

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
25

3. EFFECTIVE DATE  
30-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00174

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC IHEODTD  
4081 North Jackson Road  
Indian Head MD 20640-5116  
janice.barber@navy.mil 301-744-6673

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

MANTECH SYSTEMS ENGINEERING CORPORATION  
12015 Lee Jackson Highway  
Fairfax VA 22033

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4080-FG01

10B. DATED (SEE ITEM 13)

17-Dec-2009

CAGE CODE  
2U954

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.
- [ ] 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).
- [X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement by Both Parties
- [ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 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)

[REDACTED], Contracts Supervisor

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

Joyce A Oliver, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

[REDACTED]  
(Signature of person authorized to sign)

30-Sep-2016

BY /s/Joyce A Oliver  
(Signature of Contracting Officer)

30-Sep-2016

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 1) de-obligate cancelling year funding as follows:

1. Section G - Accounting Data is revised as follows:

CLIN/SLIN	ACRN	From (\$)	By (\$)	To (\$)
402003	AC	30,890.37	(2,240.95)	28,649.42
402004	AD	199,094.89	(33,677.52)	165,417.37
402006	AE	139,747.35	(255.74)	139,491.61
402008	AF	1,502,817.91	(13,086.02)	1,489,731.89
402010	AH	100,762.63	(2,267.96)	98,494.67
402201	AF	112,500.00	(16.32)	112,483.68
402202	AJ	26,282.00	(1.89)	26,280.11
402207	AN	524,458.01	(39.60)	524,418.41
602004	AE	1,977.65	(50.33)	1,927.32
602005	AD	8,168.32	(2,404.46)	5,763.86
602006	AF	351,438.95	(11,770.35)	339,668.60
602007	AH	19,237.37	(9,288.10)	9,949.27
602201	AF	7,500.00	0.35	7,500.35
602202	AJ	2,103.00	(809.09)	1,293.91

The total amount of funds obligated to the task is hereby decreased from \$27,809,980.72 by \$75,907.98 to \$27,734,072.74.

The total value of the order is hereby increased from \$33,408,526.77 by \$0.00 to \$33,408,526.77.

- All other terms and conditions remain the same.
- Direct any questions to Jamie Brown at 301-744-6623.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

### Contractor's Statement of Release

The parties have considered whether an equitable adjustment in the task order price or other terms and conditions of the task order is warranted by the above change to the task order. The parties agree that no such adjustment is warranted. The contractor waives all right, title, and interest, if any, to further equitable adjustments arising under this modification.

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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
4020	R425	Technology Transition and Strategic Support. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$7,170,568.75
402001	R425	Incremental Funding (Fund Type - TBD)					
402002	R425	Incremental Funding (Fund Type - TBD)					
402003	R425	Incremental Funding (Fund Type - TBD)					
402004	R425	Incremental Funding (Fund Type - TBD)					
402005	R425	Incremental Funding (Fund Type - TBD)					
402006	R425	Incremental Funding (Fund Type - TBD)					
402007	R425	Incremental Funding (Fund Type - TBD)					
402008	R425	Incremental Funding (Fund Type - TBD)					
402009	R425	Incremental Funding (Fund Type - TBD)					
402010	R425	Incremental Funding (Fund Type - TBD)					
4022	R425	Technology Transition and Strategic Support. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$7,233,186.01
402201	R425	Incremental Funding (Fund Type - OTHER)					
402202	R425	Incremental Funding (Fund Type - OTHER)					
402203	R425	Incremental Funding (Fund Type - OTHER)					
402204	R425	Incremental Funding (Fund Type - OTHER)					
402205	R425	Incremental Funding (Fund Type - OTHER)					
402206	R425	Incremental Funding (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
402207	R425	Incremental Funding (Fund Type - OTHER)					
4024	R425	Technology Transition and Strategic Support. (Fund Type - OTHER)	1.0	LO			\$6,246,717.92
402401	R425	Incremental Funding (Fund Type - OTHER)					
402402	R425	Incremental Funding (Fund Type - OTHER)					
402403	R425	Incremental Funding (Fund Type - OTHER)					
4026	R425	Technology Transition and Strategic Support. (Fund Type - OTHER)	1.0	LO			\$11,084,706.26
402601	R425	Incremental Funding (Fund Type - OTHER)					
402602	R425	Incremental Funding (Fund Type - OTHER)					
402603	R425	Incremental Funding (RDT&E)					
4028	R425	Technology Transition and Strategic Support. (Fund Type - TBD)	1.0	LO			\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6020	R425	TOTAL ODC's NOT TO EXCEED \$673,436.91 FOR CLIN 4020. (Fund Type - TBD)	1.0	LO	\$673,436.91
602001	R425	Incremental Funding (Fund Type - TBD)			
602002	R425	Incremental Funding (Fund Type - TBD)			
602003	R425	Incremental Funding (Fund Type - TBD)			
602004	R425	Incremental Funding (Fund Type - TBD)			
602005	R425	Incremental Funding (Fund Type - TBD)			
602006	R425	Incremental Funding (Fund Type - TBD)			
602007	R425	Incremental Funding (Fund Type - TBD)			
6022	R425	TOTAL ODC's NOT TO EXCEED \$320,320 FOR CLIN 4022. (Fund Type - OTHER)	1.0	LO	\$320,320.00
602201	R425	Incremental Funding (Fund Type - OTHER)			
602202	R425	Incremental Funding (Fund Type - OTHER)			
602203	R425	Incremental Funding (Fund Type - OTHER)			
602204	R425	Incremental Funding (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6024	R425	TOTAL ODC'S NOT TO EXCEED \$332,917.08 FOR CLIN 4024. (Fund Type - TBD)	1.0	LO	\$332,917.08
602401	R425	Incremental Funding (Fund Type - TBD)			
602402	R425	Incremental Funding (Fund Type - TBD)			
6026	R425	TOTAL ODC'S NOT TO EXCEED \$346,673.84 FOR CLIN 4026. (Fund Type - TBD)	1.0	LO	\$346,673.84
602601	R425	Incremental Funding (Fund Type - OTHER)			
6028	R425	TOTAL ODC'S NOT TO EXCEED \$360,316 FOR CLIN 4028. (Fund Type - TBD)	1.0	LO	\$0.00
		Option			

### TASK ORDER MANAGER (TOM)

a) The Contracting Officer's Representative for this task order is:

Name: [REDACTED]  
Address: 4072 North Jackson Road Ste 132  
Indian Head, MD 20640-5115  
[REDACTED]  
[REDACTED]

(b) The Alternate COR for this contract is:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE-BASED**

#### **STATEMENT OF WORK**

##### **FOR**

##### **PROFESSIONAL SUPPORT SERVICES**

##### **FOR THE OFFICE OF THE DIRECTOR (DIRO)**

##### **DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)**

### **1.0 GENERAL**

#### **1.1 Introduction**

The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland (IHD/NSWC) has been tasked to provide professional support services for The Defense Advanced Research Projects Agency (DARPA) Office of the Director (DIRO) and his staff which includes the Director, his Deputy; Chief of Staff; Legal Sciences (general counsel); Human Resources; External and Congressional Relations; Operational and Command Liaisons; Special Advisory Groups; Red Team(s); and Special Assistants for International, Technology Transition, Intelligence, Space, Special Projects, and Special Operations Command Liaison.

The Defense Advanced Research Projects Agency (DARPA) is the central high- technology research and development organization for the Department of Defense (DoD) <http://www.darpa.mil/leaving.asp?url=http://www.defenselink.mil>>. DARPA's mission is to maintain the technological superiority of the U.S. military and prevent technological surprise from harming our national security by sponsoring revolutionary through high-payoff research that bridges the gap between fundamental discoveries and their military use. The DARPA Director provides the overall organizational direction and management of DARPA research and technology pursuits where risk and payoff are both very high and success can provide new warfighter paradigms and dramatic game changing advances for traditional military roles and missions.

The DARPA Director provides the direction, focus, and oversight of the many diverse technology research efforts and projects, the DARPA staff and the daily operations. He provides the leadership that spans the breadth of the Department of Defense (DoD) Research interests. The tasks supporting the Director's Office require the Contractor to create plans and implementation strategies for a variety of tasks associated with a premier research organization, and coordinate efforts with DARPA's Technology and Administrative Offices, and external U.S. and foreign government, private, and industrial organizations. DIRO requires scientific, engineering, technical and administrative (SETA) support for the management and execution of the DARPA mission. DIRO requires the services of highly competent technical and analytic support staff to provide business, logistics, administrative, public affairs, communications, media relations, congressional, international, U.S. national security, and a broad breadth of technical multidiscipline demonstrated experience. These individuals must be able to communicate easily and effectively with a wide variety of individuals in both the written and verbal arenas and possess competent information technology skills in Microsoft Office applications. Technical support is sought for proactive scientific and engineering assistance with a focus on identifying new opportunities for DARPA innovative research areas of emphasis in DARPA's charter and strategic plan. In addition, DIRO will require the temporary support of technical/subject matter experts (SME) and consultants, who demonstrate the ability to grasp complex concepts, conduct strategic planning, perform analysis, and manage research and technology applications of considerable scope and complexity.

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## 1.2 Scope

This Statement of Work (SOW) describes efforts in which scientific, analytical, research, engineering, technical, public affairs, communications, congressional and administrative assistance is required by the Director's Office (DIRO) of the Defense Advanced Research Projects Agency (DARPA).

While teaming is not required under this contract, it is highly encouraged to provide the most highly qualified and the best capability in the performance of the task requirements. The contractor(s) supporting this effort must possess a broad range of capabilities and resources. Desired capabilities include highly competent technical and analytical skills, administrative and logistic support, an understanding of the congressional and legislative process, program management skills, an understanding of public affairs and strategic communications, media relations, system and technology trade-off analysis capabilities, an understanding of legal research and patent rights management, an understanding of human resources management, and media/production capabilities. Additionally, to maximize the benefit to the Government, the contractor(s) must be able to interact knowledgeably and easily with appropriate senior-level Government personnel and other contractors.

Contractor(s) will be required to support programs, projects and/or initiatives at various stages of the transition and transformation process. All on site personnel will be required to have a minimum of a Secret security clearance. The requirement for security clearances for off site personnel will be driven by the security requirements of the tasking they are performing. For classified efforts the candidate must possess a current Top Secret Clearance with current SCI eligibility. Contractor personnel that have access to identifiable personal data will be required to sign a Privacy Act Certificate.

DARPA functional areas:

- The Director oversees all the technical aspects of DARPA's technology initiatives as well as the management of the agency. DARPA is currently focused on nine technology thrusts that are dynamic and could change or be added to as quickly as the global environment changes driven by world events at the tactical, strategic, and national level.
- The Deputy Director and Chief of Staff functions as an extension of the Director providing expert advice and support in all aspects of the agency. They provide insight, analysis, and recommendations regarding projects, research, strategies, the DARPA staff, and daily operations and expert support spanning the breadth of the organization's research thrust and mission within the Department of Defense. They assume duties as delegated by the Director and require technical, Subject Matter Experts (SME) and executive administrative support.
- The Legal Sciences Office (LSO) provides legal advice to ensure agency compliance with applicable laws and regulations. Attorneys in the LSO advise the DARPA Director and staff in many areas of the law including acquisition, ethics, intellectual property, international projects, post employment and other areas of responsibility. The LSO group applies their legal research and fact-finding techniques to prepare assigned reports, projects, etc. LSO personnel brief management on study findings and provide recommendations through various medium such as Legal Opinions, briefings, and slide presentations. LSO develops and maintains computer-based training that includes registration for tracking DARPA staff completion of mandatory training modules. LSO is also involved in litigation issues requiring filing of pleadings and responding to document requests. The Special Assistant for Technology Transition (SA/TT) directs the overall DARPA Technology Transition efforts and with the DARPA Operational Liaisons provides plans and implementation strategies to transition DARPA projects and technologies to the Military Services, Industry, and other organizations. Additionally, the SA/TT provides program management of DARPA's Service Chiefs'

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Intern Program (SCIP). The SCIP program brings promising military personnel to DARPA for three months and immerses them in DARPA's research and technology thrusts.

- The External Relations group handles all aspects of public affairs and strategic communications, providing interface, response, and access to information about DARPA for media, the general public, Congress, other DoD and Federal agencies, current and former DARPA staff, and other external and internal audiences. Additionally, the External Affairs personnel review all requests for public release of information including Freedom of Information Act (FOIA) requests. In the execution of the FOIA and related executive orders, the External Affairs group analyzes FOIA requests to determine if the information may be released, which requires the application of statutes, case law, U.S./DoD /DARPA regulations, policies and procedures, regarding public requests for unclassified, classified and export-controlled information. This group interfaces with congressional leaders and their staff, media organizations, individual and private/commercial organizations and other entities seeking a full gamut of information regarding DARPA, its research and accomplishments. They advise the Director & his staff regarding all matters related to public information. This group is also responsible for development and production of content covering a variety of formats including but not limited to electronic, multimedia and print, and delivery of such content to multiple internal and external audiences through various means such as electronic, print and web, including the development of products in a variety of formats including multimedia such as audio and video podcasts.
- The Human Resources Department manages all personnel (civilian and military) functions/ processes for the agency consisting of approximately 220 Federal Government employees. These functions include hiring, billet and manpower allocations, civilian pay and benefits administration, performance evaluation processes, retirement, and all personnel management actions. DARPA personnel are hired using Civil Service career or term appointments under the National Security Personnel System and the Senior Executive Service, uniformed services; DARPA's direct hiring authority for recruitment of eminent experts in science or engineering for research and development; Senior-Level and Scientific/Professional Positions; and both Federal and Non-Federal Intergovernmental Personnel Act Assignments. The Human Resource group works with DARPA's Technical Offices to market and recruit top scientist, engineers and technical experts for Program Manager Positions.
- The Special Assistant for International Support Activities (ISA) advises the DARPA Director concerning international cooperation policy, programs, and activities and acts as the DARPA liaison to DoD Components, other government agencies, foreign governments, foreign embassies in the U.S. and U.S. embassies in foreign countries. Performs as the subject matter expert regarding all Statutes, DoD Directives, OSD policies, and related processes necessary for DARPA to successfully engage in joint projects and activities with non-U.S. Entities. Assists DARPA international negotiation team leaders and conducts negotiations with foreign government entities. Develops and maintains an International Guide Book to assist DARPA employees and support contractor personnel in the development, coordination, execution, and reporting of international agreements and contract and assistance instruments. (Classified)
- The Special Assistant for Space leads the DARPA Virtual Space Office and establishes positive relations with DARPA's space S&T mission partners, customers and external organizations affecting DARPA space S&T. The assistant represents the Director in DoD and Intelligence Community(IC) Executive Unclassified/SAP/SAR Fora. He/she advises the DARPA Director on technology proposals and the impact regarding outside agencies associated with DARPA (e.g., Air Force Space Command (AFSPC), Space and Missile Systems Center (SMC), Headquarters Air Force (HQ/AF), Office of the Under Secretary of Defense Acquisition Technology and Logistics (OUSD/AT&L), Office of the Under Secretary of Defense/Intelligence (OUSD/I), Office of the Under Secretary of Defense, Networks and Information Integration (OASD/NII), National Security Space Office (NSSO), National Reconnaissance Office (NRO), United States Strategic Command (USSTRATCOM), etc)). He conducts independent technical analysis and studies of space related issues and prepares reports for



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the DARPA Director and the senior management of the appropriate mission partners/ customers. The Space office develops and negotiates space related DARPA Director Memoranda of Agreement (MOA) with other Agencies regarding relationships, space projects and technology transition. The office personnel provide centralized space launch expertise and support to the Director and the Technical Offices. The Assistant develops DARPA space related viewpoints for the Interagency regarding DoD and National space policy development, planning and strategies. Included are activities of the SecAF as the DoD Executive Agent for Space(EA/Space) and space related activities of OSD(e.g., POM and Budget issues, Congressionally Directed Reports, executing Presidential Direction, etc). The assistant provides technical expertise and analysis and engages with the elements of the DoD, the Air Force in its role as the primary provider of DoD space capabilities, the Executive Office of the President and the Intelligence community regarding the technical aspects of policy development and programming activities affecting DARPA. (Classified)

- Red Team and Independent Readiness Review efforts provide DARPA with an independent knowledgeable and trusted team of experts who provide expert scientific and technical research/insight, identify challenges and weaknesses, and statically data assessments and assess technology maturity and vulnerabilities. The group conducts ongoing/long-term, counter-point objective analysis of program requirements, and develops plans and approaches. Senior Advisory Group multidiscipline subject matter experts advise and provide recommendations to the Director and senior management. The group analyzes and reports on technical advances; provides assistance in strategic planning; identifies/conducts military needs analysis, analyzes new technical thrusts by industry, university, and Government laboratories; and advises the Director regarding the appropriateness of technology efforts for DARPA research and innovation pursuit. They track office studies and analyses under development to identify new programmatic opportunities; assist in conducting strategic planning based on emerging technical opportunities, emerging military needs, relevant legislation, DoD guidance, DoD science and technology thrusts, and DoD advanced technology demonstration priorities; and recommend a roadmap as well as an assessment of their military utility.
- Special Operations Command (SOCOM) Liaison provides a link between SOCOM requirements and DARPA research facilitating the exchange of technology ideas, breakthroughs and pursuits, and military needs and challenges. The liaison is responsible for monitoring the needs analyses conducted by SOCOM, DoD Services and national agencies. The liaison provides advice regarding technology application to potentially address military needs/shortfalls.
- “Tiger team” is a group of experts who conduct rapid turnaround reviews/audits of program status/well being. These impartial reviews may include: conducting test readiness and technical assessments, verification of performance claims, confirmation of schedule and milestone progress, substantiation of financial standing and contracting practices, evaluation of performer’s ability to achieve current and/or future phase objectives, traveling to performer and government locations, and reporting results. Tiger Team reviews are typically short term highly specialized efforts.
- Special Studies/Programs, Conferences/Symposiums and Events/Challenges have been an integral part of DARPA’s efforts to advance technology, identify potential Program Managers, promote interest in critical fields of science and increase awareness in technological advances. Special studies and other activities address issues to identify maturing relevant technologies, determine the appropriate application and analyze the feasibility of integrating these technologies into advanced military systems or subsystems and accomplish other agency goals. Tracks office studies and analyses under development to identify new programmatic opportunities.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contracted services. At all times, contractor personnel shall

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wear appropriate identification (in accordance with DARPA instructions and policies) identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as a contractor employee. All reports required as deliverables under this contract are the property of the U.S. Government.

## **2.0 REQUIREMENTS**

The contractor shall provide personnel who have the necessary skills and expertise to accomplish their assigned functions and ensure performance is maintained for all tasks. The contractor shall use effective benchmarks measuring actual performance against quantifiable goals to report on their quality of service. The contractor shall provide orientation and continuous training for all new and existing personnel employed in support of this effort to ensure that services provided are efficient and seamless. Training will cover the latest processes, procedures, policies, applications and tools employed at DARPA.

The Contractor shall be familiar with the Microsoft software applications, MS FrontPage 2003, Adobe Photoshop CS, Full Version, Adobe Illustrator CS v. 11, Full Version, Adobe Acrobat 7.0, Standard Version, Adobe Dream Weaver 8.0, TRIM, FOIAXpress, GQL, and MOMENTUM and MONITOR software applications.

It is anticipated that a majority of the contractor personnel will be physically located on-site within the DARPA complex. All on-site personnel will be required to have a minimum of a Secret security clearance. For classified efforts, the candidate must possess a current Top Secret Clearance with current SCI eligibility. For on-site individuals, office space, information technology and furnishings shall be provided by DARPA. All Contractor travel associated with this task shall follow the guidelines established in the Government Joint Travel Regulations. All tasks, products and material must comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) Section 508. The statute requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees and the public in general with disabilities have access to and use of information and data that is comparable to the access and use by individuals without disabilities, unless an undue burden would be imposed on the agency.

## **2.3 CLIN 4020 TECHNOLOGY TRANSITION AND STRATEGIC SUPPORT**

The Defense Advanced Research Project Agency (DARPA) seeks to obtain professional support services to the Director's Office (DIRO) to assist with technology transition and strategic support for current and ongoing DARPA programs. Support shall include providing technology application support, conducting specialized studies, providing strategic analysis, and technical documentation and briefing support. The Contractor shall have reach-back and/or inherent contractual capability to provide for rapid ad-hoc, short-term support and analysis in various areas of expertise such as: financial management, federal contracts, media and/or public affairs, personnel resource management, space, international agreements/interfaces and multi-media briefing , graphics and production support. The contractor must possess broad multidiscipline technical knowledge and be familiar with the technical experts in the scientific and technology fields aligned with DARPA's research interests, science and technology efforts, technology advances/application, and concerns regarding technology threats within the U.S. and abroad. The contractor must be able to portray complex concepts in a clear understandable manner.

### **2.3.1 TECHNOLOGY APPLICATION SUPPORT**

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The Contractor shall provide information to ensure that DARPA Senior staff and Program Managers are aware of DoD operational challenges, capability gaps, current and future concepts of operations. The Contractor shall assist in determining the application of technologies to address operational challenges of military operations to include program planning, development and execution. The contractor technical staff shall interface with government agents; monitor contractor performance; support meetings; track contract deliverables, budgets, and expenditures; and monitor the master schedules.

The Contractor shall facilitate visits by the DARPA Director and staff to specific Service, Combatant Command, and DoD organization personnel for the purpose of sharing information and collaborating on DARPA research and technology advancement to find and implement solutions to the challenges the Services, Combatant Commands or other DoD organizations face. The Contractor shall assist in identifying relevant operational program concepts and potential approaches to research development, integration, and program demonstration.

The Contractor shall provide technical advice and recommendations to the DARPA Director, and DIRO staff, Office Directors and Program Managers (PMs) on emerging military warfare and operational security challenges, as well as potential application of DARPA technology; and facilitate the forging of relationships between the PM, military leaders, operational command and acquisition staffs, and operational subject matter experts to develop and execute technology demonstrations, evaluations, and transitions.

The Contractor shall monitor and analyze emerging technology and provide technical insight summarizing key aspects, challenges, potential application, and/or an assessment of the maturity of a particular technology that spans the interest of DARPA and the DoD. The Contractor shall cross reference DARPA's research thrusts and strategic visions. The Contractor shall compose draft reports and responses to external tasking and participation in DoD wide initiatives, such as small business, woman owned, and disadvantaged business programs. Task(s) may require fact finding efforts to identify the applicable components or capabilities, assess the current and future state of the technology of interest, and result in the compilation of the information into a coherent package. The Contractor shall establish and maintain a network of contacts with major users, stakeholders, the scientific community, partners and customers of DARPA technology.

The Contractor shall conduct research and coordinate information gathering for primary research and related subprojects, including literature survey and warfare concept. Research can range in complexity from simple market surveys to detailed analysis of technologies. The Contractor must be knowledgeable of current military warfare contingency plans, science and technology efforts, and key future international technology opportunities and threats. The Contractor shall analyze information obtained to determine if it may be released outside the DoD and/or DARPA based on their expert knowledge of the DoD and DARPA policies and procedures, regarding public requests for classified/unclassified and export-controlled information. The Contractor shall make recommendations and advise DARPA staff regarding further use or release of such information.

The Contractor shall assist in evaluating transition potential and commercial applications for relevant DARPA programs, which requires a familiarity with both the transition and business plans for military application and eventual commercialization of DARPA strategy. The Contractor shall prepare detailed analytical reports that recommend strategies and courses of action for new research topics, program strategies/approaches, technology development/application and transition to DARPA Senior Staff, program managers, the Services, other Departments of DoD, other government

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organizations, industry and academic performers.

### **2.3.2 SPECIALIZED STUDIES AND ADVISORY GROUPS**

The Contractor shall provide technical, analytical and strategic planning consulting services to support the Director and the DARPA staff. The Contractor shall provide consultants who are Subject Matter Experts (SME) to support the DARPA Director by participating in studies and advisory groups on an as-needed basis. The Contractor must document in the proposal response the ability to recruit the services of expert consultants within ten (10) working days of being notified by DARPA of the need for SME with specific area(s) of expertise. The Consultant shall assess, plan, provide recommendations and integrate projects designated by DIRO. The Consultant shall gather pertinent research and other diverse information and consolidate data into concise and accurate reports

The Contractor-provided SMEs shall perform in-depth expert scientific and technical research, monitor emerging technology, and provide technical analysis of the current state of technology for assigned topics, tasks and special projects. Tasks may include research of emerging technology providing technical insight, identifying technical challenges, summarizing key aspects, potential application, and/or an assessment of the maturity of a particular technology. Research spans the interests of DARPA and the Department of Defense. The SME shall provide recommendations and assessments of DARPA projects. The report and/or presentation material shall capture and illustrate complex concepts to educate/inform senior decision makers within DARPA, other Government organizations and industry in a clear and concise manner.

The Contractor shall draft responses to ad hoc technical tasking(s) in current and new DARPA program areas. The Contractor shall be responsible for identifying and assembling expert team(s) to analyze technical issues, make program recommendations and prepare briefing material, articles and report as assigned for use in scientific journals, news reports and/or open remarks at technical meetings sponsored by scientific professional organizations.

### **2.3.3 STRATEGIC SUPPORT**

The Contractor shall perform analyses and reviews of internal DARPA management processes including resources, program review, organizational structure, long term strategies and database management. The Contractor shall support and participate in the DARPA Information Resources Configuration Control Board providing technical recommendations regarding DARPA computer equipment configurations, SPAM and virus control management, and new software applications.

The Contractor shall assist with DARPA's day-to-day operations and provide updates in the management of DARPA's projects for high-payoff, innovative research and development. The Contractor shall provide technical advice on proposed joint international efforts and information exchange. The Contractor may conduct fact finding and/or organize workshops to review technical progress for on-going projects. The Contractor shall attend joint workshops and technical program reviews with other agencies.

The Contractor shall assist in identifying possible PM candidates by soliciting recommendations from the research community, DARPA Alumni, Performers, Engineering/Science Deans at Universities, technical organizations and other resources. The Contractor may assist DARPA personnel by providing advisory assistance regarding ethics, conflicts of interest, post employment, etc.

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The Contractor shall provide technical experts/expertise in organizational structure, recruitment, media management, large organizational physical moves, and construction build out, who will advise, guide, recommend approaches, organization of activities, and in general look out for the best interest of DARPA in their area of expertise.

#### **2.3.4 TECHNICAL DOCUMENTATION AND BRIEFING SUPPORT**

The Contractor shall prepare briefings, multimedia presentations, documents and/or articles based on approved formats for use in scientific journals, articles, interviews or in open technical meetings. The Contractor shall attend meetings, conferences and briefings, as requested, and summarize the meeting's content and debrief the principal lead, if required.

The Contractor shall assist DARPA in reviewing documents for adherence to DoD and DARPA policy as part of security review and approval for public release and make recommendations regarding appropriateness for public release. The Contractor shall receive, review, and process incoming requests for approval for public release cases through the appropriate channels. The Contractor is also required to be knowledgeable of DARPA's Distribution Statement A Request (DISTAR) application for use in processing such cases. The Contractor shall monitor progress and maintain appropriate records.

The Contractor shall also establish a library of the Director's briefings and slide presentation material. The library shall also include the Technical Office's program and strategic thrust briefing slides with talking points. Slides and presentation material shall clearly designate the public release criteria. All slides and presentation material shall be organized in electronic files to be readily identified and easily retrievable.

The Contractor shall maintain and update the DARPA history timeline documenting significant events, accomplishments and successes. The Contractor shall publish a quarterly alumni newsletter, maintaining the DARPA Alumni database information and promote information exchange with current and former DARPA staff through a variety of means including websites, SharePoint and other medium.

The Contractor shall collect data/decisional information on DARPA projects from DARPA's technical offices and use this information to populate an established database to provide monthly status reports of the DARPA projects and innovative research programs/initiatives.

The Contractor shall maintain an automated system to account for resources (materials and equipment) to support the organization's operational management and provide various reports as needed.

The Contractor shall provide technical expertise in managing the content of a variety of conferences, workshops, and general meetings on behalf the Director and the DIRO staff. These meetings/conferences can range from simple to varying degrees of complexity. The Contractor shall draft/propose the agenda and schedule based on DIRO's direction. The Contractor shall coordinate with other staff and the technical offices, as applicable, obtain required meeting rooms; assist speakers and VIP guests; and coordinate the audio visual equipment and conference purpose as approved by DARPA. The Contractor shall be responsible for conducting site visits and other special events. This task includes the registration implementation/oversight, coordination with vendors, other contractors, and both government and non-government participants. The Contractor shall create the appropriate presentations, graphics, signage, and other tasks that ensure the success of the

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event, such as all-hands meetings, recognition and award ceremonies, technology demonstrations and various technical meetings.

The Contractor shall manage all aspects of foreign travel for the Director and his staff. In performance of this tasking, the contractor shall be knowledgeable and proficient in the use of the Defense Travel System (DTS). With general guidance, the Contractor shall develop the agenda and schedule, coordinate with the US Embassy, and organize all meetings. Additionally, the Contractor shall identify the official protocols/procedures for the destination country; acquire the appropriate official gifts, coordinate of all IT/communication equipment necessary for the trip. Duties include preparation of read-ahead materials, meeting documentation, resolution of issues that may arise during the trip, and upon return distribute action items, thank you notes, vouchers, and trip report.

The Contractor shall plan, organize, and implement the technical aspects of DIRO Off-Site, Senior Management, Alumni, and Executive meetings. The primary focus of these meetings is bringing together DARPA senior staff to discuss issues affecting the agency, to develop strategic plans and/or provide an opportunity for senior DARPA staff to learn about operational challenges facing the Department of Defense (DoD). DIRO Executive meetings/Offsite(s) are held approximately semi-annually at locations across the U.S.

The Contractor shall assist in meeting preparation by providing pre-meeting packages consisting of a technical description of the topics/issues; an executive summary and talking points; subject matter material as appropriate; list of attendees with bios, their interest or position on the topic and organizational information; and other pertinent material. The Contractor shall support/manage technical meetings to include administrative and consulting tasks such as daily schedules; meeting logistics; registration; travel arrangements; drafting responses to internal and external inquiries; managing all modes of communication and as appropriate screening appointments.

### **3.0 DELIVERABLES**

#### **3.1 Monthly Status Reports**

The contractor shall submit monthly status reports, due on the 10<sup>th</sup> of each month, to: Indian Head Division/Naval Surface Warfare Center, Attn: Code CD1, 4072 North Jackson Road; Building 1558; Suite 106; Indian Head, MD 20640-5115 and DARPA, Attn: ADPM for DIRO, 3701 North Fairfax Drive, Fairfax, VA 22203-1714.

The monthly status reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported including problem areas encountered, recommendations, if any, for subsequent solution beyond the scope of this task order

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- Trips and significant results
- Plans for activities during the following period.

### **3.2 Quarterly Status Updates**

Quarterly Status Updates on prime and subcontractor activities are due the 15<sup>th</sup> of the month at the end of each quarter. Reports shall be submitted to: Indian Head Division/Naval Surface Warfare Center, Attn: Code CD1, 4072 North Jackson Road; Building 1558; Suite 106; Indian Head, MD 20640-5115 and DARPA, Attn: ADPM for IPTO, 3701 North Fairfax Drive, Fairfax, VA 22203-1714. The quarterly status reports shall include the following elements for the prime and subcontractor(s):

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Labor cost by name and man-hours expended
- Description of task completed or undertaken
- Travel cost by traveler name and location
- Conference cost by event and location.

**3.3** The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as required by the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and quality to meet relevant commercial standards and will include, but not be limited to:

- Technical reports, data compilations, and data surveys, evaluations, and analyses
- Requirements, assessments, and schedules
- Guidelines, schedules, procedures, instructions, corrective actions
- Conference agenda, conference minutes, trip reports, briefings, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning support, and budget documentation and funding plans

### **4.0 GOVERNMENT FURNISHED EQUIPMENT/GOVERNMENT FURNISHED INFORMATION (GFE/GFI)**

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order. Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records. Specific GFE/GFI details will be provided in Technical Instructions issued under this task order.

### **5.0 SECURITY**

All on site personnel will be required to have a minimum of a Secret security clearance. The requirement for security clearances for off site personnel will be driven by the security requirements of the tasking they are performing. For classified efforts the candidate must possess a current Top Secret Clearance with current SCI eligibility. All deliverables associated with this SOW are "unclassified" unless otherwise specified. In addition, all on-site personnel will comply with DARPA security policies and regulations, and stay current on all security-required training.

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## 6.0 TRAVEL

In performance of this task order, the contractor shall be required to travel. CONUS and OCONUS travel shall have advance approval by DARPA technical representative and the Technical Operational Manager (TOM). However, all Letter of Authorizations (LOAs) must be entered into the Synchronized Predeployment & Operational Tracker (SPOT) prior to departure. Travel costs must be in accordance with the Joint Travel Regulations. OCONUS travel will be in accordance with CENTCOM and PACOM procedures. Due to the nature of the support provided to DARPA, all foreign travel taken by staff supporting this task order will be reported in advance. Contractor personnel traveling outside the United States will be required to attend a country clearance briefing.

## 7.0 DISCLAIMER STATEMENT

All reports resulting from this task order shall contain the following disclaimer statement on the cover of such reports:

“The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision unless so designated by other official documentation.”

## 8.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Contractor performance will be assessed on a continuing basis by application of the contractor-provided performance metrics to evaluate work on task objectives, review of deliverables, technical meetings and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review (QPR) will be conducted on an annual basis.

The Government technical monitor will utilize the contractor-provided performance evaluation metrics and other inputs mentioned above in conjunction with the QASP Grading Sheet to determine Contractor overall performance in five (5) general areas: 1) Schedule Performance, 2) Management Performance, 3) Technical Performance, 4) Work Product Quality/Accuracy, and 5) Cost Control. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP for this task order. A brief description of each of the three (3) elements is as follows:

**Performance Objective** – The contract delineation of Deliverables and/or overall objective(s) as described under the Scope.

**Performance Measurement Factor** (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIIV / NSWC), those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

**Performance Rating** and Definitions – An adjectival and/or numerical objective *rating* with definition of the meaning of each Rating level when applied to each performance measurement factor. The technical monitor (Task Order Manager- TOM) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. The tasking



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may specify a minimum acceptable rating, *target* rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for the task order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

A Contractor Performance Assessment Reporting System (CPARS) type evaluation of all work performed (in whole or in part) under a given task order will be conducted on an annual basis after task order award. The CPARS evaluation will be based on the contractor's performance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the task order. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

## **9.0 CONTRACTOR LABOR HOUR REPORTING**

*The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of Defense via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .*

*Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.*

### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

*(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.*

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(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 cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.*

(f) *The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the 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 Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract 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 Contracting Officer, the Government may terminate this contract 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 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*

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*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 this contract.*

*(n) Compliance with this requirement is a material requirement of this contract.*

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## **SECTION D PACKAGING AND MARKING**

See Basic Contract

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## **SECTION E INSPECTION AND ACCEPTANCE**

See Basic Contract

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4020	12/21/2009 - 12/20/2010
4022	12/17/2010 - 12/16/2011
4024	9/12/2011 - 9/11/2012
4026	9/12/2012 - 12/16/2014
6020	12/21/2009 - 12/20/2010
6022	12/17/2010 - 12/16/2011
6024	9/12/2011 - 9/11/2012
6026	9/12/2012 - 12/16/2014

### CLIN - DELIVERIES OR PERFORMANCE

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

4020	12/17/2009 - 9/11/2013(See Mod 17)
6020	12/17/2009 - 9/11/2013(See Mod 17)

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

4022	12/17/2010 - 9/11/2013(See Mod 17)
4024	9/12/2011- 9/11/2013
4026	9/12/2012- 12/16/2014
6022	12/17/2010 - 9/11/2013(See Mod 17)
6024	9/12/2011- 9/11/2013
6026	9/12/2012 - 12/16/2014

The Basic effort to be performed under this contract, shall be completed within a period of (12) months from the base year, with Four (4) one year options to be exercised if deemed in the best interest of the government.

**The task order period of performance shall not exceed the period of performance of the Seaport contract. This task order period of performance cannot extend past 16 Dec 2014.**

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## SECTION G CONTRACT ADMINISTRATION DATA

### ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE"

(FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### **FUNDING PROFILE:**

Total Task Order Ceiling	Amount Funded by this Action	Total Dollar Funded to Date	Balance Not Funded
\$33,408,526.77	-\$239,384.89	\$27,809,980.72	\$5,598,546.05

For informational purposes from page 2 of this modification under General Information; below is a detail breakdown of Technical Instruction (TI) # funding profile.

### TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

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Contract Administrator: Janice Barber-Cook

Phone Number: 301-744-6673

Email: [janice.barber@navy.mil](mailto:janice.barber@navy.mil)

Payments/Invoicing: DFAS Columbus

Phone Number: (800) 756-4571

Contracting Officer's Representative: [REDACTED]

Phone Number: [REDACTED]

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Kay Proctor at (301) 744-6680.

### **IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)**

(a) In accordance with the clause of this contract entitled “Electronic Submission of Payments Requests and Receiving Reports” (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for



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creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

<b>Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders</b>	
	<b>Below Fields Are To Be Completed By The Buyer</b>
<b>Contract Number</b>	
<b>Delivery Order</b>	
<b>CAGE Code/Ext.</b>	
<b>Pay DoDAAC</b>	
<b>Issue date</b>	
<b>IssueBy DoDAAC</b>	
<b>Admin DoDAAC</b>	
<b>DCAA Auditor DoDAAC/Ext.</b>	
<b>Service Approver/Ext.</b>	ADMIN DoDAAC

(e) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notifications” and add the following email address(es):

Technical Representative: [REDACTED]  
Contract Administrator: janice.barber@navy.mil

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or [daniel.twombly@navy.mil](mailto:daniel.twombly@navy.mil) or Chris Ireson at 301-744-6550 or [chris.ireson@navy.mil](mailto:chris.ireson@navy.mil).

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)  
The Government will provide only that property set forth below, notwithstanding any term or condition of this

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contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

### **TECHNICAL INSTRUCTIONS**

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer 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 or 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 description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (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 task order 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 Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

### **Severable Services:**

Under 2410(a) Authority - The Contracting Officer may: (1) enter into a contract, (2) exercise an option, or (3) place an order under a severable services for a period that begins in one fiscal year and ends in the next fiscal year if the period of the contract awarded, option exercised, or order placed does not exceed 1 year.

The following Technical Instructions (TI) are for Severable Services, for which 2410(a) Authority is invoked (these TI's cannot exceed 1 year):

**SLIN 4026-03/TI #5 – Technical support services for DARPA**

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Accounting Data

SLINID	PR Number	Amount
402001	1313893292943	3768000.00
LLA :		
AA 9790400 1320 Z185 P9M30 2523 DPAM 9 7575 62303E S12136		
Standard Number: 10-Z185		
The period of performance is extended through February 18, 2011.		
602001	1313893292943	231000.00
LLA :		
AA 9790400 1320 Z185 P9M30 2523 DPAM 9 7575 62303E S12136		
Standard Number: MIPR# 10-Z185		
The period of performance is extended through February 18, 2011.		
BASE Funding 3999000.00		
Cumulative Funding 3999000.00		
MOD 01 Funding 0.00		
Cumulative Funding 3999000.00		
MOD 02		
402002	13138-0104-7833	40400.00
LLA :		
AB 9790400 1320 Z802 P9X20 2523 DPAM 9 7765 63766E S12136		
Standard Number: 10-Z802 Amendment 00		
The period of performance is extended through February 18, 2011.		
402003	13138-0104-7834	30890.37
LLA :		
AC 9700400 1320 Z803 P0P30 2523 DPAM 0 7671 63767E S12136		
Standard Number: 10-Z803 Amendment 00		
The period of performance is extended through July 31, 2012.		
MOD 02 Funding 71290.37		
Cumulative Funding 4070290.37		
MOD 03		
402004	13138-0137-3035	200321.00
LLA :		
AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136		
Standard Number: 10-Z846 Amendment BASIC		
The period of performance is extended through July 31, 2012.		
602002	13138-0137-3035	10404.00
LLA :		
AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136		
Standard Number: 10-Z846 Amendment BASIC		
The period of performance is extended through July 31, 2012.		
MOD 03 Funding 210725.00		
Cumulative Funding 4281015.37		
MOD 04 Funding 0.00		
Cumulative Funding 4281015.37		
MOD 05		
402005	13138-0193-0549	333515.00
LLA :		
AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136		
Standard Number: 10-Z846 Amendment 01		

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The period of performance is extended through July 31, 2012.

402006 13138-0179-7343 140441.00

LLA :

AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136

Standard Number: 10-B160 Amendment 00

The period of performance is extended through July 31, 2012.

402007 13138-0202-1666 75682.00

LLA :

AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136

Standard Number: 10-Z846 Amendment 02

The period of performance is extended through July 31, 2012.

602003 13138-0193-0549 44485.00

LLA :

AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136

Standard Number: 10-Z846 Amendment 01

The period of performance is extended through July 31, 2012.

602004 13138-0179-7343 1284.00

LLA :

AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136

Standard Number: 10-B160 Amendment 00

The period of performance is extended through July 31, 2012.

602005 13138-0202-1666 7381.00

LLA :

AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136

Standard Number: 10-Z846 Amendment 02

The period of performance is extended through July 31, 2012.

MOD 05 Funding 602788.00

Cumulative Funding 4883803.37

MOD 06

402008 13138-0258-1222 1848310.86

LLA :

AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136

Standard Number: 10-E627 BASIC

The period of performance is extended through July 31, 2012.

402009 13138-0258-1223 985945.43

LLA :

AG 9700400 1320 E627 P0620 2523 DPAM 0 8278 62715E S12136

Standard Number: 10-E627 BASIC

The period of performance is extended through July 31, 2012.

402010 13138-0237-5912 112500.00

LLA :

AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136

Standard Number: 10-E212 BASIC

The period of performance is extended through July 31, 2012.

602006 13138-0258-1222 5946.00

LLA :

AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136

Standard Number: 10-E627 BASIC

The period of performance is extended through July 31, 2012.

602007 13138-0237-5912 7500.00

LLA :

AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136

Standard Number: 10-E212 BASIC

The period of performance is extended through July 31, 2012.

MOD 06 Funding 2960202.29

Cumulative Funding 7844005.66

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MOD 07

402201 13138-0342-4257 112500.00  
 LLA :  
 AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
 Standard Number: 10-E627 BASIC  
 The period of performance is through July 31, 2012.

402202 13138-0342-4285 26282.00  
 LLA :  
 AJ 9700400 1320 Z803 P0G10 2523 DPAM 0 7671 62702E S12136  
 Standard Number: 10-Z803 Amendment 01  
 The period of performance is through July 31, 2012.

602201 13138-0342-4257 7500.00  
 LLA :  
 AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
 Standard Number: 10-E627 BASIC  
 The period of performance is through July 31, 2012.

602202 13138-0342-4285 2103.00  
 LLA :  
 AJ 9700400 1320 Z803 P0G10 2523 DPAM 0 7671 62702E S12136  
 Standard Number: 10-Z803 Amendment 01  
 The period of performance is through July 31, 2012.

MOD 07 Funding 148385.00  
 Cumulative Funding 7992390.66

MOD 08

402203 13138-1047-5119 1796112.00  
 LLA :  
 AK 9710400 1320 E627 P1M30 2523 DPAM 1 7295 62303E S12136  
 Standard Number: 11-E627 BASIC

602203 13138-1047-5119 80000.00  
 LLA :  
 AK 9710400 1320 E627 P1M30 2523 DPAM 1 7295 62303E S12136  
 Standard Number: 11-E627 BASIC

MOD 08 Funding 1876112.00  
 Cumulative Funding 9868502.66

MOD 09

402204 13138-1080-0967 1721453.00  
 LLA :  
 AK 9710400 1320 E627 P1M30 2523 DPAM 1 7295 62303E S12136  
 Standard Number: 11-E627 Amendment 01

402205 13138-1080-0971 2851541.00  
 LLA :  
 AL 9710400 1320 E627 P1720 2523 DPAM 1 7295 62716E S12136  
 Standard Number: 11-E627 Amendment 01

602204 13138-1080-0967 230717.00  
 LLA :  
 AK 9710400 1320 E627 P1M30 2523 DPAM 1 7295 62303E S12136  
 Standard Number: 11-E627 Amendment 01

MOD 09 Funding 4803711.00  
 Cumulative Funding 14672213.66

MOD 10 Funding 0.00  
 Cumulative Funding 14672213.66

MOD 11

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402206 13138-1206-2423 200840.00  
 LLA :  
 AM 9700400 1320 Z803 P0X20 2523 DPAM 0 7671 63766E S12136  
 Standard Number: 11-Z803  
 Supports: TI #01 - Technology transition and strategic support services for DARPA

402207 13138-1208-3047 524458.01  
 LLA :  
 AN 9700400 1320 Z803 P0410 2523 DPAM 0 7671 63760E S12136  
 Standard Number: 11-Z803 Amendment 01  
 Supports: TI #01 - Technology transition and strategic support services for DARPA

MOD 11 Funding 725298.01  
 Cumulative Funding 15397511.67

MOD 12 Funding 0.00  
 Cumulative Funding 15397511.67

MOD 13 Funding 0.00  
 Cumulative Funding 15397511.67

MOD 14

402401 1300258558 1230854.00  
 LLA :  
 AP 9720400 1320 S00 2 P2G 1 0 2523 D PAM 2 8431 62702E S12136  
 Standard Number: 12-S002  
 Support TI #2 - Technical support to DARPA

602401 1300258558 147620.00  
 LLA :  
 AP 9720400 1320 S00 2 P2G 1 0 2523 D PAM 2 8431 62702E S12136  
 Standard Number: 12-S002  
 Support (TI) #2 - Technical support to DARPA

MOD 14 Funding 1378474.00  
 Cumulative Funding 16775985.67

MOD 15

402402 1300269343 1760956.00  
 LLA :  
 AQ 9720400 1320 E62 7 P2M 3 0 2523 D PAM 2 8673 620303E S12136  
 Technical Instruction #3 - Technical Support Services for DARPA

MOD 15 Funding 1760956.00  
 Cumulative Funding 18536941.67

MOD 16 Funding 0.00  
 Cumulative Funding 18536941.67

MOD 17

402403 1300300782 3254907.92  
 LLA :  
 AR 9720400 1320 I53 7 P26 2 0 2523 D PAM 2 9571 62715E S12136  
 Supports TI #3 rev 1 - Technical Support Services for DARPA

602402 1300300782 185297.08  
 LLA :  
 AR 9720400 1320 I53 7 P26 2 0 2523 D PAM 2 9571 62715E S12136  
 Supports TI #3 rev 1 - Technical Support Services for DARPA

MOD 17 Funding 3440205.00  
 Cumulative Funding 21977146.67

MOD 18

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402004 13138-0137-3035 (1226.11)  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment BASIC  
 The period of performance is extended through July 31, 2012.

402005 13138-0193-0549 (5499.51)  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment 01  
 The period of performance is extended through July 31, 2012.

402006 13138-0179-7343 (693.65)  
 LLA :  
 AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136  
 Standard Number: 10-B160 Amendment 00  
 The period of performance is extended through July 31, 2012.

402007 13138-0202-1666 (787.32)  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment 02  
 The period of performance is extended through July 31, 2012.

402008 13138-0258-1222 (345492.95)  
 LLA :  
 AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
 Standard Number: 10-E627 BASIC  
 The period of performance is extended through July 31, 2012.

402010 13138-0237-5912 (11737.37)  
 LLA :  
 AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136  
 Standard Number: 10-E212 BASIC  
 The period of performance is extended through July 31, 2012.

602002 13138-0137-3035 1226.11  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment BASIC  
 The period of performance is extended through July 31, 2012.

602003 13138-0193-0549 5499.51  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment 01  
 The period of performance is extended through July 31, 2012.

602004 13138-0179-7343 693.65  
 LLA :  
 AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136  
 Standard Number: 10-B160 Amendment 00  
 The period of performance is extended through July 31, 2012.

602005 13138-0202-1666 787.32  
 LLA :  
 AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
 Standard Number: 10-Z846 Amendment 02  
 The period of performance is extended through July 31, 2012.

602006 13138-0258-1222 345492.95  
 LLA :  
 AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
 Standard Number: 10-E627 BASIC  
 The period of performance is extended through July 31, 2012.

602007 13138-0237-5912 11737.37  
 LLA :  
 AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136  
 Standard Number: 10-E212 BASIC  
 The period of performance is extended through July 31, 2012.

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MOD 18 Funding 0.00  
Cumulative Funding 21977146.67

MOD 19 Funding 0.00  
Cumulative Funding 21977146.67

MOD 20 Funding 0.00  
Cumulative Funding 21977146.67

MOD 21

402601 1300357597 353947.94

LLA :  
AS 9720400 1320 HBL A7-20 1 2.ELT- 01 .CORE.A -DARPA-251- HR00113274802-000-206 012199  
Standard Number: HR001132748  
Supports TI #4 - Technical support services for DARPA

402602 1300374490 5231360.16

LLA :  
AT 9730400 1320 PDR MM-20 1 3.IT-0 2. CORE.A -DARPA-251-H R001134893 02-000-206 012199  
Standard Number: HR001134893  
Supports TI #4 - Technical support services for DARPA

602601 1300374490 346673.84

LLA :  
AT 9730400 1320 PDR MM-20 1 3.IT-0 2. CORE.A -DARPA-251-H R001134893 02-000-206 012199  
Standard Number: HR001134893  
Supports TI #4 - Technical support services for DARPA

MOD 21 Funding 5931981.94  
Cumulative Funding 27909128.61

MOD 22

402603 130045630100001 140237.00

LLA :  
AU 97 201420150400D 1320 RDR3M-2014.IT-03.CORE.A-DARPA-251-HR0011412289 02-000-2060230  
3E00 012199  
Standard Number: HR0011412289  
Supports TI #5 - Technical support services for DARPA

MOD 22 Funding 140237.00  
Cumulative Funding 28049365.61

MOD 23 Funding 0.00  
Cumulative Funding 28049365.61

MOD 24

402001 1313893292943 (236774.03)

LLA :  
AA 9790400 1320 Z185 P9M30 2523 DPAM 9 7575 62303E S12136  
Standard Number: 10-Z185  
The period of performance is extended through February 18, 2011.

402002 13138-0104-7833 (2610.86)

LLA :  
AB 9790400 1320 Z802 P9X20 2523 DPAM 9 7765 63766E S12136  
Standard Number: 10-Z802 Amendment 00  
The period of performance is extended through February 18, 2011.

MOD 24 Funding -239384.89  
Cumulative Funding 27809980.72

MOD 25

402003 13138-0104-7834 (2240.95)

LLA :



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AC 9700400 1320 Z803 P0P30 2523 DPAM 0 7671 63767E S12136  
Standard Number: 10-Z803 Amendment 00  
The period of performance is extended through July 31, 2012.

402004 13138-0137-3035 (33677.52)

LLA :  
AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
Standard Number: 10-Z846 Amendment BASIC  
The period of performance is extended through July 31, 2012.

402006 13138-0179-7343 (255.74)

LLA :  
AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136  
Standard Number: 10-B160 Amendment 00  
The period of performance is extended through July 31, 2012.

402008 13138-0258-1222 (13086.02)

LLA :  
AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
Standard Number: 10-E627 BASIC  
The period of performance is extended through July 31, 2012.

402010 13138-0237-5912 (2267.96)

LLA :  
AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136  
Standard Number: 10-E212 BASIC  
The period of performance is extended through July 31, 2012.

402201 13138-0342-4257 (16.32)

LLA :  
AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
Standard Number: 10-E627 BASIC  
The period of performance is through July 31, 2012.

402202 13138-0342-4285 (1.89)

LLA :  
AJ 9700400 1320 Z803 P0G10 2523 DPAM 0 7671 62702E S12136  
Standard Number: 10-Z803 Amendment 01  
The period of performance is through July 31, 2012.

402207 13138-1208-3047 (39.60)

LLA :  
AN 9700400 1320 Z803 P0410 2523 DPAM 0 7671 63760E S12136  
Standard Number: 11-Z803 Amendment 01  
Supports: TI #01 - Technology transition and strategic support services for DARPA

602004 13138-0179-7343 (50.33)

LLA :  
AE 9700400 1320 B160 P0M30 2523 DPAM 0 7979 62303E S12136  
Standard Number: 10-B160 Amendment 00  
The period of performance is extended through July 31, 2012.

602005 13138-0202-1666 (2404.46)

LLA :  
AD 9700400 1320 Z846 P0M30 2523 DPAM 0 7876 62303E S12136  
Standard Number: 10-Z846 Amendment 02  
The period of performance is extended through July 31, 2012.

602006 13138-0258-1222 (11770.35)

LLA :  
AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
Standard Number: 10-E627 BASIC  
The period of performance is extended through July 31, 2012.

602007 13138-0237-5912 (9288.10)

LLA :  
AH 9700400 1320 E212 P0M30 2523 DPAM 0 8186 62303E S12136  
Standard Number: 10-E212 BASIC  
The period of performance is extended through July 31, 2012.

602201 13138-0342-4257 0.35

LLA :

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AF 9700400 1320 E627 P0F40 2523 DPAM 0 8278 63287E S12136  
Standard Number: 10-E627 BASIC  
The period of performance is through July 31, 2012.

602202 13138-0342-4285 (809.09)  
LLA :

AJ 9700400 1320 Z803 P0G10 2523 DPAM 0 7671 62702E S12136  
Standard Number: 10-Z803 Amendment 01  
The period of performance is through July 31, 2012.

MOD 25 Funding -75907.98  
Cumulative Funding 27734072.74

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### IHD 76 – NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION (NSWC IHD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) (APR 2012)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NSWC IHD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NSWC IHD, are:

#### HOLIDAYS\*

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Procurement Office (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M.	11:30 A.M. 12:30 P.M. 3:30 P.M.
CLOSED (BLDG. 116)	11:30 A.M.	12:30 P.M.

If you intend to visit the Procurement Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NSWC IHD is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head shall be in accordance with NSWC IHD Command Security Policy requirements.

#### Routine Physical Contractor Access to a Federally-controlled Activity

##### 4.1 Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

##### 4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and

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civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

#### 4.3 Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

#### 4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than five working days before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

#### 4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

NSWC IHD has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

##### 4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

##### 4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

##### 4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NSWC IHD Pass and ID Office at Indian Head. Each employee should be ready to

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provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

#### 4.5.4 Assisted RAPIDGate registrations

Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

#### 4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NSWC IHD Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

#### 4.5.6 Forms of Acceptable Identification for picking up credentials:

##### List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

##### List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

#### 4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NSWC IHD. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to [info@rapidgate.com](mailto:info@rapidgate.com) with the subject line RE: RAPIDGate Program.

#### 4.6 Activity Identification Badges and Vehicle Decals

Contractors that require routine access to the installation shall obtain an identification badge and DoD decal for their vehicle in accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

To obtain DoD decals, the employee must present a valid driver's license, current vehicle registration required by the state in which the vehicle is registered and current proof of insurance for the registered vehicle.

#### 4.7 Badge and Vehicle Decal Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

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#### 4.8 Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for Naval Support Facility Indian Head and Stump Neck Annex. This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

#### 4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

#### 4.10 Hand Held Cellular Devices and Earpieces

All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP Indian Head Post II and Stump Neck Annex unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

#### 4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

#### 4.12 Early Dismissal and Closure of NSWC Indian Head Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NSWC IHD for inclement weather. Ensure to look/listen for the notifications specific to NSWC IHD.

##### Television Stations:

WRC-TV – Channel 4

Fox – Channel 5

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

##### Radio Stations:

WTOP – 103.5 FM (<http://ww.wtop.com/?nid=667>)

WSMD – 98.3 FM

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**When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat or a facility related problem), on site contractors will continue working established work hours off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.**

**Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.**

**Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.**

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## SECTION I CONTRACT CLAUSES

### 52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

#### OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

DFARS 252.215-7003 Excessive Pass-Through Charges- Identification of Subcontract Effort (APR 2007)

DFARS 252.215-7004 Excessive Pass-Through Charges (APR 2007)

DFARS 252.225-7040 Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed Outside the U.S. (JUN 2011)

DFARS 252.211-7003 Item Identification and Valuation (AUG 2008)

#### AFGHANISTAN

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)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (DEC 2006)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--

(1) The offer exceeds \$11.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$550,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--



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- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
  - (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.
- (End of provision)

**252.225-7004 REPORT OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (MAY 2007)**

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--
  - (1) Exceeds \$550,000 in value; and
  - (2) Could be performed inside the United States or Canada.
- (c) Submission of reports. The Contractor--
  - (1) Shall submit a report as soon as practical after the information is known;
  - (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
  - (3) Need not resubmit information submitted with its offer, unless the information changes;
  - (4) Shall submit all reports to the Contracting Officer; and
  - (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.
- (d) Report format. The Contractor--
  - (1) Shall submit reports using--
    - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
    - (ii) A computer-generated report that contains all information required by DD Form 2139; and
  - (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)**

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--
  - (1) Will be or has been performed outside the United States;
  - (2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
  - (3) Has not been identified in a report for a previous quarter.
- (c) Exception. Reporting under this clause is not required if--
  - (1) A foreign place of performance is the principal place of performance of the contract; and
  - (2) The Contractor specified the foreign place of performance in its offer.

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(d) **Submission of reports.** The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

(e) **Report format.** The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) **Subcontracts.** The Contractor--

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

#### 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)

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. **Require**

(a) **Definitions.**

“Full cooperation”—

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

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

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

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

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

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

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

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

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

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

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

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

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accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

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

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

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

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

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

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

(iv) Reporting incidents in which—

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

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

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

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

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, 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 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.

(End of clause)

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

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

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

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all

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international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) *General.*

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) *Support.*

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

(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

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outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
  - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
  - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
  - (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
  - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

*(e) Pre-deployment requirements.*

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

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
  - (A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—
    - (1) A military-run training center; or
    - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
  - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States

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in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

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

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

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

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

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

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

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

**(g) Personnel data.**

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

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

**(h) Contractor personnel.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) *Evacuation.*

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

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

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

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

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

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

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

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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 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 2011-O0004) (APR 2011)**

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

(b) *General*.

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander;



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however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(18 U.S.C. 3261 *et seq.*);

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

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

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

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

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

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

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

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

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

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

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

(A) Hired under contracts valued less than \$100,000;

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

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

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

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

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

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

(ii) *To register in SPOT:*

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

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

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

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

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

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

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

(i) *Weapons.*

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- (1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—
- (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The \_\_\_\_\_ [Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
- (i) Are adequately trained to carry and use them—
- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and
- (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.*
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
- (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) *Evacuation.*
- (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.
- (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) *Notification and return of personal effects.*
- (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—
- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.
- (n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
- (p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.
- (End of Clause)

**252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014) (AUG 2010)**

- (a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—
- (1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or
- (2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:
- (1) How and where to report an alleged crime described in paragraph (a) of this clause.

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(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.

(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 systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under the 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)

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(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)

**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.

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

(End of Clause)

**952.223-0001 – 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:

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)

**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)*;
- (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:

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- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

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

- (1) **Local Nationals:** Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.
- (2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.
- (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.
- (4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

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

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

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

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

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

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(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 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)

#### 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

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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)

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 fixer 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



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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)

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

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

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

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

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

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

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

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

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

(End of Clause)

**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-O0004.

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(End of Clause)

**952.225-0006 – 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)

**952.225-0008 – 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.
- (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)

**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.

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

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

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

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

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

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

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

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

(End of Clause)

**952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)**

*As prescribed in AI 25.7703-5(j), insert clause 952.225-0011, Government Furnished Contractor Support, in all service and construction contracts with performance in Afghanistan. Prior to checking blocks to authorize services for contractor personnel, Contracting Officers shall coordinate with requiring activities to verify what services are available and authorized at their locations.*

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

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

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**Third-Country National (TCN) Employees**

N/A	<b>X</b>	<b>DFACs</b>	<b>Mil Issue Equip</b>
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			

**Local National (LN) Employees**

N/A	<b>X</b>	<b>DFACs</b>	<b>Mil Issue Equip</b>
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			

\* 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)

**952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

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

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

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

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](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)

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

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

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan

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

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

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

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

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

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
- (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all

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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.

(End of Clause)

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

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

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

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

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 expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter 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.

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

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

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

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

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

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

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

(End of Clause)

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

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

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

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

(3) **Contractor Provided Information:** If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor

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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.

(End of Clause)

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

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

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

- (1) **Rolling Stock (RS):** All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) **Non Rolling Stock (RNRS):** All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) **Twenty foot Equivalent Units (TEU):** Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

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

(End of Clause)

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

(a) Pursuant to the authority of USCENCOM 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 to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

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

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA

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



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(End of Clause)

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

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

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

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

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

(End of Clause)

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

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

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

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

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

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

(3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction

(4) American National Standards Institute (ANSI) C2, and

(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)

**252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)**

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

**252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

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**252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

**252.228-7003 CAPTURE AND DETENTION (DEC 1991)**

(a) As used in this clause --

(1) Captured person means any employee of the Contractor who is --

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either --

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) United States comprises geographically the 50 states and the District of Columbia.

(4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of --

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

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(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

## KUWAIT

### **KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (NOV 2010)**

**Contractor Privileges and Support:** As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

**Medical Treatment Available to Contractor Personnel on Base Camps:** limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

**Personnel Support:** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

**Billeting and government provided meals:** As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

**Life Support:** Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

### **KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)**

**Trafficking in Persons (TIP):** Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

**ASG-KU** has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

**Registered Employee Listing:** On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and

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allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations. Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

**Housing Standards:** The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (1) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (2) Each room shall be furnished at a minimum with the following:
  - (i) Room light.
  - (ii) One bed per individual.
  - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
  - (iv) A laundry facility or laundry service.
  - (v) Cleaning supplies.
- (3) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:
  - (i) Compliance with minimum housing accommodation standards.
  - (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
  - (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

**TIP Training:** Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

**Contractor Shall Post:** Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

**Violations:** Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

**Notification:** Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

**Remedies:** In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

**Subcontracts:** Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

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- (a) **Arming of Contractors.** Contractor and its subcontractors shall, at all tiers that require arming under this contract, agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Kuwait, including USCENTCOM and USARCENT Commander orders, instructions, 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 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.
  - (2) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
  - (3) DFARS 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2011 – O0004).
  - (4) USCENTCOM Policy Letter, Personal Protection, and Contract Security Service Arming, current version.
- (b) **Required Contractor Documentation:** Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.
- (c) **Armed Contractor Employee Documentation:** Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:
- (1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).
  - (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) One copy of a business license from the Kuwaiti Ministry.
  - (4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.
  - (5) Records pertaining to this certification are inspectable items by the USG without notice.
- (d) **Security Communications Plan.** Contractor shall provide a communications plan that, at a minimum, sets forth the Following:
- (1) Contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.
  - (2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.
  - (3) How the Contractor shall coordinate transportation with appropriate military authorities.
- (e) **Background Checks & Plan.** Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:
- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.
  - (2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.
  - (3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
  - (4) The Contractor shall furnish verification that each employee has passed the above listed checks to the ACO and COR monthly.
- (f) **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:
- (g) **Penalties for Non-Compliance.** Failure of the Contractor or subcontractor employees to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employees. 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.
- (h) **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 USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.

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(i) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employees authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the PCO, ACO, or COR determines that the retraining is sufficient.

(j) **Requirements for Individual Weapons Possession.** All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those Government-approved weapons and ammunition for which they are qualified.
- (2) Carry weapons ONLY when on duty or at a specific post.
- (3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.
- (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) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF training, the contractor and its subcontractors at all tiers shall monitor and report all activities of its armed employees that may violate the RUF. 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, but are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with dignity and respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** Contractor and all subcontractors at all tiers shall maintain records on weapons training, Law of Armed Conflict (LOAC), RUF, and the screening of employees for at least six months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the PCO, COR, and ACO or designated representative, at no additional cost to the USG, within 72 hours of a request.

(m) **Armed Personnel Quarterly Report.** The prime contractor will report quarterly, (NLT 1 January, 1 April, 1 July, and 1 October for each quarter of the calendar year) to the PCO, COR, and ACO responsible for this contract, and any other organization designated by the PCO, COR, and ACO, the following information under this contract:

- (1) The total number of armed civilians and contractors.
- (2) The names and contact information of its subcontractors at all tiers.
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the Communications Plan.
- (4) Contractors shall provide an initial report of all weapons firing incidents to the Provost Marshal (PM) and shall submit a written report to a PM within 48 hours.
- (5) The initial report 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. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the PM within 24 hours. Reports shall be submitted to the PMO Operations Section (or as otherwise directed).
- (6) Contractors shall also provide first aid and request MEDEVAC of injured persons, and remain available for USARCENT response forces based upon the situation. In the event contractor personnel are detained by USG or USARCENT Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the PM.

(End of Clause)

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#### **KSCRI-4 – ARMED PERSONNEL INCIDENT REPORTS (AUG 2010)**

- (a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.
- (b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-SWA DSN: 318-430-5926. Information should 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. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.
- (c) 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/JOC Watch.

(End of Clause)

#### **KSCRI-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)**

- (a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological 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, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- (c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

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(End of Clause)

**KSCRI-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)**

- (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 Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps 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. 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.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space 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 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 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 within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement 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 Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

**KSCRI-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

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

- (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 Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.22.-7995 (Deviation 2011-O0004).

(End of Clause)

**KSCRI-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)**

(a) CONTRACTOR DELIVERY LOCATION: \_\_\_\_\_

(b) POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:



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NAME: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

(c) FINAL DELIVERY DESTINATION: \_\_\_\_\_

(d) POINT OF CONTACT AT FINAL DESTINATION: \_\_\_\_\_

NAME: \_\_\_\_\_  
PHONE NO. \_\_\_\_\_  
EMAIL: \_\_\_\_\_

(e) **SHIPPING METHOD:** Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) **KUWAIT CUSTOMS CLEARANCE:** Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

**CUSTOMS POINT OF CONTACTS:**

DHA Customs Office  
Bldg 216 room 104  
Camp Arifjan-Kuwait  
Office: DSN 011-965-2-389-2417 or 5978

(g) **Custom Exempt Contract:** The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) **Contractor Transportation:** All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) **Shipments of Materials:** All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) **Contractor's Responsibilities:** The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

- (i) Invoice. (Include a copy in Arabic)
- (ii) Bill of Lading.
- (iii) Certificate of Origin.
- (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
- (v) Serial number or model number of shipment items.

(3) **Physical Handling of Materials:** The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

(End of Clause)

**KSCRI-9 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2010)**

(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.

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(End of Clause)

**KSCRI-10 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (OCT 2011)**

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

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

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

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

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

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior 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 Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

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

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier 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/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements

**List of Immunizations and Vaccinations:** Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at [www.benning.army.mil/CRC](http://www.benning.army.mil/CRC).

(End of Clause)

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**KSCRI-11 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)**

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 Accompanying the Force

<u>APO/FPO/MPO/Postal Services</u>	<u>DFACs(Access Only – Contractors Must Pay For Meals)</u>
Authorized Weapon	<u>MILAIR</u>
<u>MWR</u>	<u>Transportation</u>
<u>Resuscitative Care</u>	<u>Mil Issue Equip</u>
<u>Controlled Access Card (CAC)/ID Card</u>	<u>Military Banking (Finance/Eagle Cash)</u>
<u>Commissary</u>	<u>Military Clothing</u>
Dependents Authorized	<u>Military Exchange</u>
Telephone Service	Keys to GFE
Utilities	Technical Training
None	All

Third-Country National (TCN) Employees

APO/FPO/MPO/Postal Services	DFACs(Access Only – Contractors Must Pay For Meals)
Authorized Weapon	MILAIR
MWR	Transportation
Resuscitative Care	Mil Issue Equip
Controlled Access Card (CAC)/ID Card	Military Banking (Finance/Eagle Cash)
Commissary	Military Clothing
Dependents Authorized	Military Exchange
<u>None</u>	All

Local National (LN) Employees

APO/FPO/MPO/Postal Services	DFACs(Access Only – Contractors Must Pay For Meals)
Authorized Weapon	MILAIR
MWR	Transportation
Resuscitative Care	Mil Issue Equip
Controlled Access Card (CAC)/ID Card	Military Banking (Finance/Eagle Cash)
Commissary	Military Clothing
Dependents Authorized	Military Exchange
<u>None</u>	All

NOTES: Government Furnished Contractor Support, Continued.

- (1) **Billeting.** As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.
- (2) **Fuel.** There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.
- (3) **Dining facilities (DFAC's)** are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.
- (4) **Medical Services:** The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.
- (5) **Contractor use of Army Post Office (APO):** In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.
- (6) **Trash Removal:** The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

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**KSCRI-12 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)**

**Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267).** Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCRI-6, paragraphs (d), (e) & (f).

(End of Clause)

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**KSCRI-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)**

- (a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.
- (1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.
  - (2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 daily.
- (b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.
- (c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.
- (d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan
- (7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

(End of Clause)

**KSCRI-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)**

**SECURITY & ACCESS:**

- (a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.
- (b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.
- (c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.
- (d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with

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entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

- (1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may pick up DBIDS badge.
- (2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

**DBIDS Processing Instructions for 386 ECONS Contractors:**

**STEP ONE:** Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

**STEP TWO:** Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

**STEP THREE:** Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

**STEP FOUR:** The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

**STEP FIVE:** Visitor awaits receipt of DBIDS badge.

(End of Clause)

**KSCR1-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)**

(a) Definitions. As used in this policy –

*“Sexual Assault”* means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

*“Sexual Harassment”* means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

- (1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments;

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whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.

(2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defenses' policy described in paragraph (b); and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.

(e) Notification. The Contractor shall inform the Contracting Officer immediately of –

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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

(h) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

(End of Clause)

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**Currency:** Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

(End of Clause)

#### **KSCRI-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)**

**Sponsorship:** The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

**Passports, Visa and Customs:** The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

#### **KSCRI-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)**

**Contractor Manpower Reporting:** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

#### **KSCRI-19 – SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT (OCT 2011)**

**Contractor Liaison with Host Government:** All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.



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**Kuwait Ministry of Defense (KMOD) Letter of Authorization:** An offeror must provide a copy of the offeror's KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

**Use of Existing Roads as Haul Routes:** The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

**Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait:** The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) Official language and type of accounts required to satisfy the officials of the Local Government.
- (2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- (3) Passports, health and immunization certificates, and quarantine clearance.
- (4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- (5) Strikes, demonstrations and work stoppage.
- (6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- (7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- (8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- (9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- (10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- (11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- (12) Sales within the host country of Contractor-owned materials, and equipment.
- (13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- (14) Identification and/or registration with local police of imported personnel.
- (15) Stamp tax on documents, payments and payrolls.
- (16) Base passes for permanent staff, day laborers, motor vehicles, etc.
- (17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

**Local Standards:** Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

**Applicable Publications and Standards:** All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

- Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)
- Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National Electrical Code
- Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations
- BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets
- BS 7671 (1997, Amd 2) Requirements for Electrical Installations
- INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code
- IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants
- IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems
- INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)
- NFPA 101 (2003) Life Safety Code
- U.S. ARMY TECHNICAL MANUALS, TM 5-811-1 (1995) Electrical Power Supply and Distribution
- IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar – Part 2.5: Particular requirements for shaver

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transformers and shaver supply units.

**Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:**

- (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, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).
- (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),
  - (3) American National Standards Institute (ANSI) C2, and
  - (4) 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, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
- (e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.
- (f) The following internet links provide access to some of these standards:

UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)

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

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

**Contractor Health and Safety:**

- (a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2011 National Electric Code (NEC).
- (b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2011 can be found on the following link <http://www.nfpa.org>.

**Safety of Facilities, Infrastructure and Equipment for Military Operations:**

- (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—
  - Fire protection;
  - Structural integrity;
  - Electrical systems;
  - Plumbing;
  - Water treatment;
  - Waste disposal; and
  - Telecommunications networks.

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

(End of Clause)

**LOCAL INSTRUCTIONS**  
**PAKISTAN**

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**PSCR-1-1 - ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (AUG 2010)**

**Contractor Privileges and Support:** As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

**Medical Treatment Available to Contractor Personnel on Base Camps:** limited to resuscitative and stabilization care only. Emergency medical care is provided to any employee with a LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

**Personnel Support:** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

**Billeting and government provided meals:** Not available for contractors in Pakistan.

**Life Support:** Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Pakistan and transportation to and from Pakistan, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Pakistan. Contractor primary healthcare is not authorized in military treatment facilities in Pakistan. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

**PSCR1-2 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)**

(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 Central Command orders and directives applicable to personnel in Pakistan including but not limited to USCENCOM, Multi-National Force and Multi-National Corps 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. 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.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space 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 the USCENCOM 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 the USCENCOM 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 within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement 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 Pakistan without approval from the senior U.S. commander in the country.

(End of Clause)

**PSCR1-3 – MONTHLY CONTRACTOR CENSUS REPORTING (OCT 2011)**

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

- (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 252.225-7995 (Deviation 2011-O0004).

(End of Clause)

#### **PSCRI-4 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)**

**Trafficking in Persons (TIP):** Contractor employees and subcontractor employees performing under this contract shall comply with all DOD Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Pakistan Labor Laws during the performance of this contract.

**Registered Employee Listing:** On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

**Housing Standards:** The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (1) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (2) Each room shall be furnished at a minimum with the following:
  - (i) Room light.
  - (ii) One bed per individual.
  - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
  - (iv) A laundry facility or laundry service.
  - (v) Cleaning supplies.

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(3) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

- (i) Compliance with minimum housing accommodation standards.
- (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
- (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

**TIP Training:** Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

**Contractor Shall Post:** Human Trafficking Hotline Posters in English and all employee languages in all living quarters.

**Violations:** Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

**Notification:** Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

**Remedies:** In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

**Subcontracts:** Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

## **PSCR1-5 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)**

**Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267).** Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States,

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Certain Service Members, and Former Service Members.

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

List of approved subcontractors