.00)  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA# 100000678192 0060

420115 1300293952 (60000.00)  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0030

420116 1300293952 25000.00  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0070

420117 1300293952 (636341.32)  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0020

620104 1300272375 (90000.00)  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0020

620110 1300293952 310000.00  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0010

620111 1300293952 559796.29  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0050

620112 1300293952 76341.32  
LLA :  
AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0040

620113 1300293952 (50000.00)  
LLA :

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AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 000K

620114 1300293952 25000.00

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0060

620115 1300293952 75000.00

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0030

620116 1300293952 40000.00

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0070

620117 1300293952 (344796.29)

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0020

MOD 14 Funding 0.00  
Cumulative Funding 33904075.30

MOD 15

420119 1300333298 39867.25

LLA :

AM 5733400 303 7826 W6XD20 010000 44200 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT612290GC01  
NWA #100000786785 0020

MOD 15 Funding 39867.25  
Cumulative Funding 33943942.55

MOD 16

420120 1300346224 673131.45

LLA :

AP 5733400 303 7826 W6X320 0 10000 44200 28550F 667100 ESP:7C ALD:AA F67100  
Standard Number: F3UT613065GC01  
ACRN AP: PWS FOR BAGRAM TDL 22  
NWA #: 100000824661 000K

620120 1300346224 6144.88

LLA :

AP 5733400 303 7826 W6X320 0 10000 44200 28550F 667100 ESP:7C ALD:AA F67100  
Standard Number: F3UT613065GC01  
ACRN AP: ODC FOR BAGRAM TDL 22  
NWA #: 100000824661 000K

MOD 16 Funding 679276.33  
Cumulative Funding 34623218.88

MOD 17

420121 1300356841 555302.60

LLA :

AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
Standard Number: F3UT643143GC01  
ACRN AQ: LABOR FOR TDL-13 SHINDAND  
NWA: 100000773888-0070

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420122 1300356841 887098.74

LLA :

AR 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AR: LABOR FOR TDL-15 BAGRAM

NWA: 100000773888-0010

420123 1300356841 357554.91

LLA :

AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AS: LABOR FOR TDL-16 MANAS

NWA: 100000773888-0050

420124 1300356841 431903.42

LLA :

AT 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AT: LABOR FOR TDL-17 AL DHARFA

NWA: 100000773888-0040

420125 1300356841 547090.69

LLA :

AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AU: LABOR FOR TDL-18 K-PMO

NWA: 100000773888-000K

420126 1300356841 917230.97

LLA :

AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AV: LABOR FOR TDL-12 KANDAHAR

NWA: 100000773888-000K

620121 1300356841 383382.21

LLA :

AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AQ: ODCS FOR TDL-13 SHINDAND

NWA: 100000773888-0070

620122 1300356841 389886.83

LLA :

AR 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AR: ODCS FOR TDL-15 BAGRAM

NWA: 100000773888-0010

620123 1300356841 293007.35

LLA :

AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AS: ODCS FOR TDL-16 MANAS

NWA: 100000773888-0050

620124 1300356841 265338.82

LLA :

AT 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AT: ODCS FOR TDL-17 AL DHARFA

NWA: 100000773888-0040

620125 1300356841 168710.35

LLA :

AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100

Standard Number: F3UT643143GC01

ACRN AU: ODCS FOR TDL-18 K-PMO

NWA: 100000773888-000K

620126 1300356841 554474.76

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LLA :  
AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
Standard Number: F3UT643143GC01  
ACRN AV: ODCS FOR TDL-12 KANDAHAR  
NWA: 100000773888-000K

MOD 17 Funding 5750981.65  
Cumulative Funding 40374200.53

MOD 18

420120 1300346224 (666986.57)

LLA :  
AP 5733400 303 7826 W6X320 0 10000 44200 28550F 667100 ESP:7C ALD:AA F67100  
Standard Number: F3UT613065GC01  
ACRN AP: PWS FOR BAGRAM TDL 22  
NWA #: 100000824661 000K

620120 1300346224 666986.57

LLA :  
AP 5733400 303 7826 W6X320 0 10000 44200 28550F 667100 ESP:7C ALD:AA F67100  
Standard Number: F3UT613065GC01  
ACRN AP: ODC FOR BAGRAM TDL 22  
NWA #: 100000824661 000K

MOD 18 Funding 0.00  
Cumulative Funding 40374200.53

MOD 19

420119 1300333298 (39867.25)

LLA :  
AM 5733400 303 7826 W6XD20 010000 44200 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT612290GC01  
NWA #100000786785 0020

620118 1300316401 39867.25

LLA :  
AM 5733400 303 7826 W6XD20 010000 44200 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT612290GC01  
NWA #100000786785 000K

MOD 19 Funding 0.00  
Cumulative Funding 40374200.53

MOD 20

410102 1300220738 (92046.04)

LLA :  
AB 5713400 301 7826 W6X920 010000 44000 28550F 667100 ESP:ZA  
Standard Number: F3UT641040GC01A2  
NWA #10000047531000K

410103 1300220738 (376392.83)

LLA :  
AC 5713400 301 7826 W6X620 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310030

410104 1300220738 (568929.44)

LLA :  
AD 5713400 301 7826 W6X420 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2  
NWA #1000004759310010

410105 1300220738 (875220.64)

LLA :  
AE 5713400 301 7826 W6X020 010000 44000 28550F 667100 ESP:7C  
Standard Number: F3UT641040GC01A2

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NWA #1000004759310020

410106 1300220740 (460214.65)  
 LLA :  
 AF 5713400 301 7826 W6X720 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310040

410107 1300220740 (265865.41)  
 LLA :  
 AG 5713400 301 7826 W6X320 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310050

410108 1300220740 (493628.65)  
 LLA :  
 AH 5713400 301 7826 W6XK22 010000 44000 28550F 667100 ESP:7C ALD: AI  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310070

410109 1300223631 (5429.82)  
 LLA :  
 AJ 5713400 301 7826 W6X020 0 10000 44000 28550F 667100 ESP:7C FB4866  
 Standard Number: F3UT641040GC01A3  
 ACRN AJ: LABOR FOR THE PWS  
 PR: 1300223631  
 DOC: F3UT641040GC01A3  
 NWA: 1000004759310080

610101 1300203242 (492488.82)  
 LLA :  
 AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900  
 8 PSR: C73028 DSR: 200604  
 Standard Number: F3UT641040GC01/AH

610102 1300220738 (74559.57)  
 LLA :  
 AB 5713400 301 7826 W6X920 010000 44000 28550F 667100 ESP:ZA  
 Standard Number: F3UT641040GC01A2  
 NWA #100000475931000K

610104 1300220738 (255002.94)  
 LLA :  
 AD 5713400 301 7826 W6X420 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310010

610105 1300220738 (176130.21)  
 LLA :  
 AE 5713400 301 7826 W6X020 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310020

610106 1300220740 (612943.89)  
 LLA :  
 AF 5713400 301 7826 W6X720 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310040

610107 1300220740 (147973.87)  
 LLA :  
 AG 5713400 301 7826 W6X320 010000 44000 28550F 667100 ESP:7C  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310050

610108 1300220740 69076.00  
 LLA :  
 AH 5713400 301 7826 W6XK22 010000 44000 28550F 667100 ESP:7C ALD: AI  
 Standard Number: F3UT641040GC01A2  
 NWA #1000004759310070

610109 1300223631 5429.82

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LLA :

AJ 5713400 301 7826 W6X020 0 10000 44000 28550F 667100 ESP:7C FB4866  
Standard Number: F3UT641040GC01A3  
ACRN AJ: ODC IN SUPPORT OF E&I SHELTER BUILD SUPPORT  
PR: 1300223631  
DOC: F3UT641040GC01A3  
NWA: 1000004759310080

610110 1300343053 492488.82

LLA :

AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900  
8 PSR: C73028 DSR: 200604  
Standard Number: F3UT641040GC01/AH

MOD 20 Funding -4329832.14  
Cumulative Funding 36044368.39

MOD 21

410101 1300203242 (393798.55)

LLA :

AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900  
8 PSR: C73028 DSR: 200604  
Standard Number: F3UT641040GC01/AH

420109 1300289076 (100000.00)

LLA :

AL 2122020 0000 8A 2084 P135197 .0000 2516 83 2QY1 MIPR2A2QY10006 S09076  
Standard Number: MIPR2A2QY10006  
NWA #100000679046 0080

420110 1300293952 (160000.00)

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0010

420112 1300293952 (35730.89)

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0040

420115 1300293952 (101690.16)

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0030

420116 1300293952 (160000.00)

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01  
NWA #100000678192 0070

610101 1300203242 393798.55

LLA :

AA 5713400 301 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C ALD:AH FSR: 01900  
8 PSR: C73028 DSR: 200604  
Standard Number: F3UT641040GC01/AH

620109 1300289076 100000.00

LLA :

AL 2122020 0000 8A 2084 P135197 .0000 2516 83 2QY1 MIPR2A2QY10006 S09076  
Standard Number: MIPR2A2QY10006  
NWA #100000679046 0080

620110 1300293952 89012.05

LLA :

AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
Standard Number: F3UT642124GC01

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NWA #100000678192 0010

620111 1300293952 97596.48  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0050

620112 1300293952 32267.42  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0040

620115 1300293952 58257.90  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0030

620116 1300293952 180287.20  
 LLA :  
 AK 5723400 302 7826 W6X020 010000 44000 28550F 667100 FB4866 ESP:7C  
 Standard Number: F3UT642124GC01  
 NWA #100000678192 0070

MOD 21 Funding 0.00  
 Cumulative Funding 36044368.39

MOD 22

420121 1300356841 (48683.71)  
 LLA :  
 AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AQ: LABOR FOR TDL-13 SHINDAND  
 NWA: 100000773888-0070

420122 1300356841 3962.68  
 LLA :  
 AR 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AR: LABOR FOR TDL-15 BAGRAM  
 NWA: 100000773888-0010

420123 1300356841 (34304.91)  
 LLA :  
 AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AS: LABOR FOR TDL-16 MANAS  
 NWA: 100000773888-0050

420124 1300356841 (61161.42)  
 LLA :  
 AT 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AT: LABOR FOR TDL-17 AL DHARFA  
 NWA: 100000773888-0040

420125 1300356841 (140285.61)  
 LLA :  
 AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AU: LABOR FOR TDL-18 K-PMO  
 NWA: 100000773888-000K

420126 1300356841 (135223.00)  
 LLA :  
 AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AV: LABOR FOR TDL-12 KANDAHAR

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NWA: 100000773888-000K

420127 13003789405 474971.62  
 LLA :  
 AW 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01

620121 1300356841 (94675.92)  
 LLA :  
 AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AQ: ODCS FOR TDL-13 SHINDAND  
 NWA: 100000773888-0070

620122 1300356841 (28498.83)  
 LLA :  
 AR 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AR: ODCS FOR TDL-15 BAGRAM  
 NWA: 100000773888-0010

620123 1300356841 (110600.21)  
 LLA :  
 AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AS: ODCS FOR TDL-16 MANAS  
 NWA: 100000773888-0050

620124 1300356841 (52128.82)  
 LLA :  
 AT 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AT: ODCS FOR TDL-17 AL DHARFA  
 NWA: 100000773888-0040

620125 1300356841 (12330.35)  
 LLA :  
 AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AU: ODCS FOR TDL-18 K-PMO  
 NWA: 100000773888-000K

620126 1300356841 (73767.24)  
 LLA :  
 AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AV: ODCS FOR TDL-12 KANDAHAR  
 NWA: 100000773888-000K

620127 13003789705 297184.72  
 LLA :  
 AW 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01

MOD 22 Funding -15541.00  
 Cumulative Funding 36028827.39

MOD 23

420121 1300356841 (43525.48)  
 LLA :  
 AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AQ: LABOR FOR TDL-13 SHINDAND  
 NWA: 100000773888-0070

420122 1300356841 (28411.14)  
 LLA :  
 AR 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AR: LABOR FOR TDL-15 BAGRAM

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NWA: 100000773888-0010

420123 1300356841 (16354.91)  
 LLA :  
 AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AS: LABOR FOR TDL-16 MANAS  
 NWA: 100000773888-0050

420124 1300356841 6433.52  
 LLA :  
 AT 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AT: LABOR FOR TDL-17 AL DHARFA  
 NWA: 100000773888-0040

420125 1300356841 17636.66  
 LLA :  
 AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AU: LABOR FOR TDL-18 K-PMO  
 NWA: 100000773888-000K

420126 1300356841 (47964.22)  
 LLA :  
 AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AV: LABOR FOR TDL-12 KANDAHAR  
 NWA: 100000773888-000K

420127 13003789405 (32925.30)  
 LLA :  
 AW 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01

420128 1300402293 840107.39  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02

620121 1300356841 (26372.88)  
 LLA :  
 AQ 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AQ: ODCS FOR TDL-13 SHINDAND  
 NWA: 100000773888-0070

620123 1300356841 (5279.49)  
 LLA :  
 AS 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AS: ODCS FOR TDL-16 MANAS  
 NWA: 100000773888-0050

620125 1300356841 (11765.65)  
 LLA :  
 AU 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AU: ODCS FOR TDL-18 K-PMO  
 NWA: 100000773888-000K

620126 1300356841 (75034.70)  
 LLA :  
 AV 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01  
 ACRN AV: ODCS FOR TDL-12 KANDAHAR  
 NWA: 100000773888-000K

620127 13003789705 (83407.26)  
 LLA :  
 AW 5733400 303 7826 W6X020 0 10000 44000 28550F 667100 FB4866 667100  
 Standard Number: F3UT643143GC01

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620128 1300402293 560241.69  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02

MOD 23 Funding 1053378.23  
 Cumulative Funding 37082205.62

MOD 24 Funding 0.00  
 Cumulative Funding 37082205.62

MOD 25

420129 1300418039 291042.47  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02  
 NWA# 100000903327-000K

620129 1300418039 122761.72  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02  
 NWA# 100000903327-000K

MOD 25 Funding 413804.19  
 Cumulative Funding 37496009.81

MOD 26

420130 1300427283 291293.95  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02

620130 1300427283 122874.80  
 LLA :  
 AX 5743400 304 7826 W6X020 0 10000 44000 21131F 667100 FB4866 667100  
 Standard Number: F3UT643280GC02

MOD 26 Funding 414168.75  
 Cumulative Funding 37910178.56

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### 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 Contracting Officer's Representative.

### 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

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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

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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 include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(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.

(vi) "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.

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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-323 CONTRACTOR PICTURE BADGE**

- (a) A contractor picture badge may be issued to contractor personnel by the base activity Security office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the task order authorizes performance at SPAWAR Systems Center Atlantic - Charleston prior to completion of the picture badge request.
- (b) An automobile decal will be issued by the base activity Badge and Pass Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWAR Systems Center Atlantic - Charleston Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **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

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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.

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(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

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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 Contracting Officer's Representative (COR) 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)

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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.

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)  
52.228-3, Workers' Compensation Insurance (Defense Base Act)(Apr 84)

### CLAUSES INCORPORATED BY FULL TEXT:

#### **52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days prior to the expiration of the contract.

#### **52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

#### **52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)**

Quantity Business Enterprises LLC (QBE) is hereby added as an approved subcontractor.

#### **52.232-36 - PAYMENT BY THIRD PARTY (FEB 2010)**

(a) *General.*

(1) Except as provided in paragraph (a)(2) of the is clause the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Government-wide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Government-wide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html> . If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Government-wide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b) (2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Government-wide commercial purchase card is

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no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, which is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

**252.225-7040 – CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)**

*NOTE: This is perhaps the most important clause for contractors performing in Iraq or Afghanistan. All previous versions are superseded. Ensure the current version is used and modify existing contracts whenever this clause is updated.*

(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.

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

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

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

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

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

(c) *Support.*

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

(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—

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- (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.

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(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

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(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

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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

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- (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>;
  - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
  - (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](http://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 (OCTOBER 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.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - DD 1423, Contracts Data Requirement List

Attachment 2 - DD 254, Contract Security Classification Specifications

Attachment 3 - QASP / CDAD