

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1   67	
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-08-D-0025-P00011		3. EFFECTIVE DATE 04 Apr 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W904X508D0025			
5. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROV NG GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5) DCMA MARYLAND - S2101A 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375			CODE S2101A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVI (b) (4) 160T RESEARCH ROAD ROCKVILLE MD 20850-3173				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 99789		FACILITY CODE 99789					
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH - HQ0338 SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(e)( ) [ ] 41 U.S.C. 253(e)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>							<b>\$0.00</b>
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17 [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [ ] copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [ ] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number W91CRB-07-R-0046-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER GREGORY M. WAGENKNECHT / CONTRACT SPECIALIST TEL: 410-278-0709 EMAIL: gregory.wagenknecht@us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		04-Apr-2008	

Section B - Supplies or Services and Prices

SECTION B

Section B - Supplies or Services and Prices

SECTION B

B.1 TYPE OF CONTRACT

- A. The basic contract will be issued on an indefinite delivery/indefinite quantity basis, in accordance with FAR 16.504.
- B. Individual delivery orders issued under the basic contract will be on a Time and Materials basis.

B.2 CONTRACT MINIMUM AND MAXIMUM LIMITATIONS

- A. The Government is obligated to place, with the contractor, a total of \$1,000,000.00 in services/supplies under this contract over the contract period of performance. This will be considered the contract minimum.
- B. The Government may place additional delivery orders with the contractor up to the total estimated amount of the contract. This will be considered the contract maximum.
- C. The Government reserves the right to award only the minimum to the contractor; there is no guarantee that the minimum will be exceeded.

B.3 ACCOUNTING AND APPROPRIATION DATA FOR CONTRACT MINIMUM

21 8 2093 0000 5U-5U01 121000.00000 2512 JDJT00 MIPR8E484J7106 J7XF 12 S12193  
\$1,000,000.00

The funds cited above are obligated to cover the minimum guaranteed amount. The contractor is not authorized to submit an invoice for this amount. These funds, or any portion of these funds, may either be used to fund a future delivery order, or shall be deobligated once the minimum guaranteed amount is ordered under this contract.

B.4 BAE TSS AND SUBCONTRACTOR FULLY BURDENED LABOR RATES

**BAE TSS Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS	(b) (4)				
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

**BAE IT Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS	(b) (4)	(4)	(4)	(4)	(4)
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

**EWA Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS	(b) (4)	(4)	(4)	(4)	(4)
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

**JIL Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS	(b) (4)	(4)	(4)	(4)	(4)
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					

Intelligence SME CONUS
Intelligence SME OCONUS
ORSA SME CONUS
ORSA SME OCONUS
Information Operations SME CONUS
Plans SME Conus
Program Manager



**Nangwik Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS					
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

**NG Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS					
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

**Armor Group Fully Burdened Labor Rates**

Position Titles	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60
Operations SME CONUS					

Operations SME OCONUS
Training SME CONUS
Training SME OCONUS
Intelligence SME CONUS
Intelligence SME OCONUS
ORSA SME CONUS
ORSA SME OCONUS
Information Operations SME CONUS
Plans SME Conus
Program Manager



**Archimedes Global Fully Burdened Labor Rates**

<b>Position Titles</b>	<b>Months 1-12</b>	<b>Months 13-24</b>	<b>Months 25-36</b>	<b>Months 37-48</b>	<b>Months 49-60</b>
Operations SME CONUS					
Operations SME OCONUS					
Training SME CONUS					
Training SME OCONUS					
Intelligence SME CONUS					
Intelligence SME OCONUS					
ORSA SME CONUS					
ORSA SME OCONUS					
Information Operations SME CONUS					
Plans SME Conus					
Program Manager					

The rates contained in the above chart represent the maximum allowed rates that the Contractor can proposed when competing for individual Task Orders. The contractor may propose a lower rate than those in this chart, but a higher rate will not be accepted.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED		\$1.00	\$0.00

Operations Support Services

T&M

Contractor shall provide general operational support services for the Joint Improvised Explosive Device Defeat Organization (JIEDDO) in accordance with Section C.

Period of Performance for this contract shall be five (5) years from date of award.

The total estimated amount of this CLIN is \$452,951,232.00 which represents the maximum limitation value of all delivery/task orders placed under all resulting contract(s). The total of all orders issued under this multiple award contract will be closely monitored to ensure the program ceiling is not exceeded.

The contractor may be required to perform work Outside the Continental United States (OCONUS) in locations other than Iraq and Afghanistan. If any work under this contract requires OCONUS performance in locations other than those named above, the contractor may request to apply Department of State differential rates, in effect at the time the work is performed, for direct labor performed OCONUS. Differentials shall be applied to the base CONUS labor rate. The contractor shall notify the Contracting Officer of these situations, and shall obtain written approval from the Contracting Officer prior to the application of these rates to the fixed labor rates in the contract.

FOB: Destination

TOT MAX PRICE \$0.00

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101		UNDEFINED		UNDEFINED	UNDEFINED

Funding for CLIN 0001

T&M

FOB: Destination

TOT MAX PRICE \$0.00

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000102	Funding for CLIN 0001 T&M FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE	\$0.00
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000103	Funding for CLIN 0001 T&M FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				TOT MAX PRICE	\$0.00
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Deleted T&M This CLIN has been deleted in its entirety. FOB: Destination	UNDEFINED			NSP
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED		UNDEFINED	\$0.00

Operations Support Services  
CPFF

Contractor shall provide general operational support services for the Joint Improvised Explosive Device Defeat Organization (JIEDDO) in accordance with Section C.

Period of Performance for this contract shall be five (5) years from date of award.

The total estimated combined amount of all CLINs on this contract is \$452,951,232.00 which represents the maximum limitation value of all delivery/task orders placed under all resulting contract(s). The total of all orders issued under this multiple award contract will be closely monitored to ensure the program ceiling is not exceeded.

FOB: Destination

PURCHASE REQUEST NUMBER: W904X508D0025

MAX COST	\$0.00
FIXED FEE	UNDEFINED
<b>TOTAL MAX COST + FEE</b>	<b>\$0.00</b>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Contractor Manpower Reporting Requiremen CPFF FOB: Destination	UNDEFINED			NSP
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	<u>\$0.00</u>

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
000101		\$		\$
000102		\$		\$
000103		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**C.1. Performance Work Statement**

**PERFORMANCE WORK STATEMENT**

**Joint Improvised Explosive Device  
Defeat Organization (JIEDDO)**

**6 June 2007**

**C.1.1. MISSION OBJECTIVE.** This PWS provides for critical support service requirements of the JIEDDO.

**C.1.2. BACKGROUND.** The JIEDDO is the lead organization which focuses (leads, advocates, coordinates) all Department of Defense actions in support of the Combatant Commanders' and their respective Joint Task Forces' efforts to defeat Improvised Explosive Devices as weapons of strategic influence.

### **C.1.3. GENERAL INFORMATION**

C.1.3.1. This is a Performance Based Service Contract (PBSC) in which the Contractor shall provide the services stated herein in a manner that achieves the objectives set forth in Section C and the rest of the contract. The Contractor will be held completely responsible for its performance unless, and only to the extent, its performance has been affected by an event listed under the clause "Excusable Delays," or when a written order issued by the Contracting Officer changes the Contractor's performance requirements.

C.1.3.2. The Contractor shall be responsible for notifying the Government of discrepancies or omissions in the performance of the services. The Contractor shall make this notification at the earliest opportunity, and subsequently and promptly correct all material errors. Such corrections shall be at the Contractor's sole and complete expense, except to the extent that such errors, discrepancies, or omissions were contributed to or caused by the Government, its agents, employees, or other contractors. To the extent that the Government considers (at its sole discretion) that correction is not practical or achievable, the Government and Contractor will agree on a mutually suitable alternative to correction.

C.1.3.3. During the performance of this contract, the Contractor shall make the Government aware of all questions concerning interpretation or clarification of the contract terms. When they arise, these questions shall be submitted immediately in writing to the COR and Contracting Officer. Notwithstanding matters of clarification or interpretation, the Contractor shall proceed with the work in accordance with the Government's interpretation of the contract, provided always that the Contractor shall not be obliged to proceed with the work in a manner which would, or might, be injurious to the safety of its employees or which would, or might, constitute a breach of law. In the event of a dispute between the parties on interpretation, either party may submit the matter, in accordance with the clause regarding disputes, for resolution as soon as possible. In the event that the dispute resolution process determines that the Government's interpretation was erroneous, the parties will conduct mutual discussions to reach a resolution satisfactory to both parties.

**C.1.4. PERFORMANCE REQUIREMENTS.** The Contractor shall provide dedicated in-depth and integrated analytic, subject matter expertise and programmatic support to include, but not be limited to, the Functional Areas and Missions listed below. The Contractor normally remains in the continental United States (CONUS), but shall deploy elements into areas of responsibility (AORs) as required.

C.1.4.1. Specific labor category job descriptions and qualifications are listed at Section C.2.

### **C.1.5. FUNCTIONAL AREAS AND MISSIONS**

### C.1.5.1. OPERATIONS

C.1.5.1.1. Possess experience at tactical formations—Brigade and up. Multiple combat, combat support and combat service support disciplines may be required.

C.1.5.1.2. Identify counter-IED capability gaps and provide recommendations on potential solutions.

C.1.5.1.3. Integrate emerging counter-IED technologies into current tactics, techniques and procedures and disseminate new TTPs as required.

C.1.5.1.4. Interface with Combatant Commands, joint organizations, and OGAs on actions related to Joint IED Defeat initiatives.

C.1.5.1.5. Assist in identification, training, and integration of IED Defeat countermeasure technologies.

C.1.5.1.6. Provide updates as required to JIEDDO OPS to ensure relevance of the JIEDDO strategy and the joint counter-IED Common Operating Picture.

C.1.5.1.7. Provide support for the execution of JIEDDO strategic actions supporting the integration of multiple Joint IED Defeat solutions throughout DoD.

C.1.5.1.8. Provide Operations Records Management capabilities.

C.1.5.1.9. Assist in the analysis of COCOM Requests for Forces and approved deployment orders with respect to COCOM counter-IED support requirements using available Service automation systems.

C.1.5.1.10. Assist in the development of counter-IED support policy and agreements with foreign partner nations in coordination with the appropriate DoD and State Department processes.

### C.1.5.2. PLANNING

C.1.5.2.1. Provide planning and planning coordination support to JIEDDO strategic actions, integrating of multiple Joint IED Defeat solutions throughout DoD.

C.1.5.2.2. Support the Military Decision Making Process, develop briefings, operational plans, and contingency plans for C-IED support requirements.

C.1.5.2.3. Develop effective and feasible solutions and concepts of operations which support improvement of counter-IED systems interoperability and integration through modeling and simulation of proposed counter-IED technologies and tactics, training, and procedures (TTPs).

C.1.5.2.4. Provide support to operational decision making through Course of Action development.

C.1.5.2.5. Compile and store counter-IED related material (information, data, studies, test reports, and operations reports) to conduct independent analysis of IED and counter-IED systems and processes.

C.1.5.2.6. Compile and analyze data from selected actual IED events and activities.

C.1.5.2.7. Provide modeling and simulation of these activities in a visual format readily understandable to commanders and staff of operational units to support their training programs. Integrate JIEDDO staff actions on all future (6-24 months) JIEDDO strategic goals and objectives.

C.1.5.2.8. Develop CONOPS for new counter-IED initiatives as required.

C.1.5.2.9. Assist with the tracking and assessment of COCOM provided counter-IED US joint and coalition force urgent operational needs.

C.1.5.2.10. Assist in the tracking and assessment of COCOM forces counter-IED capability gaps and priorities.

### C.1.5.3. INFORMATION OPERATIONS

C.1.5.3.1. Provide EW, PSYOP, MILSEC, OPSEC and CNO integration expertise in support of C-IED initiatives ISO the COCOM.

C.1.5.3.2. Develop IO initiatives that support JIEDDO's three lines of operations – attack the network, defeat the device and train the force.

C.1.5.3.3. Report on/and/or managing the delivery and training for IO initiatives resourced by the JIEDDO (lifecycle).

C.1.5.3.4. Provide JIEDDO leadership with situational awareness of all theater deployed IO initiatives including their resource status, effectiveness, and ownership (tactical, operational, strategic).

C.1.5.3.5. Provide IO planning expertise and the development and sustainment of the JIEDDO IO strategy in coordination with JIEDDO intelligence and operations and external organizations as required.

C.1.5.3.6. Provide assessment and processing assistance to IO program owners for JIEDDO resourcing considerations.

### C.1.5.4. TRAINING SUPPORT

C.1.5.4.1. Provide direct counter-IED training support advice to a combatant commander and his forces before and after their deployment as required.

C.1.5.4.2. Possess experience at tactical formations – Brigade and up. Multiple combat, combat support and combat service support disciplines may be required.

C.1.5.4.3. Assist in the analysis of TTPs and the supporting training and materiel solution inter-relationships. Observe, collect, develop, validate, and disseminate emerging IED Defeat tactics, techniques, and procedures (TTPs).

C.1.5.4.4. Assist in identification, training, and integration of IED Defeat countermeasure technologies.

C.1.5.4.5. Identify tactical IED Defeat innovations for input to the services' training centers.

C.1.5.4.6. Manage internal JIEDDO training requirements.

C.1.5.4.7. Provide support to the Combat Training Centers (CTCs), units on Service installations, test sites and areas, interagency groups, and the Service's Training Commands in conducting requirements analysis, assessment, and definition of training requirements enabling the fusion of intelligence, operations, and materiel/non-material solutions in support of the C-IED mission.

C.1.5.4.8. Provide counter-IED training support to all Mission rehearsal Exercises and unit Battle Staff training as required.

C.1.5.4.9. Manage new counter-IED training support initiatives through delivery and Service transition.

C.1.5.4.10. Conduct counter-IED training support initiative assessments.

#### C.1.5.5. INTELLIGENCE SUPPORT

C.1.5.5.1. Provide intelligence and forensic expertise and support in CONUS and as a member of a deployed unit with respect to munitions exploitation.

C.1.5.5.2. Support intelligence operations.

C.1.5.5.3. Provide exploitation and asymmetric threat analysis including the identification, development, and integration of countermeasure technologies.

C.1.5.5.4. Provide multi-intelligence analysis and fusion in support of counter-IED efforts and operations executed by committed war fighting units, integrating existing national-level products and databases to provide an enhanced level of information support.

C.1.5.5.5. Develop and integrate (for optimized employment of) enhanced Intelligence, Surveillance, and Reconnaissance assets.

C.1.5.5.6. Conduct multi-layered, multi-intelligence analysis to define patterns of IED network activity in order to narrow the search space to conduct CIED operations.

C.1.5.5.7. Provide intelligence targeting support products and "reach-back" support to forward-deployed elements as required.

C.1.5.5.8. Conduct adversary analysis to assist all COIC and JIEDDO divisions and selected key external agencies in achieving predicative counter-IED capabilities.

C.1.5.5.9. Provide intelligence and forensic expertise and support in CONUS and as a member of a deployed unit with respect to munitions exploitation (Weapons Technical Intelligence – (WTI)).

#### **C.1.5.6. OPERATIONS RESEARCH SYSTEMS ANALYST**

C.1.5.6.1. Conduct assessments to determine effectiveness of counter-IED operations and the application of counter-IED capabilities.

C.1.5.6.2. Identify, develop, and analyze measures and metrics to gauge progress in the counter-IED fight.

C.1.5.6.3. Develop, administer and analyze surveys that gather commander and staff ideas and insights on the counter-IED fight.

C.1.5.6.4. Support course of action analyses and operations planning in the application of capabilities to defeat IEDs.

C.1.5.6.5. Conduct analyses in support of operations, across staff elements and forces employed.

C.1.5.6.6. Conduct analyses to support the decision making process across all elements of the staff.

C.1.5.6.7. Types of analyses include, but are not limited to trend identification and analysis that enable the commander and staff to define the characteristics of the local IED fight and resource allocation, scheduling and optimization

C.1.5.6.8. Assist in defining the optimal use of ISR assets in the counter-IED fight. Support the conduct of the Joint Intelligence Preparation of the Battle space (JIPB).

C.1.5.6.9. Serve as the Commander's advisor on analyses to support decision needs.

C.1.5.6.10. Manage, analyze and visualize data using statistical software, geospatial software, spreadsheet and graphic presentation software, and develop customized tools for staff elements.

C.1.5.6.11. Provide analytical tools, software development, and systems engineering support to ensure interoperability and integration of emerging counter-IED technologies and tactics, techniques and procedures.

#### **C.1.6. OTHER TASKS**

C.1.6.1. Perform studies and provide documentation. Identify issues and formulate and provide alternatives for issue resolution. Perform special studies and analyses as required by the Contracting Officer or designated representative.

C.1.6.2. Conduct studies and market research, and advise the Government on emerging technologies. Develop plans to continuously optimize technology for improving future capabilities to defeat asymmetric threats. Work with vendors to identify equipment that continuously optimizes and counters IEDs.

C.1.6.3. Provide a method of tracking and managing GFE. The Government will provide a list of available Government Furnished Equipment (GFE) for each task order. The Contractor and the Government shall closely coordinate their supply and delivery schedules to ensure all hardware is available when and where needed.

C.1.6.4. Account for and maintain all Contractor-Acquired Property (CAP) and Government - Furnished Property/Equipment (GFP/GFE) in an operational readiness state at all times, in accordance with applicable provisions of the Federal Acquisition Regulation (FAR) and its supplements.

### **C.1.7. OTHER PERFORMANCE REQUIREMENTS.**

#### **C.1.7.1. Meetings/Briefings/Publications**

C.1.7.1.1. Participate in Technical Interchange Meetings (TIMs), to be scheduled upon request of the responsible contracting officer or written designee, to discuss and to informally evaluate the Contractor's efforts and accomplishments in direct relation to specific task orders. During these meetings, the Contractor shall present necessary data to enable a joint review of its various assigned tasks, along with attendant schedules and resource expenditures.

C.1.7.1.2. Present and participate in technical discussions and inform, in a timely fashion, the Contracting Officer's Representative (COR) of any problems with contract execution. Propose solutions to difficulties encountered.

C.1.7.1.3. Attend and participate in Program Management Reviews (PMRs), Integrated Process Teams (IPTs), and other meetings, as scheduled by the contracting officer or written designee.

#### **C.1.7.2. Travel.**

C.1.7.2.1. Perform temporary duty (TDY) non-local travel, as required in the performance of this contract, as directed by the COR. The TDY locations include, but are not limited to, various CONUS facilities and various locations outside the continental United States (OCONUS) to including Europe, the Middle East, and the Far East.

C.1.7.2.2. Travel required and approved under this contract will be paid in accordance with (IAW) the Joint Travel Regulation by reimbursement to the Contractor. Only required travel approved in advance by the COR will be reimbursed under this contract.

### **C.1.8. CONTRACTOR PERSONNEL.**

C.1.8.1. General. For the purpose of this contract, the term contractor applies to all contractor employees, subcontractor employees, and any other persons acting on behalf of the contractor to perform work on this contract. Contractor employees shall be trained, qualified, certified, and licensed, as appropriate, to perform the efforts specified in this contract prior to starting work, except for any training that is identified as Government-furnished.

#### C.1.8.2. Program Management and Key Personnel.

C.1.8.2.1. The contractor shall provide an onsite Program Manager (PM) who shall perform overall management of the contract to assure effective contract performance. The PM shall be the contractor's primary point of contact and shall have the authority to act or make decisions on all matters on behalf of the contractor. The contractor shall designate an alternate who shall be authorized to make decisions in the absence of the PM.

C.1.8.2.2. Five calendar days prior to the start of performance, the contractor shall submit to the Government, in writing, the names, addresses, home and office telephone numbers of the PM and other key management and supervisory personnel employed to perform work under this contract.

C.1.8.2.3. Prior to making an offer to an employee, the contractor shall provide a resume to the COR for Government review. The COR will review and comment on the resume within two workdays of receipt.

C.1.8.2.4. During the life of the contract, the contractor shall submit resumes for all new employees to the COR not later than 5 calendar days prior to effective date so that the COR can ensure qualifications identified in Attachment 1 are met.

C.1.8.2.5. In emergency situations and cases of adverse action where 5 days notice is not possible, the contractor shall submit the change in writing and resumes to the COR not later than 24 hours after the change is implemented.

C.1.8.3. Removal of Personnel. The Government will require the contractor to remove any employee from the job site for reasons of misconduct; safety, environmental, or security violations; or if found to be, or suspected of being, under the influence of alcohol, drugs, or incapacitating agents. Upon request, the Government may require the contractor to test employees suspected of being under the influence of alcohol, drugs, or incapacitating agents. The removal of a contractor employee from the job site shall not alleviate the contractor of the requirement to provide sufficient personnel to perform the services required by the contract.

C.1.8.4. Personal Appearance. The personnel working under this contract shall practice high standards of personal hygiene and maintain a clean, neat appearance while on duty.

C.1.8.5. Conflict of Interest. The contractor shall comply with the clause included at Section H.1., Conflict of Interest. The contractor shall not employ any person whose employment under the contract could in any way result in a conflict of interest. The following examples illustrate situations in which questions concerning Organizational Conflicts of Interest (OCI) may arise: (NOTE: This list is not all inclusive.)

C.1.8.5.1. Unequal access to information. Access to "nonpublic information" as part of the performance of an Army/JIEDDO contract could provide the contractor a competitive advantage in a later competition for another Army/JIEDDO contract.

Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Army procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

C.1.8.5.2. Biased ground rules. A contractor, in the course of performance of an Army/JIEDDO contract, may, in some fashion, establish important "ground rules" for another Army/JIEDDO contract, where the same contractor may be a competitor.

For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future Army/JIEDDO procurement. The primary concern of the Army, in this case, is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the Army procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor shall be required to submit and negotiate an acceptable mitigation plan.

C.1.8.5.3. Impaired objectivity. A contractor, in the course of performance of an Army/JIEDDO contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern, in this case, is that the contractor's ability to render impartial advice to the Army/JIEDDO could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the Army procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or another entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

C.1.8.6. Disclosure by contractors participating in Army/JIEDDO acquisitions. (1) Contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the contractor has a possible OCI. (2) If the contractor does not disclose any relevant facts concerning an OCI, the contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

C.1.8.7. Remedies for Nondisclosure. The following are possible remedies, should a contractor refuse to disclose, or misrepresent, any information regarding a potential OCI: (1) Refusal to provide adequate information may result in disqualification for award, (2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, (3) Nondisclosure or misrepresentation discovered after award may result in termination

of the contract, (4) Disqualification from subsequent Army/JIEDDO contracts, and (5) Other remedial action, as may be permitted or provided by law or in the resulting contract.

C.1.8.8. Disclosure of Information. The contractor may be required to access data and information proprietary to another Government agency, another Government contractor, or of such a nature that its dissemination or use, other than as specified, would be adverse to the Government's interest. The contractor or contractor employees shall not divulge or release data or information developed or obtained under this contract, except to authorized Government personnel or upon written approval of the contracting officer. The contractor shall not use, disclose or reproduce proprietary data that bears a restrictive legend. The contractor shall obtain written permission of the originator prior to releasing any information marked "PROPIN" (proprietary information). Under United States Code Title 18, Sections 793 and 798, the contractor and the contractor employees are liable for any improper release.

#### C.1.8.9. Contractor Identification

C.1.8.9.1. Picture Identification Cards. All contractor employees shall obtain a Government-furnished picture identification card.

C.1.8.9.2. Identification of Contractor Personnel. The contractor shall ensure that all contractor personnel display, at all times while in a work status, some method of identifying the personnel as an employee of that contractor.

C.1.8.9.3. The contractor shall ensure all personnel identify themselves as a "contractor employee with the name of their company" when answering the telephone, using the email system, and attending meetings.

C.1.8.10. Safeguarding Government Information and Property. The contractor shall be responsible for safeguarding all government information and property provided for contractor use. The contractor shall safeguard information and material including, but not limited to, those designated as classified, unclassified sensitive, For Official Use Only (FOUO), Operations Security (OPSEC) sensitive, and Privacy Act Information in accordance with applicable directives.

C.1.8.11. Loss or Possible Compromise of Classified Information. The contractor shall immediately report the loss or possible compromise of classified information or material to the COR or his/her designee.

C.1.8.12. Information Systems (IS). The contractor shall ensure that all IS used by contractor personnel are protected and accredited in accordance with applicable directives. The contractor and their employees will comply with JIEDDO policies regarding acceptable use of Government-owned computer systems and networks.

C.1.8.13. Key Control. The contractor shall have access, as needed, to all Government-furnished facilities in accordance with AR 190-51, AR 380-5, and any applicable JIEDDO regulations. The contractor shall develop and implement procedures to ensure that metal and electronic keys received from the Government are accountable, controlled, and safeguarded in accordance with above regulations.

C.1.8.14. Security Training. In conjunction with JIEDDO-required security training, the contractor shall develop and implement a security education program to ensure contractor personnel understand and are familiar with security requirements.

C.1.8.15. Operations Security (OPSEC) Reviews. All material produced by the contractor which will be disseminated outside of JIEDDO will be subject to an OPSEC and Security review, to be performed by the JIEDDO OPSEC Officer prior to release. This includes all written (hardcopy) and electronic materials produced, such as organizational press releases and marketing material.

C.1.8.16. Departing Employees. The contractor shall ensure all contractor employees return security identification badges and picture identification cards to the Government at the completion of their employment. An employment/installation clearance form will be developed by the contractor to include a signature block for the Government to certify that an employee has turned in all badges/government property before leaving employment on the installation. Security badges will be turned-in to the Government within 2 work days after the employee has departed.

**C.1.9. WORK HOURS AND LOCATION.** The principal places of performance for support will be in the metro-Washington, DC area; however, other CONUS and OCONUS locations will be required in order to provide flexibility for the emerging and unique JIEDDO missions. The PM and other Contractor personnel shall participate in integrated process teams as required. The Contractor shall ensure that adequate technical capability is available to provide responses to specific tasks based on a 40-hour workweek. The Contractor may be required to provide labor hours in excess of 40-hours per workweek to include holiday, weekends, and/or during irregular times and shifts based upon operations and exercises. If required, the Contractor shall provide services and support 24 hours a day/7 days per week.

**C.1.10. CONTRACTOR RESPONSIBILITIES.** The Contractor shall assume total performance responsibility for work performed and data delivered under this contract, shall ensure proper management of subcontractors through analysis, critique, and assessment of the adequacy, timeliness, and cost effectiveness of work performed, and shall adhere to the small business-subcontracting plan incorporated into the contract. The Contractor shall identify issues and formulate, and provide alternatives for issue resolution.

**C.1.11. SECURITY CLEARANCES.** All Contractor personnel shall be required to access, view, possess, process and/or use classified information, information systems and workspaces, to successfully complete certain functions. At a minimum, all Contractor personnel must possess, and maintain, a TOP SECRET (TS)/Sensitive Compartmented Information (SCI) CLEARANCE access and/or be eligible for immediate adjudication by the cognizant security authority upon award of the contract. Any changed or increased security requirements shall be established by the COR if required during the term of this contract. The contractor shall submit completed clearance packages within ten (10) calendar days of identification of any increased security requirements.

#### **C.1.12. DATA REQUIREMENTS.**

C.1.12.1. Contract Management Plan. For each task order awarded under this contract, the Contractor shall provide a Contract Management Plan that shall define a management system to plan and control the effort under the order. The Contract Management Plan must delineate

how the Contractor plans to accomplish the effort supporting the specific task order, to include a breakout of hours, travel, required material, a milestone schedule, and a schedule for the planned expenditure of funds.

C.1.12.2. JIEDDO OPSEC Plan. The Contractor shall develop and implement an updated JIEDDO OPSEC Plan for control of critical program information, classified material, and sensitive data. The plan, as updated, shall continue to conform to the requirements of the DD Form 1423, DD Form 254 (DoD Contract Security Classification Specification), and further instructions contained in the current AR 530-1 (Operations Security).

### **C.1.13. CONTRACT DELIVERABLES.**

C.1.13.1. The contractor shall provide a monthly report for the overall contract effort, to include each task order issued under the basic contract. Monthly reports shall be submitted via e-mail to the Contracting Officer and COR no later than the 10<sup>th</sup> day of each month, covering the month preceding the submission date. Monthly reports shall include, but not be limited to, the following information:

- C.1.13.1.1. Brief summary of progress and activities.
- C.1.13.1.2. Progress and activities projected.
- C.1.13.1.3. Anticipated difficulties in upcoming tasks.
- C.1.13.1.4. Task order funds expended (by month and to date).
- C.1.13.1.5. Monthly cost and performance information.

C.1.13.2. Additional contract deliverables may be specified for each individual task order.

### **C.1.14. ISSUANCE OF TASK ORDERS**

C.1.14.1. Task Orders constitute the specific work packages/functions, which are within the scope of work, assigned to the contractor by the Contracting Officer. Task orders will include information and performance requirements such as, but not limited to: Task Order Number, Background, Objective, Services to be Performed, Estimated Labor Categories and Level of Effort, Required Materials/Equipment, Travel Requirements, Period of Performance/Delivery Schedule, Government Furnished Property, Place of Performance and Government Estimate.

C.1.14.2. The contractor shall supply the necessary labor, materials, transportation and facilities, other than those specifically identified by the Contracting Officer as being provided by the Government, to accomplish the work specified in the task order. The U.S. Government is not bound to accept any services or materials other than those described in the delivery order.

C.1.14.3. Procedures for Initiating a Task Order:

C.1.14.3.1. JIEDDO Program Manager will submit a Task Order to the COR. See Section C.3. for Task Order format.

C.1.14.3.2. COR will forward Task Order and funding to contracting. Contracting will process the Task Order (forward to contractors).

C.1.14.3.3. As the Government anticipates the award of multiple contracts under this PWS, and in accordance with FAR Part 16, all eligible awardees will be provided fair opportunity to propose for each task order.

C.1.14.3.4. Normally within ten (10) working days from receipt of a task order from the Contracting Officer, the contractor shall submit a time and materials type proposal, in writing, to the Contracting Officer.

C.1.14.3.5. With the cost estimate, the contractor shall submit a technical approach proposal containing, as a minimum, the following:

C.1.14.3.5.1. Task Order Number.

C.1.14.3.5.2. Task Order Title.

C.1.14.3.5.3. Contract Number and date of task order proposal preparation.

C.1.14.3.5.4. Purpose/Objective.

C.1.14.3.5.5. Performing Elements (include major elements of the company or sub-contractors, and a brief description of their interface in the accomplishment of the task).

C.1.14.3.5.6. Contractor's Technical Approach.

C.1.14.3.6. When more than one suitable alternative exists to accomplish a task, the contractor will provide a cost estimate and proposal for each alternative, at no additional cost, for consideration by the U.S. government.

C.1.14.3.7. After review of contractors' proposals to accomplish the task order, if necessary, the contracting officer or his/her authorized representative will initiate and conduct negotiations. Upon conclusion of evaluation and negotiations (if necessary) task orders shall be issued. Task orders may be issued to one or more of the awardees.

C.1.14.3.8. Task orders will be issued with due consideration given to on-going assignments and performance schedules.

#### **C.1.15. PERFORMANCE OBJECTIVES/METRICS.**

C.1.15.1. This performance-based service contract incorporates the following performance objectives: (1) Delivery of responsive high quality JIEDDO operations support, including management of Key Personnel; (2) Adherence to contract schedule, milestone, and delivery requirements, and (3) Efficient and effective cost control. It is the contractor's responsibility to employ the necessary resources to ensure accomplishment of these objectives. The Government's assessment of the contractor's performance in achieving these objectives will utilize the standards, acceptable quality levels, and surveillance methods described in the Performance Requirements Summary matrix set forth in Section C.3. below. The performance ratings will be implemented via the Government's Quality Assurance and Surveillance Plan, and may be used as past performance-relevant information for future contract/task order awards.

C.1.15.2. The COR will conduct informal interim counseling sessions with the contractor's Program Manager to identify any active contract performance that is not meeting acceptable quality levels. These sessions will be conducted at least on a quarterly basis in order to provide the contractor a fair opportunity to improve its performance level.

C.1.15.3. The contractor will be notified, in writing, of the Government's determination of its performance level for each performance objective, including all instances where the contractor failed to meet the acceptable quality level.

### **C.1.16. List Of Acronyms**

AOR – Area of Responsibility  
AR – Army Regulation  
C-IED – Counter Improvised Explosive Device  
CAP – Contractor Acquired Property  
CNO – Chief Networking Officer or Chief of Naval Operations  
COCOM – Combatant Commander  
CONUS – Continental United States  
COR – Contracting Officer's Representative  
CTC – Combat Training Center  
DOD – Department of Defense  
DPPH – Direct Productive Person Hours  
EW – Electronic Warfare  
FAR – Federal Acquisition Regulations  
GFE – Government Furnished Equipment  
GFP – Government Furnished Property  
IAW – In Accordance With  
IED – Improvised Explosive Device  
IO – Information Operations  
IPT – Integrated Process Team  
JCOP – Joint Common Operating Picture  
JIEDDO – Joint Improvised Explosive Device Defeat Organization  
MILDEC – Military Deception  
OCONUS – Outside Continental United States  
OPSEC – Operational Security  
PM – Program Manager  
PMR – Program Management Reviews  
PSYOP – Psychological Operations  
PWS – Performance Work Statement  
SME – Subject Matter Expert  
TDY – Temporary Duty  
TIM – Technical Interchange Meeting  
TRADOC – Training and Doctrine Command  
TS/SCI – Top Secret/Specialized Compartmented Information  
TSM – TRADOC Systems Manager  
TTP – Tactics, Techniques, Procedures  
WTI – Weapons Technical Intelligence

### **C.1.17. Reporting of Contractor Services and Manpower.**

#### Accounting for Contractor Services:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor

manpower (including 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://contractormanpower.army.pentagon.mil>. The information to be reported is as follows:

1. Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
2. Contract number, including task and delivery order number;
3. Beginning and ending dates covered by reporting period;
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
5. Estimated direct labor hours (including sub-contractors);
6. Estimated direct labor dollars paid this reporting period (including sub-contractors);
7. Total payments (including sub-contractors);
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
9. Estimated data collection 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 sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardization nomenclature provided on website);
12. Presence of deployment or contingency contract language;
13. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. If contract performance is completed before 30 September, the data can be entered upon contract completion rather than waiting for the end of the fiscal year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is 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.\*

\*For in-theater contracts, requiring activities have the option of requiring more frequent reporting.

**Uses and Safeguarding of Information.** Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

**Subcontract Data.** The contractor shall ensure that all reportable subcontract data is timely reported to this data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from the subcontractors.

**Reporting Flexibility.** Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight).

Compensation costs are defined in the reporting instructions at the Army web site designated above.

## **C.2. LIST OF LABOR CATEGORIES, JOB DESCRIPTIONS, AND REQUIRED QUALIFICATIONS**

### 1. Operations SME

#### a. Qualifications:

- i. Be deployable to the required theater of operations.
- ii. Wear uniforms as prescribed by the supported unit commander.
- iii. Bear arms as prescribed by the supported unit commander.
- iv. Bachelor of Science or Arts degree from an accredited college or university (desired)
- v. At least ten years experience in increasingly responsible positions in one or more military, academic or defense industry functional areas
- vi. Top Secret/Specialized Compartmented Information Security Clearance

#### b. Job Description:

- i. Possess experience at tactical formations – Brigade and up. Multiple combat, combat support and combat service support disciplines may be required or equivalent academic or defense industry functional areas.
- ii. Identify counter-IED capability gaps and provide recommendations on potential solutions.
- iii. Integrate emerging counter-IED technologies into current tactics, techniques and procedures and disseminate new TTPs as required.
- iv. Interface with Combatant Commands, joint organizations, and OGAs on actions related to Joint IED Defeat initiatives.
- v. Assist in identification, training, and integration of IED Defeat countermeasure technologies.
- vi. Provide updates as required to JIEDDO OPS to ensure relevance of the JIEDDO strategy and the joint counter-IED Common Operating Picture.
- vii. Provide support for the execution of JIEDDO strategic actions supporting the integration of multiple Joint IED Defeat solutions throughout DoD.
- viii. Provide Operations Records Management capabilities.
- ix. Assist in the analysis of COCOM Requests for Forces and approved deployment orders with respect to COCOM counter-IED support requirements using available Service automation systems.
- x. Assist in the development of counter-IED support policy and agreements with foreign partner nations in coordination with the appropriate DoD and State Department processes.

### 2. Planning SME

#### a. Qualifications:

- i. Bachelor of Science or Arts degree from an accredited college or university.

- ii. Fifteen years experience in increasingly responsible positions in one or more military, academic or defense industry functional area.
  - iii. Top Secret/Specialized Compartmented Information Security Clearance.
- b. Job Description:
- i. Provide planning and planning coordination support to JIEDDO strategic actions, integrating of multiple Joint IED Defeat solutions throughout DoD.
  - ii. Support the Military Decision Making Process, develop briefings, operational plans, and contingency plans for C-IED support requirements.
  - iii. Develop effective and feasible solutions and concepts of operations which support improvement of counter-IED systems interoperability and integration through modeling and simulation of proposed counter-IED technologies and tactics, training, and procedures (TTPs).
  - iv. Provide support to operational decision making through Course of Action development.
  - v. Compile and store counter-IED related material (information, data, studies, test reports, and operations reports) to conduct independent analysis of IED and counter-IED systems and processes.
  - vi. Compile and analyze data from selected actual IED events and activities.
  - vii. Provide modeling and simulation of these activities in a visual format readily understandable to commanders and staff of operational units to support their training programs.
  - viii. Integrate JIEDDO staff actions on all future (6-24 months) JIEDDO strategic goals and objectives.
  - ix. Develop CONOPS for new counter-IED initiatives as required.
  - x. Assist with the tracking and assessment of COCOM provided counter-IED US joint and coalition force urgent operational needs.
  - xi. Assist in the tracking and assessment of COCOM forces counter-IED capability gaps and priorities.
3. Information Operations SME
- c. Qualifications:
- i. Bachelor of Science or Arts degree from an accredited college or university.
  - ii. Fifteen years experience in increasingly responsible positions in one or more military, academic or defense industry functional area.
  - iii. Top Secret/Specialized Compartmented Information Security Clearance.
- d. Job Description:
- i. Provide EW, PSYOP, MILSEC, OPSEC and CNO integration expertise in support of C-IED initiatives ISO the COCOM.
  - ii. Develop IO initiatives that support JIEDDO's three lines of operations – attack the network, defeat the device and train the force.
  - iii. Report on/and/or managing the delivery and training for IO initiatives resourced by the JIEDDO (lifecycle).
  - iv. Provide JIEDDO leadership with situational awareness of all theater deployed IO initiatives including their resource status, effectiveness, and ownership (tactical, operational, strategic).
  - v. Provide IO planning expertise and the development and sustainment of the JIEDDO IO strategy in coordination with JIEDDO intelligence and operations and external organizations as required.
  - vi. Provide assessment and processing assistance to IO program owners for JIEDDO resourcing considerations.

#### 4. Training SME

##### a. Qualifications:

- i. Be deployable to the required theater of operations.
- ii. Wear uniforms as prescribed by the supported unit commander.
- iii. Bear arms as prescribed by the supported unit commander.
- iv. Bachelor of Science or Arts degree from an accredited college or university (desired)
- v. At least ten years experience in increasingly responsible positions in one or more military, academic or defense industry functional areas
- vi. Top Secret/Specialized Compartmented Information Security Clearance

##### b. Job Description:

- i. Provide direct counter-IED training support advice to a combatant commander and his forces before and after their deployment as required.
- ii. Possess experience at tactical formations – Brigade and up. Multiple combat, combat support and combat service support disciplines may be required.
- iii. Provide the capability to analyze TTPs and the supporting training and materiel solution inter-relationships. Observe, collect, develop, validate, and disseminate emerging IED Defeat tactics, techniques, and procedures (TTPs).
- iv. Assist in identification, training, and integration of IED Defeat countermeasure technologies.
- v. Identify tactical IED Defeat innovations for input to the services' training centers.
- vi. Manage internal JIEDDO training requirements.
- vii. Provide support to the Combat Training Centers (CTCs), units on Service installations, test sites and areas, interagency groups, and the Service's Training Commands in conducting requirements analysis, assessment, and definition of training requirements enabling the fusion of intelligence, operations, and materiel/non-material solutions in support of the C-IED mission.
- viii. Provide counter-IED training support to all Mission rehearsal Exercises and unit Battle Staff training as required.
- ix. Manage new counter-IED training support initiatives through delivery and Service transition.
- x. Conduct counter-IED training support initiative assessments.

#### 5. Intelligence SME

##### a. Qualifications:

- i. Be deployable to the required theater of operations.
- ii. Wear uniforms as prescribed by the supported unit commander.
- iii. Bear arms as prescribed by the supported unit commander.
- iv. Bachelor of Science or Arts degree from an accredited college or university.
- v. Fifteen years experience in increasingly responsible positions in one or more military, academic or defense industry functional area.
- vi. Top Secret/Specialized Compartmented Information Security Clearance.

##### b. Job Description:

- i. Provide intelligence and forensic expertise and support in CONUS and as a member of a deployed unit with respect to munitions exploitation.
- ii. Support intelligence operations.

- iii. Provide exploitation and asymmetric threat analysis including the identification, development, and integration of countermeasure technologies.
- iv. Provide multi-intelligence analysis and fusion in support of counter-IED efforts and operations executed by committed war fighting units, integrating existing national-level products and databases to provide an enhanced level of information support.
- v. Develop and integrate (for optimized employment of) enhanced Intelligence, Surveillance, and Reconnaissance assets.
- vi. Conduct multi-layered, multi-intelligence analysis to define patterns of IED network activity in order to narrow the search space to conduct CIED operations.
- vii. Provide intelligence targeting support products and “reach-back” support to forward-deployed elements as required.
- viii. Conduct adversary analysis to assist all COIC and JIEDDO divisions and selected key external agencies in achieving predicative counter-IED capabilities.

## 6. Operations Research Systems Analyst SME

### a. Qualifications:

- i. Be deployable to the required theater of operations.
- ii. Wear uniforms as prescribed by the supported unit commander.
- iii. Bear arms as prescribed by the supported unit commander.
- iv. Master of Science degree in an Operations Research-related discipline or completion of an equivalent course to the U.S. Army’s ORSA Military Applications Course.
- v. Ten years experience in increasingly responsible positions applying technical operations research techniques to the solution of military issues.
- vi. Top Secret/Specialized Compartmented Information Security Clearance.

### b. Job Description:

- i. Conduct assessments to determine effectiveness of counter-IED operations and the application of counter-IED capabilities.
- ii. Identify, develop, and analyze measures and metrics to gauge progress in the counter-IED fight.
- iii. Develop, administer and analyze surveys that gather commander and staff ideas and insights on the counter-IED fight.
- iv. Support course of action analyses and operations planning in the application of capabilities to defeat IEDs.
- v. Conduct analyses in support of operations, across staff elements and forces employed.
- vi. Conduct analyses to support the decision making process across all elements of the staff. Types of analyses include, but are not limited to trend identification and analysis that enable the commander and staff to define the characteristics of the local IED fight and resource allocation, scheduling and optimization
- vii. Assist in defining the optimal use of ISR assets in the counter-IED fight. Support the conduct of the Joint Intelligence Preparation of the Battle space (JIPB).
- viii. Serve as the Commander’s advisor on analyses to support decision needs.

- ix. Manage, analyze and visualize data using statistical software, geospatial software, spreadsheet and graphic presentation software, and develop customized tools for staff elements.
- x. Provide analytical tools, software development, and systems engineering support to ensure interoperability and integration of emerging counter-IED technologies and tactics, techniques and procedures.

**C.3. TASK ORDER FORMAT**

DATE OF TASK ORDER:

TASK ORDER TITLE:

PURPOSE/OBJECTIVE:

BACKGROUND (if available):

SERVICES TO BE PERFORMED (e.g. Level of Effort/ # of personnel / hours required)

MATERIAL/EQUIPMENT REQUIRED:

PERIOD OF PERFORMANCE:

GOVERNMENT FURNISHED MATERIAL/PROPERTY/EQUIPMENT/TRAINING:

PLACE(S) OF PERFORMANCE:

GOVERNMENT ESTIMATE:

CONTRACT DELIVERABLES (in addition to those required in the basic contract PWS):

**C.4. PERFORMANCE REQUIREMENTS SUMMARY MATRIX**

TASK/ DELIVERABLE	PERFORMANCE STANDARD	PERFORMANCE INDICATOR/ACCEPTA BLE LEVEL OF PERFORMANCE (ALP)	METHOD OF SURVEILLANCE	PERFORMANCE RATING
<p><b>High Quality Technical Performance</b></p>	<p><b>Contract requirements met with few minor and no significant problems encountered.</b></p> <p><i>Performance meets all technical and functional requirements, and is highly responsive to changes in technical direction and/or the technical support environment</i></p> <p><i>Personnel qualifications, assessments, evaluations, analyses, recommendations, and related input are thorough, reliable, highly relevant to contract requirements, and consist of substantial depth and breadth of subject matter expertise.</i></p> <p><i>Deliverable reports contain all required data.</i></p>	<p><b>Contractor technical performance meets all contract requirements. Adequate Key Personnel with appropriate qualifications including security clearances provided at least 90% of time. Problems that are encountered are minor and resolved in a satisfactory manner.</b></p>	<p><b>Routine Assessment of Workforce Qualifications and Availability of Resources</b></p> <p><b>Customer Comment</b></p> <p><b>Acceptance Sampling</b></p>	<p><b>Assignment of performance rating for QUALITY criteria:</b></p> <p><u>EXCEPTIONAL</u> <i>Performance meets all and exceeds many CONTRACT requirements. Performance delivered with no required re-performance/rework at least 99% of time; problems that are encountered are minor and resolved in a highly effective manner.</i></p> <p><u>VERY GOOD</u> <i>Performance and deliverables meet all and exceed some contract requirements. Performance delivered with no required re-performance/rework at least 95% of time; problems that are encountered are minor and resolved in an effective manner.</i></p> <p><u>SATISFACTORY</u> <i>Performance and deliverables meet all contract requirements. Performance delivered with no re-performance/rework at least 90% of time; problems that are encountered are minor and resolved in a satisfactory manner.</i></p> <p><u>MARGINAL</u> <i>Some contract requirements not met and/or performance delivered with re-performance/rework required more than 10% of time. Problems encountered were resolved in a less than satisfactory manner</i></p> <p><u>UNSATISFACTORY</u> <i>Many contract requirements not met. Numerous re-performances/reworks required. Substantial problems were encountered and inadequate corrective actions employed.</i></p>
<p><b>Adherence to Schedule</b></p>	<p><b>Contract milestones, periods of performance, and/or data submission dates are met or exceeded; highly qualified Key Personnel are available as required.</b></p>	<p><b>Contractor meets Contract delivery requirements at least 90% of the time (excluding government- caused delays).</b></p>	<p><b>Routine Inspection of Deliverable Products/ Services.</b></p> <p><b>Customer Comment</b></p> <p><b>Acceptance Sampling</b></p>	<p><b>Assignment of performance rating for SCHEDULE criteria:</b></p> <p><u>EXCEPTIONAL</u> <i>Contract milestones/ performance dates met or exceeded at least 99% of time (excluding government caused delays)</i></p>

				<p><u>VERY GOOD</u> Contract milestones/ performance dates met or exceeded at least 95% of time (excluding government caused delays)</p> <p><u>SATISFACTORY</u> Contract milestones/ performance dates met or exceeded at least 90% of time (excluding government caused delays)</p> <p><u>MARGINAL</u> Contract milestones/ performance dates met less than 90% of time (excluding government caused delays)</p> <p><u>UNSATISFACTORY</u> Contract schedule/performance dates met less than 80% of time</p>
<p><b>Cost Control</b></p>	<p>Contract labor controlled in efficient and effective manner; travel and ODCs effectively controlled.</p>	<p>Actual contract cost is maintained within 10% of originally awarded contract value; travel and ODCs effectively monitored and controlled.</p>	<p><b>Routine Inspection of contract Funds &amp; Manpower Performance Reports, Payment Invoices.</b></p> <p><b>Customer Comment</b></p> <p><b>Acceptance Sampling</b></p>	<p><b>Assignment of performance rating for COST CONTROL criteria:</b></p> <p><u>EXCEPTIONAL</u> Actual contract cost maintained within 100% of originally awarded contract value</p> <p><u>VERY GOOD</u> Actual contract cost maintained within 105% of originally awarded contract value</p> <p><u>SATISFACTORY</u> Actual contract cost maintained within 110% of originally awarded contract value</p> <p><u>MARGINAL</u> Actual contract cost maintained within 125% of originally awarded contract value</p> <p><u>UNSATISFACTORY</u> Actual contract cost exceeds 125% of originally awarded contract value</p>

### **C.5. Accounting for Contract Support**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including 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://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection 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 purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

(As part of its submission, the contractor shall 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 government fiscal year and must be reported by October 31 of each calendar year. Contractors may use a direct Extensible Markup Language (XML) data transfer to the data base server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system 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 SML direct transfer may be downloaded from the web site.)

## **C.6. Contractor Deployment Tracking**

In accordance with contract clause 252.225-7040 (g) (Deviation II), which states:

(g) Personnel data.

(1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including 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. This requirement excludes—  
Personnel hired under contracts for which the period of performance is less than 30 days; and  
Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guess account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) Registration in SPOT.

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spottracker>.

(v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or [SPOT@technisource.com](mailto:SPOT@technisource.com).

(3) 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 the data card.

#### CLAUSES INCORPORATED BY FULL TEXT

##### AMCAC 52.0223-4001, OSHA STANDARDS (OCT 1999)

Contractor must comply with all applicable OSHA standards.

#### CLAUSES INCORPORATED BY FULL TEXT

##### AMCAC 52.0237-4001, DOCUMENT REPORTING (OCT 1999)

The cover of each document produced by the contractor must contain, as a minimum, the information listed below:

- a. Name and business address of the contractor.
- b. Contract number.
- c. Total dollar value of the contract.
- d. Whether the contract was competitively or noncompetitively awarded and basis of award (technical, cost basis, best value, etc.).
- e. Requiring activity (including office identification and location) and responsible person within the organization.
- f. Disclaimer statement, such as, "The views, opinions, and findings contained in this document are those of the author(s) and should not be construed as official Department of the Army position, policy, or decision, unless so designated by other official documentation."

#### CLAUSES INCORPORATED BY FULL TEXT

##### AMCAC 52.0237-4004, IDENTIFICATION OF CONTRACTOR EMPLOYEES (OCT 2000)

a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other

mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.

c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars.

d. All contractor correspondence (written, facsimile, and email display) shall include their company name.

### TBC

### **TBC Requirements**

#### **Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (July 2008)**

All contractors ("contractors" herein below includes 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, when the person is or has been a victim of a severe form of trafficking in persons.

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 laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements. 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.

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

End

### **Reporting a Kidnapping (Dec 2007)**

To Report a Kidnapping Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- ... Who was kidnapped?
- ... Name
- ... Age
- ... Nationality and country of residence
- ... When did the incident occur?
- ... Where did it happen?
- ... How was the person kidnapped?

End

### **Armed Personnel – Incident Reports (July 08)**

All Contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I)/Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I/CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I/CJTF Commander relating to force protection and safety.

**For IRAQ: Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours.** The initial report will 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 ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): [roc.ops@aegisiraq.com](mailto:roc.ops@aegisiraq.com), DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMersed 870764061257.

For AFGHANISTAN: Report all incidents and use of weapons through your military chain of command, who will notify the JOC Watch at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) 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 JOC Watch duty officer will issue guidance for further reporting requirements.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US 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 Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC/JOC Watch.

End

### **Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (July 08)**

(1) 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. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, 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 protectives 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 electrophysiologic 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 8 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).

(3) 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.

(4) 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.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

End

### **Quarterly Contractor Census Reporting (July 08)**

The prime contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to [JCCLJ2J5J7@pco-iraq.net](mailto:JCCLJ2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-O0010.

End

### **Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (July 2008)**

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 US CENTCOM, Multi-National Force Commander and Multi-National Corps 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 US Armed Forces*;
- (2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; (MAR 2008)
- (3) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (4) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
- (5) US CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

b. **Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

c. **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

- (1) Documentation that each employee who will be armed under the contract received the following training:
  - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
  - (B) Law of Armed Conflict (LOAC);
  - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
  - (D) 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) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
- (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
- (5) A communications plan that, at a minimum, sets forth the following:
  - (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
  - (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
  - (C) How the contractor will coordinate transportation with appropriate military authorities.
- (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
  - (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
  - (B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
  - (C) 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.

d. **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

- (1) 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 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.
- (2) 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 U.S. and Host

- Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
- (3) Lapses in Training. Failure to successfully retrain an employee who is 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 to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.
- e. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) 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. 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 U.S. Government for use in Iraq and Afghanistan:
- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
  - (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
  - (3) US government Ball ammunition is the standard approved ammunition.
- f. **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 U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
  - (2) Carry weapons only when on duty or at a specific post;
  - (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; and
  - (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
- g. **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.
- h. **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will 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, though 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 humanity or respect; and
  - (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

i. ***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.

j. ***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

k. ***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, 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; and
- (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 referenced at paragraph (c)(5).

End

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
000102	Destination	Government	Destination	Government
000103	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-6

Inspection--Time-And-Material And Labor-Hour

MAY 2001

SECTION E

## Section E

## E.1. Government Quality Assurance

Agents of the Government (to include the Contracting Officer, Contracting Officer's Representative, and/or USG Quality Assurance Representatives (QARs)) will inspect for compliance with Contract terms throughout the Contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in the Performance Requirements Summary and the Performance Work Statement. The Government will monitor the Contractor's performance under this Contract by performing checks as contained in its Quality Assurance Surveillance Plan (QASP) and as outlined in FAR 52.246-6 "Inspection of Services—Time and Materials". Typical procedures include random sampling, planned sampling, scheduled inspections, observations, and validated customer comments.

## E.2. Acceptance

The Contracting Officer (KO) or a representative, as designated in writing by the KO as Contracting Officer's Representative (COR) will accept all work and effort under this contract, to include any deliverables or reports. Acceptance will be made for services satisfactorily performed during the term of this contract enabling payment to be made. Notwithstanding any provision to the contrary, the Government always reserves the right to withhold full payment based upon any failures it detects in the services rendered or supplies provided under this contract. Additionally, notwithstanding any provision to the contrary, the Government always reserves the right to see a refund for any payment made if it is subsequently discovered that the services or supplies were defective when performed or delivered, as applicable.

## E.3. Contractor Responsibilities

E.3.1. The contractor is responsible for carrying out its obligations under the contract by:

E.3.1.1. Controlling the quality of supplies or services;

E.3.1.2. Tendering to the Government for acceptance only those supplies or services that conform to contract requirements; and

E.3.1.3. Maintaining substantiating evidence, when required by the contract, that the supplies or services conform to contract quality requirements, and furnishing such information to the Government as required.

## Section F - Deliveries or Performance

SECTION F

## F.1. Warranties

F.1.1. The contractor warrants that it will provide personnel who possess the degree of skills and qualifications and who will perform to the levels expected in this industry of well-qualified persons.

F.1.2. The contractor warrants that services performed will conform to the requirements of this contract at the time at which they are performed.

F.1.3. The Government warrants that it will provide reasonable cooperation with the contractor and that the Government will promptly complete and render any performance owed by the Government under this contract. The Government also warrants and commits that it will not interfere with the contractor in the performance of the contractor's obligations under this contract, unless such interference is required for the protection of persons or property. The Government expressly acknowledges and agrees that any unauthorized interference by the Government with the performance of the contractor may entitle the contractor to an equitable adjustment in costs, delivery, or other terms and conditions of this contract. The Government warrants that, to the best of its knowledge and belief, all information and data provided by the Government will be accurate and complete and that if such information is not accurate and complete, the contractor may be entitled to an equitable adjustment in costs, delivery, or other terms and conditions of the contract.

F.1.4. The contractor warrants that any subcontractor it utilizes in the performance of this contract will not be ineligible for Government contracts or subcontracts by virtue of its being suspended or debarred from Government contracts.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-APR-2008 TO 03-APR-2013	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	POP 04-APR-2008 TO 03-APR-2013	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

TBC**TBC Requirements****WEAPONS – SPECIAL SHIPPING INSTRUCTION (May 2008)**

- All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- 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.
- 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

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

## a. The Contracting Office representative is:

Name: \_\_\_\_\_ (b) (6)

Organization Code: \_\_AMSRD-ACC-CC\_\_\_\_\_

Telephone Area Code and Number: \_\_\_\_\_ (b) (6)

DSN: \_\_\_\_\_ (b) (6)

FAX: \_\_410-306-3737\_\_\_\_\_

Email: \_\_\_\_\_ (b) (6) \_\_\_\_\_

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: Defense Finance & Accounting Service - Indianapolis Center  
Director of Network Operations, Dept. 3180 (3700)  
8899 E. 56<sup>th</sup> Street  
Indianapolis, IN 46249

Telephone Inquiries: (888) 332-7366

Email: pao.dfas-in@dfas.mil

INVOICING INSTRUCTIONS  
**INVOICING INSTRUCTIONS**

**THE CONTRACTOR SHALL FAX ALL INVOICES TO THE DCMA OFFICE LISTED WITHIN BLOCK 7 OF THE SF30. THE DCMA OFFICE WILL REVIEW THE CONTRACTOR'S INVOICE AND ENSURE THAT IT ACCURATELY REFLECTS THE SERVICE PERFORMED AND IS IN ACCORDANCE WITH THE STATEMENT OF WORK. THE DCMA OFFICE WILL EITHER CERTIFY ACCEPTANCE OF INVOICE OR DISAPPROVE THE INVOICE. INVOICES THAT ARE NOT APPROVED WILL CLEARLY EXPLAIN THE REASON FOR DISAPPROVAL. THE DCMA OFFICE WILL FORWARD THE INVOICE TO THE APPROPRIATE DFAS OFFICE.**

TBC  
**TBC Requirements**

**Local National Employment, Materials, & Subcontract Reporting (July 2008)**

The contractor shall report socio-economic status on monthly invoices. Fill in the following information on each invoice or as an attachment to the invoice.

Total Local National (LN) (Iraqi/Afghani citizens or legal residents residing in Iraq/Afghanistan) employed during the invoice month.

Total: \_\_\_\_\_

LN Men: \_\_\_\_\_

LN Females: \_\_\_\_\_

\*(Gender breakdown is for statistical purposes only)

Total Non-LN Employed\*:

Total: \_\_\_\_\_

Male: \_\_\_\_\_

Female: \_\_\_\_\_

\*(Gender breakdown is for statistical purposes only)

Names of LN Subcontractors and Suppliers used during invoice period:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Itemization of Principal Materials / Services procured during the invoice period:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of Materials of LN manufacture procured during the invoice period:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

End

## Section H - Special Contract Requirements

ARMING FOR DOD CONTRACTORS**H.2. ARMING FOR DOD CONTRACTORS**

## U.S. CENTCOM PERSONAL PROTECTION ARMING FOR DOD CONTRACTORS (13 June 2007)

Contractor agrees to comply with, and to insert into all subcontracts where persons will be armed for personal protection, this contract clause and its requirements as provided below. Applicable U.S. CENTCOM arming requests shall include this clause. All required Contractor deliverables and reporting requirements under this contract clause shall be provided to the responsible Government Contracting Officer for this contract unless otherwise specified below or in designated written delegation authority to the cognizant Government Contracting Officer Representative (COR).

1. Definitions and personal protection arming.

a. **Definitions.** In reference to the arming of contractor provisions of this contract, the term Contractor means all persons or entities, including subcontractors at any tier, who have entered into a contract with any U.S. Department of Defense (DoD) entity or temporary organization under the direction and control of the Secretary of Defense, where said Contractor has employees who request arming for personal protection and are present in Iraq pursuant to such contract.

b. **Personal protection arming.** Contractor employees in Iraq may request personal protection arming only as provided pursuant to U.S. CENTCOM or delegee orders, guidance or instructions. All personal protection arming requests shall be voluntary and will contain information required by U.S. CENTCOM or subordinate commands' orders or regulations, as well as the endorsement of coordination with the supported DoD command.

2. U.S. CENTCOM Compliance. Contractor shall comply with all procedures and requirements contained within U.S. CENTCOM messages.

a. A lapse in training required by this contract voids any existing arming approval for the individual whose training has lapsed. A contractor employee whose training has lapsed shall not carry a weapon until training is accomplished and the Government Contracting Officer Representative (COR) on this contract has been notified and determined that all required training has been completed.

b. Contractor agrees to obey U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives, including orders pertaining to arming of private security companies. Contractor will ensure that all contractor employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract have been trained or documentation has been completed.

3. Authorized Weapons and Ammunition List. The items authorized for use by the Contractor shall be defined by the U.S. CENTCOM or designee (MNF-I or MNC-I at present) weapons authorization in accordance with U.S. CENTCOM policy, orders and regulations. The weapons and ammunition authorization shall be incorporated as a part of this contract and all of its provisions shall be complied with by the Contractor and its employees receiving such authorization.4. Background and Qualification Investigations. Contractor agrees to undertake investigations of background and qualifications of contractor personnel and certify that all persons armed under this contract are not prohibited under U.S. law to possess firearms, to include compliance with the Gun Control Act of 1968, paragraph (g) and (d).

- a. The Contractor shall provide the Government Contracting Officer with a plan for accomplishing background checks within 15 days after request is made to arm an employee for personal protection, to include compliance with applicable provisions of the Gun Control Act of 1968, paragraph (g) and (d). The Government may require the Contractor to make changes or additions to the proposed background check plan until it is found acceptable to the Government Contracting Officer.
  - b. The Contractor shall verify with MNC-I Provost Marshal that no employee has been ban-ed by any commander from any installation or major subordinate command within Iraq prior to hiring any employee.
5. Written Acknowledgement of Liability. Contractor acknowledges, by signing this contract or subcontract, that employees armed in relation to this contract and the use of weapons could subject the Contractor and their employees to United States and Host Nation prosecution and civil liability. The term Host Nation refers to nation or nations where services under this contract are performed. The Contractor shall obtain an acknowledgement from all employees armed under this contract within 10 days of award to its subcontractor(s) that violations of applicable rules for the use of force or that the use of weapons can result in termination of authorization to can-y weapons on this contract and subject Contractor and Contractor's employees to United States and Host Nation criminal and/or civil liability. Contractor shall verify that all subcontractors insert this acknowledgement of liability clause and the clause regarding written acknowledgement clause, in the paragraph immediately following in all subcontracts at any tier to this contract. Contractor further acknowledges in accordance with paragraph 6.3.5.3.7 of DoDI 3020.41 that proof of authorization must be carried by each employee or subcontractor carrying weapons under this contract; that contingency Contractor personnel may possess only U.S. Government-issued and/or approved weapons and ammunition for which they have been qualified under the provisions of this contract; personnel armed for personal protection were briefed and understand limitations on the use of force; and authorization to possess weapons and ammunition may be revoked for non-compliance with established rules for the use of force.
6. Written Acknowledgements. Contractor will comply with the acknowledgement and training requirements in DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, and other training or requirements specified by the Government Contracting Officer for this contract. Contractor hereby agrees that it will comply with the following requirements for all employees, employed at the time of signing this contract and subsequently hired.
- a. Weapons Training. The Contractor will provide individual weapons familiarization training for all employees who will carry weapons under this contract to include battlesight zero (on weapons capable of such adjustment) that each Contractor will be utilizing. Training will be accomplished to U.S. Army weapons qualification standards and will be communicated to the Contractor by the Government Contracting Officer, unless another standard of qualification substantially meeting U.S. Army weapons qualification standard is agreed in advance (e.g., for AK-47s). This training may be specified by the Government Contracting Officer or designated representative. Weapons training will be documented on a weapons qualification fonus DA Form 88-R and DA Form 3595-R or such records or fonus that may be specified by the Governmunt Contracting Officer or designated representative. This training shall be conducted on a repetitive basis at least every twelve months.
  - b. Law of Armed Conflict (LOAC) and Rules for Use of Force (RUF).
    - (1). The Contractor will provide training on LOAC and RUF as specified by the Government Contracting Officer or designated representative. Contractors who are armed under this contract will obtain a signed written acknowledgement form for each of their employees authorized to bear weapons under this contract that they have been briefed on LOAC, RUF and understand the differences between rules of engagement (ROE) and RUF, namely that RUF controls the use of weapons by Contractors employed by the United States Government and that the Contractor may not use ROE at any time for use of force decisions.
    - (2). LOAC and RUF training will be documented as specified by the Government Contracting Officer or designated representative. The Contractor shall briefRUF to its employees armed under this contract not

less than on a weekly basis, and such training shall be documented and made available to the Government Contracting Officer upon request within 24 hours of such request. Contractor shall provide refresher LOAC training to its employees armed under this contract every six months. In particular, LOAC training will include restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries. LOAC training will also will discuss requirement to render first aid to the best of the Contractor's ability and contact medical response units to obtain medical care for wounded, safety permitting. LOAC training will also include training contractors armed under this contract on requirement to report all escalation of force incidents pursuant to current MNF-I and MNC-I orders. Contractors will train all employees armed under this contract that they must comply the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see <http://www.unhcr.ch/html/menu3/b/91.htm>) in accordance with DoDI 3020.41. A copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949, must be given to all employees authorized to carry weapons.

- c. Screening of Employees. The Contractor will perform background checks and screening of their employees to include determining if any employee is prohibited from possessing or carrying a weapon or ammunition under applicable United States law. This determination will include an individual certification that each employee has not been convicted of a domestic violence crime on DO Form 2760, Qualification to Possess Firearms or Ammunition, or other forms specified by the Government Contracting Officer or designated representative.
  - d. Documentation/Inspection. Contractor will provide copies of documentation and acknowledgements to the Government Contracting Office for inspection as soon as possible but not later than 15 days after an employee has been approved for arming and such approval has been communicated to the Contractor. Contractor shall not be permitted to carry weapons until required acknowledgements, forms and information is received, found acceptable by the Government Contracting Office, and arming authorization is granted. Contractor will provide required training, documentation and acknowledgements for each employee subsequently hired after contract award within 15 days of their arrival in Iraq unless otherwise agreed by the responsible Government Contracting Officer for this contract.
  - e. Retention and Review of Records. The Contractor shall maintain records on weapons training, LOAC, RUF and screening of employees for the duration of this contract and a six month time period after contract termination or expiration. The Contractor shall make records relating to weapons training, LOAC, RUF and screening of employees available to the Government Contracting Officer or designated representative at no additional cost to the government within 24 hours of any request.
7. Communication Plan. The Contractor shall describe a communications plan to include a description of how relevant threat information will be shared between contractor security personnel and U.S. military forces, including how appropriate assistance will be provided to contractor security personnel who become engaged in hostile situations in accordance with DoDI 3020.41, paragraph 6.3.5.3.3. The Contractor shall also include a proposed plan to coordinate transportation with appropriate military authorities in accordance with DoDI 3020.41, paragraph 6.3.5.3.2 requirements concerning same. The communication plan will be coordinated with military units responsible for areas that Contractor will be transiting through.
  8. Reporting. Contractor will report quarterly to the Government Contracting Officer responsible for this contract (or designated representative), and any other organization designated by the Government Contracting Officer, the number of civilians and contractors armed under this contract, general scope of work of the armed employees and the contract number of their current contract or subcontracts that have employees armed under this contract or arming authorization. The information under this reporting requirement will be due not later than 1 January, 1 April, 1 July, 1 October and 31 December of each year, and will commence on the first reporting date (above) that occurs after arming authorization is granted by the appropriate authority (e.g., U.S. CENTCOM, MNF-I or other organization authorized under the provisions of DoDI 3020.41).

9. Jurisdiction. 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. Each employee shall execute a written acknowledgement of receipt of notification. The Contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the Government Contracting Officer. Questions concerning the applicability of this clause should be directed to the Government Contracting Officer.
10. Export Control and Foreign Disclosure Compliance.
  - a. The work may require contractors to export defense articles, technical data, defense services, and/or technology governed by the Arms Export Control Act, International Traffic in Arms Regulations, Export Administration Regulations and all other applicable federal laws, executive orders and regulations. Contractor shall be required to comply with all such laws, executive orders and regulations and shall be required to furnish to the Government Contracting Officer as evidence of compliance.
  - b. Any potential disclosure regarding defense articles, defense services and/or technical data to a foreign source or foreign party under the resultant contracts, the awardees must comply with the National Disclosure Policy-I (NDP-I) and National, DoD and Army security regulations, including the National Industrial Security Policy Manual (NISPOM).
11. Law of War Reporting Requirements. Contractor must comply with the provisions of DoD Directive 2311.0 I, 000 Law of War Program, 9 May 2006, stating policies and responsibilities ensuring DoD compliance with the law of war responsibilities of the United States. The reporting requirements for this program are in addition to the escalation of force reporting requirements. Provisions of this Directive that are applicable to the Contractor include:
  - a. Compliance with the law of war: paragraph 4.1 provides that the 000 Contractor complies with the law of war during all armed conflicts, however such conflicts are characterized, and in all other military operations.
  - b. Definition of Reportable Incident: paragraph 3.2 provides criteria for reportable incidents, e.g., that a reportable incident shall be based on credible information.
  - c. Application of Policy to Contractors: DoDD 2311.01 extends reporting requirements and compliance with specified policies contained in the Directive to Contractors in paragraph 4.2. This Directive also includes several provisions requiring oversight of Contractors, including paragraph 5.7.4 (work statements must comply with the policies in this Directive and contractors must have programs to prevent violations of the law of war by their employees and subcontractors); paragraph 5.8.7 (incident reports must be forwarded for review for prosecutory action); and paragraph 6.3 (requiring incident reporting through the chain of command and to the commander of the unit they are accompanying or the installation to which they are assigned, or to the Combatant Commander).
  - d. DoDD 2311.0 I can be found at the following link:  
<http://www.dtic.mil/whs/directives/corres/html/231101.htm>
12. Firing of weapons, reporting and investigations. Contractor shall comply with reporting and investigation requirements regarding Contractor employees' firing of their weapon per MNF-I and MNC-I Commander's orders and guidance and have each employee execute a written acknowledgement of receipt of notification. Reports will be submitted to the Government Contracting Officer Representative (COR) for their distribution through to the Government Contracting Officer and the proper command channels as directed by MNF-I and MNC-I Commander's order or guidance.

13. Contractor Employee Acknowledgment. Contractor shall require all employees to review, understand/comprehend and sign the following items as discussed above, which are incorporated by reference to this contract.
- a. The U.S. CENTCOM Message, MNF-I and MNC-I FRAGOs (current at the execution or modification of this contract) regarding civilian arming.
  - b. Individual acknowledgements for each employee.
  - c. U.S. CENTCOM Rules for the use of Force (RUF).
  - d. DD Form 2760, Qualification to Possess Weapons and Ammunition. e. LOAC Training.
  - e. LOAC Training

## CONFLICT OF INTEREST

### **H.1. CONFLICT OF INTEREST**

The contractor acknowledges that it is familiar with FAR 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the FAR.

The contractor agrees, with respect to performance of this contract to abide by the following Conflict of Interest Provision.

#### Proprietary Data Exclusions

(a) If performance requires the contractor to obtain data from another firm or data from another firm via Government channels which is considered proprietary, the contractor shall agree in writing with such other firms to protect such data from unauthorized use or disclosure until it is no longer considered proprietary. Once copy of such agreement shall be provided to the Contracting Officer no later than thirty days after its execution.

(b) If performance requires the contractor to obtain data from another firm which is considered proprietary, the contractor shall not utilize such data in supplying the systems or components thereof either by prime or subcontract, with the Government, the prime contractor, or any level of subcontractor.

(c) For the purpose of this clause, proprietary data does not include data which is (i) known to the receiving party at the time of disclosure, (ii) in the public domain, or (iii) disclosed to the contractor from another source without violation of the agreement required by subparagraph (a) above.

#### Performance Exclusions

(a) If performance of any effort requires the contractor to supply technical support for systems or projects with which the contractor is already directly concerned, either by prime or subcontract, with either another firm or the Government, including, and particularly, the cognizant DoD Program or Project Manager, the contractor shall so immediately inform the Contracting Officer. The specific effort may be withdrawn in writing at the discretion of the Contracting Officer without recourse by the contractor. Such withdrawal shall be final and not subject to the "Disputes" (FAR 52.233-1) clause of any resulting contract.

(b) Further to subparagraph (a), above, the contractor shall not undertake performance of any effort which requires it to supply technical

support regarding such systems until the notice required by subparagraph (a) is given, and written consent to proceed is issued by the Contracting Officer.

(c) Failure of the Contractor to provide the notice required by subparagraph (a) may result in contract termination. If the contracting Officer is made aware that the contractor should have withdrawn, such withdrawal shall be final and not subject to the "Disputes" clause of this contract.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### AMCAC 52.0216-4008, PREPARATION OF COST PROPOSALS FOR TASK ORDERS (JAN 2000):

The Contractor shall submit his written cost proposal based upon the task to be performed. He shall provide the following, as appropriate:

- a. Number of hours by category of labor.
- b. Hourly rate of each labor category.
- c. List of materials/equipment with copy of supplier quotes.
- d. Travel requirements to include number of trips, locations, means of transportation, per diem, etc.

##### AMCAC 52.0228-4001, INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman's compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None
Automobile Liability	\$200,000	\$500,000	\$20,000

##### AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

TBC

**TBC Requirements**

### **Compliance with Laws and Regulations (July 2008)**

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

End

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007

52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-2	Production Progress Reports	APR 1991
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	DEC 2006
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	DEC 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **the end of the performance period**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **the total estimated amount of the contract**;

(2) Any order for a combination of items in excess of **the total estimated amount of the contract**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 66 months after date of contract award.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7008 REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (JUL 2008)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (22 CFR Parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data. The term ``defense items" includes information and technology.

(2) Items, defined in the EAR as ``commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1. Regarding the release of items subject to the EAR to foreign nationals within the United States, ``items" only include technology and software source code (and not commodities) subject to the EAR.

(b) The parties anticipate that, in the performance of this contract, the Contractor will generate or need access to export-controlled items.

(c) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to the ITAR and with the Department of Commerce regarding any questions relating to the EAR.

(d) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(e) Nothing in the terms of this contract is intended to change, supersede, or waive any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401-2420);

(2) The Arms Export Control Act of 1976 (22 U.S.C. 2751 eteq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701-1707);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

(6) Executive Order 13222, as extended;

(7) DoD Directive 2040.2, International Transfers of Technology, Goods, Services, and Munitions; and

(8) DoD Industrial Security Regulation (DoD 5220.22-R).

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that are expected to involve access to or generation of export-controlled items.

(End of clause)

#### 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

(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.

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

(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) 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. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of 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.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

- (i) Identify all personnel who are subject to military mobilization;
  - (ii) Detail how the position would be filled if the individual were mobilized; and
  - (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
  - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
- (1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
  - (ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
- (i) Are adequately trained to carry and use them--
- (A) Safely;
  - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
  - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
  - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
  - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
- (1) Contingency operations;
  - (2) Humanitarian or peacekeeping operations; or
  - (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

AMCAC 52.0216-4002, MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER  
CONTRACT OMBUDSMAN (JUN 2001)

a. In accordance with FAR 16.505(b)(4), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Mr. Steven R. Bryant  
U.S. Army Research, Development & Engineering Command Acquisition Center  
(RDECOM AC)  
ATTN: AMSRD-ACB  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013

Telephone: (410) 278-0834  
Facsimile Number: (410) 278-0971  
E-mail Address: steven.bryant3@us.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made with 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	4	17-APR-2008

DD FORM 254 REVISION 3

DD Form 254 Revision 3 dated 8 July 2008