

2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 13-Nov-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC IHEODTD 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 paulette.bowman@navy.mil 301-744-6663	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Strategic Analysis, Inc. 4075 Wilson Blvd, Ste 200 Arlington VA 22203		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5605-FG01 10B. DATED (SEE ITEM 13) 17-Dec-2009
CAGE CODE 44609	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Judit Gates, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kay V Proctor, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Judit Gates (Signature of person authorized to sign)	15C. DATE SIGNED 12-Nov-2014
	16B. UNITED STATES OF AMERICA BY /s/Kay V Proctor (Signature of Contracting Officer)
	16C. DATE SIGNED 13-Nov-2014

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GENERAL INFORMATION

The purpose of this modification is to 1) Realign funding from SLIN 4008-08 to 6008-04, 2) Revise Allotted Cost and Allotted Fee and revise cost breakdown for TI# 07 and 3) Correct Line of Accounting. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

1. Funding is realigned as follows:

SLIN 4008-08, ACRN AV, is decreased by [REDACTED] from [REDACTED] to [REDACTED]
 SLIN 6008-04, ACRN AV, is increased by [REDACTED] from [REDACTED] to [REDACTED]

2. Revise Section G - Contract Administration Data

See revised Allotted Cost and Allotted Fee for SLIN's 4008-08 and 6008-04.
 See revised Cost breakdown for TI# 07

3. The Line of Accounting information is hereby changed as follows:

SLIN 400808:

From: AV 97 20142015**40400D** 1320 CM0 3M-2014.IT-03. COREM.A-DARPA-251-HR001141095102-000-20602303E00 012199

To: AV 97 20142015**40400D** 1320 CM0 3M-2014.IT-03. COREM.A-DARPA-251-HR001141095102-000-20602303E00 012199

SLIN 600804:

From: AV 97 20142015**40400D** 1320 CM03M-2014.IT-03. COREM. A-DARPA-251-HR001141095102-000-20602303E00 012199

To: AV 97 20142015**40400D** 1320 CM03M-2014.IT-03. COREM. A-DARPA-251-HR001141095102-000-20602303E00 012199

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400808	Fund Type - TBD	[REDACTED]	[REDACTED]	[REDACTED]
600804	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	DIRO Administrative and Technical Support. (Fund Type - TBD)	1.0	LO			
400001	R425	Incremental Funding (Fund Type - OTHER)					
400002	R425	Incremental Funding (Fund Type - OTHER)					
400003	R425	Incremental Funding (Fund Type - OTHER)					
400004	R425	Incremental Funding (Fund Type - OTHER)					
400005	R425	Incremental Funding (Fund Type - OTHER)					
4002	R425	DIRO Administrative and Technical Support. (Fund Type - OTHER)	1.0	LO			
400201	R425	Incremental Funding (Fund Type - OTHER)					
400202	R425	Incremental Funding (Fund Type - OTHER)					
400203	R425	Incremental Funding (Fund Type - OTHER)					
400204	R425	Incremental Funding (Fund Type - OTHER)					
400205	R425						
4004	R425	DIRO Administrative and Technical Support. (Fund Type - OTHER)	1.0	LO			
400401	R425	Funding (Fund Type - OTHER)					
400402	R425	Funding (Fund Type - OTHER)					
4006	R425	DIRO Administrative and Technical Support. (Fund Type - OTHER)	1.0	LO			
400601	R425	Incremental Funding Only (Fund Type - OTHER)					
4008	R425	DIRO Administrative and Technical Support. (Fund Type - TBD)	1.0	LO			
400801	R425	Funding (Fund Type - OTHER)					
400802	R425	Funding (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400803	R425	Funding (Fund Type - OTHER)					
400804	R425	Funding (Fund Type - OTHER)					
400805	R425	Funding (Fund Type - OTHER)					
400806	R425	Funding (Fund Type - OTHER)					
400807	R425	Funding (Fund Type - OTHER)					
400808	R425	Funding (Fund Type - TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	TOTAL ODC's NOT TO EXCEED ██████████ FOR CLIN4000. (Fund Type - TBD)	1.0	LO	██████████
600001	R425	Incremental Funding (Fund Type - OTHER)			
600002	R425	Incremental Funding (Fund Type - OTHER)			
600003	R425	Incremental Funding (Fund Type - OTHER)			
600004	R425	Incremental Funding (Fund Type - OTHER)			
6002	R425	TOTAL ODC's NOT TO EXCEED ██████████ FOR CLIN4002. (Fund Type - OTHER)	1.0	LO	██████████
600201	R425	Incremental Funding (Fund Type - OTHER)			
600202	R425	Incremental Funding (Fund Type - OTHER)			
600203	R425	Incremental Funding (Fund Type - OTHER)			
600204	R425	Funding (Fund Type - OTHER)			
6004	R425	TOTAL ODC's NOT TO EXCEED ██████████ FOR CLIN 4004. (Fund Type - OTHER)	1.0	LO	██████████
600401	R425	Funding (Fund Type - OTHER)			
600402	R425	Funding (Fund Type - OTHER)			
6006	R425	TOTAL ODC's NOT TO EXCEED ██████ FOR CLIN 6006. (Fund Type - OTHER)	1.0	LO	██████
6008	R425	TOTAL ODC's NOT TO EXCEED ██████████ FOR CLIN 4008. (Fund Type - TBD)	1.0	LO	██████████
600801	R425	Funding (Fund Type - OTHER)			
600802	R425	Funding (Fund Type - OTHER)			
600803	R425	Funding (Fund Type - OTHER)			
600804	R425	Funding (Fund Type - OTHER)			

TASK ORDER MANAGER (TOM)

a) The Task Order Manager for this task order is:

Name: Dawn Tolson

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Address: 4072 North Jackson Road
Indian Head, MD 20640
dawn.tolson@navy.mil
301-744-4469

(b) The Alternate TOM for this contract is:

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

STATEMENT OF WORK

FOR

PROFESSIONAL SUPPORT SERVICES

FOR THE OFFICE OF THE DIRECTOR (DIRO)

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)

1.0 GENERAL

1.1 Introduction

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

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

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

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1.2 Scope

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

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

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

DARPA functional areas:

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

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

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

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

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

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

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

2.0 REQUIREMENTS

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

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

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

2.1 CLIN 4000 – DIRO ADMINISTRATIVE AND TECHNICAL SUPPORT

The Defense Advanced Research Project Agency (DARPA) seeks to obtain professional services support for the Director's Office (DIRO) to provide management and coordination of daily logistics and scheduling/planning activities, correspondence to outside organizations, set up and coordinate CONUS/OCONUS travel for Government and non-Government personnel in accordance with the Joint Travel Regulations, facilitate communications with other DARPA offices, provide database development and maintenance, business and other general administrative and professional office support, and research tasks as required. The Contractor shall coordinate efforts between and among the various DARPA groups/offices to accomplish or facilitate assigned tasks. The Contractor shall monitor progress and maintain appropriate records. To effectively accomplish the required tasks, personnel must be flexible, understand DARPA business operations, agency information management systems and the program support requirements, and have excellent communication skills. The Contractor support staff shall be knowledgeable of DARPA's Distribution Statement A Request (DISTAR) application for use in processing and obtaining authorization to public release for DARPA information, presentation material, etc. The Contractor must also be knowledgeable and proficient in the use of the Defense Travel System (DTS). For classified efforts, contractor support personnel must possess a current Top Secret Clearance with current SCI eligibility.

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2.1.1 RESEARCH AND VERIFICATION SUPPORT

The Contractor shall assist in drafting strategic and technical plans and conducting research and risk analysis/assessment. The Contractor shall provide research expertise for risk, benefit and transition analysis; program assessment; and military utility application.

The Contractor shall perform research and information and reference gathering on assigned topics to include information found in the public domain such as on the internet, in technical journals and professional printed material, as well as in DoD Instructions and Regulations, General Accounting Office (GAO) findings, statutory requirements, human resource files, agency information systems, files and other information held by DARPA technical and administrative offices, and legal case files.

Additionally, the Contractor shall analyze both DARPA generated and external obtained information regarding DARPA's rights/permission to use/quote information in a public venue or release to persons or agencies external to DARPA. The Contractor shall advise DARPA staff regarding the policies that govern the release and or the use of information including the determination if information may be released outside the DoD and/or DARPA in accordance with governing statutes, policies, and directives for the public release, use, and export-control of information.

The Contractor shall draft, provide technical input, and review a variety of actions, reports, and documentation for completeness. This task may include the research and verification of information and preparation of executive level reports. These documents relate to functions such as employment, legal actions, security and other items that fall under the purview of the DIRO staff. In performance of these tasks, the contractor should be knowledgeable of hiring authorities, patent processing, and security procedures.

2.1.2 DOCUMENTATION and WEB SITE SUPPORT

The Contractor shall organize, track, and ensure the quality of all written correspondence. The Contractor shall designate a lead correspondence control individual and backups who are adept in the use of proper grammar, editing without changing author intent, and well versed in standards for proper structure, format, salutations and closings for various types of written material including letters, memos, speeches, presentations, formal documentation and reports. The Contractor shall also prepare draft responses, reports, or information papers; perform preliminary edits of written material for external release; assist with the preparation of Congressional Reports, After Action Reviews and Lessons Learned; and prepare trip reports, and reports for and responses to Congress or other external agency inquiries, as directed.

The Contractor shall provide assistance in writing responses, documents, and reports; and compiling information on DARPA programs to include developing the strategic plan and testimony for delivery to Congress. Contractor personnel shall organize and integrate a prolific amount of information about DARPA's current research efforts and policies into concise coherent packages/presentations. Among these tasks are the preparation of a variety of advance information and planning packages for incoming staff, including Interns, Liaisons, Fellows, Program Managers, etc. The Contractor will draft information package materials relying on information provided by DARPA personnel and gleaned from DARPA Regulations and Instructions. The Contractor shall edit, update and reorganize the packages as necessary. Some of the material will focus on DARPA Research Areas while other sections will focus on processes, guidelines and instructions. The Contractor is responsible for

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preparing and distributing multiple copies of the approved package.

The Contractor shall manage all requests for information, general correspondence, suspense documents, briefing charts, reports, submissions and forms based on the particular office being supported. As designated by the client, the Contractor shall draft/recommend responses for general and routine inquiries and requests for information based on searches of DARPA and external information, and distribute, track and schedule items requiring action. The Contractor shall ensure accountability, receipt, review and responses for the hundreds of documents handled by the DIRO staff annually. These efforts may include documenting, cataloging and storing legal opinions, media articles and broadcasts, Congressional inquiries and responses, documents requested and provided under the Freedom of Information Act (FOIA), images, multimedia files and slide, public release and media requests, and memoranda of agreement or understanding. The Contractor must ensure that all material is filed and easily retrievable.

The Contractor shall maintain and update a list of contacts and directories for active and alumni DARPA personnel and Military Service, Industry, Academia, Research Organizations, media, and other government Agency Partners and point of contacts (POCs), as appropriate, for the functional area being supported. Provide progress reports and program briefing material or other products, as required.

The Contractor shall prepare annual and/or quarterly reports for the DARPA Director's Office that document the activities/accomplishments and lessons learned in support of various programs and events, such as the Service Chief's Intern Program (SCIP), Operational Liaisons, fellowships, workshops, international meetings, symposia, etc.

The Contractor shall develop, maintain and update the DARPA website providing innovative tools and applications to facilitate currency and content development, including multimedia content. As required, launch other websites that support DARPA special events and activities that may include symposia, workshops and off-site meetings. The Contractor shall provide expert and technical support to include developing, enhancing and updating the DARPA website, web pages, SharePoint, Facebook or other sites.

2.1.3 KNOWLEDGE MANAGEMENT SUPPORT

The Contractor shall design, maintain and monitor a variety of data collection tools, including automated data bases to assist in recording and documenting information, events and accomplishments on behalf of DIRO. The various spreadsheets produced by these databases are used as management tools, for historical documentation of accomplishments, transaction, and transitions, resource planning and justification, recording decisions or findings, tracking research/program progress, and documenting internal/external agreements. Examples of some of these data collection tools would relate to pending actions; patent rights, invention disclosures, confirmatory licenses, and other patent related information; Memorandum of Agreements/Memorandum of Understandings (MOAs/MOUs); International Agreements; technology transitions; DARPA approved programs; Wide Area Work Flow documentation; seedling and technology focus; public release requests, program manager interest areas; FOIA requests, and media inquiries, responses, articles and multimedia products.

The Contractor shall prepare, track, and analyze strategic planning, focus research areas; provide assistance to program managers for evaluating innovative ideas; provide assistance with source selection processes and evaluating the progress and accomplishments of research areas; and

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prepare results for decision makers in the continuation of a particular research area. This support applies to small business research, emerging technologies and proof of concept. The contractor shall be aware of DARPA's current business practices. The contractor shall develop, review, and keep track of all program documentation for completeness and consistency with the program goals and broader program objectives. The Contractor shall create, maintain and archive pertinent program documentation in the required computer applications environment including, but not limited to, solicitations and their evaluations, briefings, award instruments, and deliverables. In addition, this may include creating and maintaining bibliographic and abstract databases, and technical documentation libraries.

The Contractor shall provide the necessary electronic system, documentation, and support for tracking DARPA procurement/solicitation activities. The contractor shall have a current understanding of the Government and DARPA scientific review processes and required documentation.

The Contractor shall gather information and assist in preparing program approval documents and contract specific financial execution documentation such as ARPA Orders (AOs)/Program Guidance(s) (PGs), Military Interdepartmental Purchase Requests (MIPRs), including all appropriate justification and approval documents.

The Contractor shall perform periodic spot checks to ensure accuracy and completeness of the spreadsheet, database, records and/or application. Depending on the position, these may include human resource data bases, small business, iEdison, mandatory training, or annual reports submission (such as Financial Disclosures, DIRO Security Clearance, etc.).

As required, the Contractor shall provide timely data entry into a variety of databases appropriate for the assigned office, such as time and attendance, financial, contract and accounting documentation, legal patent reporting, invention disclosure, Intellectual Property, Freedom of Information Act, media request, etc.

The Contractor shall be responsible for document storage and retrieval. The Contractor shall organize, maintain and appropriately archive DARPA current and historical records and program and agency information to include a library of correspondence, program information, public and released information, briefing material, technical journals, case files, regulations, legal and agency decisions, guidelines and instructions, and reports.

2.1.4 MEETING AND CONFERENCE SUPPORT

The Contractor shall provide planning, logistics, agenda preparation, production, and ancillary support for offsite meetings, conferences, workshops, and symposia. The contractor shall assist in facilitating DARPA Technology demonstrations, informational exchanges, and congressional presentations/events.

The Contractor shall assist in preparing program briefings/presentations and various program documentation. The Contractor shall also arrange all logistical/equipment requirements (equipment and applications are to be tested to ensure smooth presentation for all of the Director's engagements) in advance of each meeting.

The Contractor shall research and organize read-ahead materials for meetings; prepare any required briefings slides/presentation material, speeches, reports and/or draft correspondence; secure meeting space and associated meeting support equipment; and coordinate security clearances, as deemed

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necessary.

The Contractor shall assist with the implementation of the Technical Office's Program Reviews by the DARPA Director. The Contractor shall attend meetings and/or events as directed and provide feedback.

2.1.5 PLANNING AND EXECUTIVE ADMINISTRATIVE SUPPORT

The Contractor shall serve as the primary focal point for managing the logistics and scheduling activities for the DARPA Director and his staff. Responsibilities include, but are not limited to: managing and maintaining the complex calendars and schedules of DIRO senior personnel, and orchestrating changes to the calendar, as required, that may include scheduling meetings with senior government dignitaries, congressional staffers, industry and academia personnel, Pentagon officials, senior executives, etc. The Contractor shall manage/attend the telephones, faxes, and messages (including determining the appropriate personnel to handle requests); greeting and escorting visitors; and meeting coordination and logistics.

The Contractor shall perform administrative and logistic tasks in support of U.S. and international travel by DIRO staff. In execution of this tasking the contractor should be knowledgeable and proficient in the use of the Defense Travel System (DTS). The Contractor shall be responsible for all travel and logistical arrangements. In the instance of foreign travel, the Contractor shall prepare country clearances; official DoD travel orders; travel itineraries/agendas; in-country logistics; flight, hotel and rental car reservations; travel vouchers/ travel claim submittals; and draft reports and thank you correspondence. The Contractor shall establish host country points of contact to include embassy financial administrators and overall logistical support.

The Contractor shall prepare, track, forecast, and analyze financial data to ensure consistency with approved plans, smooth progression of research, program effectiveness, continuity of successful efforts, and timely evaluation of execution benchmarks.

As directed, the Contractor shall review DARPA processes and procedures, consult with the DARPA staff, and make recommendations for streamlining and process improvement. Once approved the Contractor shall implement these changes.

2.2 CLIN 4010- DIRO SCIENTIFIC AND TECHNOLOGY SUPPORT

The Defense Advanced Research Project Agency (DARPA) seeks to obtain professional support services for the Director's Office (DIRO) in developing, assessing and characterizing ideas for new programs at DARPA and evaluating current and ongoing DARPA programs. Support shall include performing research, conducting studies and analyses, performing technical and analytical support, and providing expert technical expertise for classified and unclassified programs and functional areas such as space, international programs, special studies, and advisory groups. The Contractor shall monitor progress and maintain appropriate records. The Contractor shall provide weekly, monthly or quarterly reports, as required, dependent on the dynamics of the functional area being supported.

The Contractor support staff shall be knowledgeable of DARPA's Distribution Statement A Request (DISTAR) application for use in processing and obtaining authorization for public release for DARPA information, presentation material, etc. The Contractor shall be knowledgeable and proficient in the use of the Defense Travel System (DTS). For classified efforts the candidate must possess a current Top Secret Clearance with current SCI eligibility. Technical candidates must have excellent verbal

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and written communication skills.

2.2.1 ANALYSIS and STUDIES SUPPORT

The Contractor shall obtain, analyze, and organize DARPA project information from DARPA Program Managers and Technical Offices for approximately 400 DARPA projects. The Contractor shall support and maintain technical familiarity with all DARPA demonstrations, special events and maintain a comprehensive database of past, current and future events.

The Contractor shall perform research to identify emerging technologies, innovations, discoveries and technology transition and application opportunities. Research will glean information from the internet, technical journals/papers, resident experts, program managers, both government and non-government experts, and specialists.

The technical support may require the Contractor to conduct independent technical analysis including financial and risk assessment to provide technical advice to DIRO regarding DARPA programs and related activities.

The Contractor shall provide feasibility assessments of new technologies to develop system concepts and justifications for new program(s). Tasks may include assisting DARPA personnel in developing program definition, evaluating contractor and program accomplishments, and developing risk reduction and transition strategies.

The Contractor shall assess proposed technical ideas, system applications and concepts, technical and performance program characterization, and related documentation for program formulation.

The Contractor shall assist in identifying and refining military requirements to focus development on new technologies, systems, and/or upgrades for existing systems, including formulation of concepts of operation and coordination with appropriate military commands. The Contractor shall develop and prepare documentation to support the identification, collection, and analysis of information and ideas for new concept development.

The Contractor shall perform analyses to estimate the benefits of new technology program ideas that will accrue to the military user and identify ancillary commercial sector impacts. These analyses shall address affordability, performance improvements, and operational effectiveness to be used to solicit the support of the applicable military service.

The Contractor shall provide technical input to formulate and mature technologies and their application. The Contractor shall coordinate with the appropriate Military points of contact and contractors to develop preliminary program plans including objectives, implementation and acquisition strategies, budgets, milestones, schedules and transition opportunities for newly proposed DARPA programs.

Contractor shall document and facilitate technology transition efforts and agreements between DARPA and other organizations. The Contractor shall assist in developing Memoranda of Agreement (MOA), Memoranda of Understanding (MOU), Technology Transition Agreements (TTA) and other documentation that will aid in the transition of DARPA technology. The Contractor shall assist in developing and negotiating the technical aspects and criteria necessary to support these agreement(s) between DARPA, the military services, industry, and other agencies or organizations that may include non-U.S. entities.

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The Contractor shall evaluate the impact and technology risks associated with DARPA science and technology cooperative activities.

The Contractor shall evaluate and assess the progress and performance of contractor and government performer activities for selected DARPA programs.

2.2.3 TECHNICAL AND POLICY ADVISORY

The Contractor shall provide technical expertise, analysis, and advice on technical and programmatic DoD activities (e.g., policy development, planning, strategies, assessments, Program Objective Memorandum and Budget issues, Congressional Reports etc.) that may impact DARPA. The Contractor shall attend meetings providing expertise as well as participating in the resolution of issues that impact DARPA. The DoD activities may include meetings, demonstrations and/or workshops conducted by the Executive Office of the President, National Security Space Office (NSSO), AFSPC, SMC, HQ/AF, OUSD/AT&L, OUSD/I, OUSD/P, OASD/NII, USSTRATCOM, and other organizations and agencies.

The Contractor shall have familiarity with all statutes, DoD Directives, OSD policies, and related processes necessary for DARPA to successfully engage in joint projects and activities with U.S. and non-U.S. government entities. The Contractor shall develop material and maintain a user-friendly intranet website that maintains all required data and records to sustain compliance.

The Contractor shall develop and maintain applicable DARPA Instructions and procedures guides that detail the information and processes necessary for DARPA to enter into joint activities with non-U.S. government entities.

The Contractor shall establish and maintain a network of contacts with major users, stakeholders, military partners, the scientific community, university, industry, and non-profit organizations.

2.2.4 SPECIALIZED SCIENTIFIC AND TECHNICAL SUPPORT

The Contractor shall provide technical support for classified and unclassified programs and functional areas, such as space, international programs, special studies, or advisory groups.

The Contractor shall assist and conduct independent technical studies and analyses, as assigned. The Contractor shall organize and provide, on an ad-hoc basis, a pool of experts, technical senior advisors and consultants, which may be identified by DARPA and/or the Contractor, to perform special studies and assessments for topics such as transition, technology application, systems and technology application/improvement, concepts of operation, sustainment processes and user training, military service needs/challenges and potential solutions, etc. Advisory groups meet quarterly with additional interim sub-committee meetings on an as needed basis.

2.2.5 TECHNICAL BRIEFING SUPPORT

The Contractor shall prepare unclassified and classified briefings, multimedia presentations, documentation and/or articles and other graphics-based projects to support briefings and presentations to senior decision makers within DARPA as well as the services, industry, and other external organization/technology partners. The Contractor shall provide production capabilities, technical articles/news releases, and expertise to support the currency of the DARPA Internet,

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Intranet, SharePoint, and other sites. The Contractor shall also design and maintain a comprehensive tracking and storage system of classified and unclassified DARPA briefings to ensure the historical accuracy of past briefings plus the necessary accountability, receipt and review.

The Contractor shall attend meetings, conferences and briefings in support of DARPA, as necessary. The Contractor shall summarize meeting notes and provide debriefs as requested. The Contractor shall field technical questions, draft press releases, provide technical information, responses, reports, and/or develop articles in response to inquiries from a variety of sources to include Congress, the media, OSD, OMB, and other government and non- government organizations. The Contractor shall advise DARPA staff regarding the policies that govern the release of information. This includes determining, according to statute, DOD policy, and guidelines for public release and export-control, if information may be released outside the DoD, and/or outside of DARPA. Policy pertaining to the release of classified, unclassified and/or proprietary information will be covered.

2.2.6 ANCILLARY EXECUTIVE ADMINISTRATIVE SUPPORT

The Contractor shall schedule, prepare, manage, and facilitate DARPA-sponsored conferences, workshops, offsite, symposia, briefings and technical meetings at both on- and off- site venues. The Contractor shall provide technical and ancillary administrative support to include managing calendar and schedule activities; communicating by telephone, e-mail and other forms of communication; and responding to inquiries from a variety of sources including Congress and private citizens. The Contractor shall facilitate appointments, provide read ahead material, agendas, logistical support, manage all aspects of travel, and obtain security clearance documentation, and perform other duties as assigned.

2.3 CLIN 4020 TECHNOLOGY TRANSITION AND STRATEGIC SUPPORT

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

2.3.1 TECHNOLOGY APPLICATION SUPPORT

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

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

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

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

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

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

2.3.2 SPECIALIZED STUDIES AND ADVISORY GROUPS

The Contractor shall provide technical, analytical and strategic planning consulting services to support the Director and the DARPA staff. The Contractor shall provide consultants who are Subject Matter Experts (SME) to support the DARPA Director by participating in studies and advisory groups on an as-needed basis. The Contractor must document in the proposal response the

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ability to recruit the services of expert consultants within ten (10) working days of being notified by DARPA of the need for SME with specific area(s) of expertise. The Consultant shall assess, plan, provide recommendations and integrate projects designated by DIRO. The Consultant shall gather pertinent research and other diverse information and consolidate data into concise and accurate reports

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

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

2.3.3 STRATEGIC SUPPORT

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

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

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

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

2.3.4 TECHNICAL DOCUMENTATION AND BRIEFING SUPPORT

The Contractor shall prepare briefings, multimedia presentations, documents and/or articles based on

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

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

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

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

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

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

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

The Contractor shall manage all aspects of foreign travel for the Director and his staff. In performance of this tasking, the contractor shall be knowledgeable and proficient in the use of the Defense Travel System (DTS). With general guidance, the Contractor shall develop the agenda and schedule, coordinate with the US Embassy, and organize all meetings. Additionally, the Contractor shall identify the official protocols/procedures for the destination country; acquire the appropriate

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official gifts, coordinate of all IT/communication equipment necessary for the trip. Duties include preparation of read-ahead materials, meeting documentation, resolution of issues that may arise during the trip, and upon return distribute action items, thank you notes, vouchers, and trip report.

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

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

2.4 CLIN 4030 STRATEGIC COMMUNICATION, MEDIA, AND PROFESSIONAL PRODUCTION SUPPORT

Note: The CLIN 4030 tasks are on an as-needed and/or part-time basis. The Contractor must have ready access to qualified individuals that can accomplish the assigned tasks. The initial Task is for the production of short video clips of Program Manager Interviews and a documentary of DARPA recent accomplishments. Graphics and application of current media productions must be compatible for use on the DARPA website and/or Facebook sites and in DARPA presentations and speaking engagements.

The DARPA Director requires professional support for communications, media, and production services. Examples of such services include the following:

- Multimedia services
- Video production
- Communications support
- Media support for large conferences , symposiums, media releases and videos for use in briefings
- Stand alone displays for use at conferences and symposiums
- World-wide web support to include development and maintenance of internet and intranet pages and URLs

In performance of these tasks, the Contractor personnel must be flexible, understand DARPA business operations, and program support requirements, and have excellent verbal and written communication skills. The Contractor shall have detailed knowledge of DARPA's policies and procedures, and DARPA information management systems and sources for DARPA information. The Contractor support staff shall be knowledgeable of DARPA's Distribution Statement A Request (DISTAR) application for use in processing and obtaining authorization to public release for DARPA information, presentation material, etc. The Contractor shall understand the interactions among and between DARPA staff, government contracting agents, performing contractors, and the overarching technical community. The Contractor must understand DARPA's mission, culture and its management approach. They must be knowledgeable of government policies regarding information

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and must be able to readily identify sensitive subject matter and understand the art of managing/controlling the release of such information to public/media outlets. Contractor staff must be able to grasp complex ideas, work effectively in a multidiscipline and cutting-edge research environment, and adapt to change seamlessly.

The Contractor shall monitor progress and maintain appropriate records.

2.4.1 MULTIMEDIA SUPPORT

Multimedia productions must capture the essence of the DARPA message, technology/research, and DARPA's history and accomplishments. The subject matter may vary greatly. The Contractor must be able to capture complex ideas and concepts in readily understandable terms and images and convey them to a non-technical audience.

The multimedia projects require an experienced professional staff, facilities, and equipment. These resources must be experienced in the areas of community outreach programs/efforts, conferences, special events, website, and Facebook sites. Tasks may range from simple, two minute video clips to major DARPA conferences and symposiums. This task requires multimedia experts in production, communications and/or event execution. In performance of these tasks, the Contractor shall have detailed knowledge of DARPA's policies and procedures particularly those associated with public release and Section 508 compliance. They must understand DARPA information management systems and be creative in researching and capturing DARPA information.

The Contractor shall have the capability to direct, produce, edit and deliver multimedia services in forms such as event/conference production/publication, short clip videos, recorded interviews, graphics, animation, distribution of information to the public, and press releases. Deliverables shall be suitable for a variety of applications such as websites, YouTube, and/or Facebook, as indicated by specific tasks. All multimedia deliverables that will be published to a Government website will be in Compliance with Section 508 of the Disability Act and DoD/DARPA guidelines and regulations, including public release guides and security requirements/considerations.

The Contractor shall provide professional video production services, including video clips of interviews with DARPA Program Managers, that focus on a specific technical research program. DARPA will identify the Program Managers and the technology and will also supply video and/or still pictures of the technology. The Contractor will be responsible for integrating the DARPA-supplied material into the interview sequence to produce a final, high-quality finished product. The length and format will be determined by DARPA and will be dependent on the intended use such as social media sites (i.e. Facebook, website, speaking engagements, presentations, etc.).

The Contractor shall prepare and maintain a schedule of production activities required to meet the DARPA task objectives. The Contractor shall coordinate, when applicable, all production services with the DARPA-primary point of contact; designated DIRO support staff; the contracted facilities; the event or conference planner; as well as any and/or all personnel supporting the event, including DARPA personnel and invited speakers, as appropriate.

The Contractor shall provide for duplication of all media types (press releases, DVD, CD, ½ inch, VHS tape, BETA and Mini-DVD). Specific deliverables will be stated as each task is incorporated into the task order by technical instruction.

The Contractor shall design functioning sets, backdrops, logos and symbols that reflect goals, objectives and theme.

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2.4.2 DOCUMENTATION SUPPORT

The Contractor shall receive, review, and process incoming approvals for public release cases through the appropriate channels. The Contractor shall be knowledgeable of DARPA's Distribution Statement A Request (DISTAR) application for use in processing such cases. The Contractor shall monitor progress and maintain appropriate records.

The Contractor shall review news sources for news items of interest to DARPA. The Contractor shall research and write articles for DARPA publication and review the DARPA web page periodically for appropriateness and currency. The Contractor shall prepare graphics, slides and charts for such outlets as newspapers, magazines and other publications for scientific/engineering/defense/other news-related items. The Contractor shall work with external organizations to include documentary producers, researching their requests, developing assistance plans, arranging and monitoring on-camera interviews, and other tasks as required.

The Contractor shall assist with tasks such as written publications, news releases, and responses to public and media inquiries. The Contractor shall maintain a database of such actions for tracking purposes and to assist in the retrieval of information for future use.

The Contractor shall provide graphics support for Microsoft Power Point presentations; video feeds to multiple display monitors, both locally and remotely; and the production of DVD's and/or CD-ROMs.

As required, the Contractor shall schedule and monitor approved interviews between DARPA staff and news media, assist with interview logistics, prepare any necessary visitor request forms when needed, and escort media personnel to and from meetings. The Contractor shall assist DARPA in the review of documents for adherence to DoD and DARPA policy as part of security review and approval for public release and make recommendations regarding appropriateness for public release.

2.4.3 EVENT PLANNING AND EXECUTION

The Contractor shall have the background knowledge of DoD/DARPA policies and programs required to independently manage DARPA events and DARPA segments in other events in which DARPA chooses to participate. The Contractor shall provide recommendations, adhere to the master schedule, and facilitate meeting all established deadlines. The Contractor shall provide all manpower support, equipment and media materials required to support the specified tasks/event(s). The Contractor shall coordinate, coach, and support speakers in their speech preparation and presentation, both before and during conference or speaking engagements, as required.

3.0 DELIVERABLES

3.1 Monthly Status Reports

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

The monthly status reports shall include the following elements:

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

3.2 Quarterly Status Updates

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

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

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

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

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

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

5.0 SECURITY

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

6.0 TRAVEL

In performance of this task order, the contractor shall be required to travel. CONUS and OCONUS travel will be approved in advance by the DARPA technical representative and the TOM. Travel costs must be in accordance with the Joint Travel Regulations. OCONUS travel will be in accordance with CENTCOM and PACOM procedures. Due to the nature of the support provided to DARPA, all foreign travel taken by staff supporting this task order will be reported in advance. Contractor personnel traveling outside the United States will be required to attend a country clearance briefing.

7.0 DISCLAIMER STATEMENT

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

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

8.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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

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

Performance Objective – The contract delineation of Deliverables and/or overall objective(s) as

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described under the Scope.

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

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

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

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

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

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

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

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

(d) (1) *The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to,*

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information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

See Basic Contract

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SECTION E INSPECTION AND ACCEPTANCE

See Basic Contract

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/17/2009 - 12/16/2010
4002	12/13/2010 - 12/16/2011
4004	12/17/2011 - 12/16/2013
4006	12/17/2012 - 12/8/2013
4008	12/9/2013 - 12/16/2014
6000	12/21/2009 - 12/20/2010
6002	12/16/2010 - 12/15/2011
6004	12/17/2011 - 12/16/2013
6006	12/17/2012 - 12/16/2013
6008	12/9/2013 - 12/16/2014

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

The task order period of performance shall not exceed the period of performance of the Seaport contract.

SECTION G CONTRACT ADMINISTRATION DATA

ALLOTMENT OF FUNDS (MAY 1993)

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

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
4004-01	██████████	██████████	16 December 2013
4004-02	██████████	██████████	16 December 2013
6002-04	██████████	████	16 December 2013
6004-01	██████████	████	16 December 2013
6004-02	██████████	████	16 December 2013
4006-01	██████████	██████████	16 December 2013
4008-01	██████████	██████████	16 December 2014
4008-02	██████████	██████████	16 December 2014
4008-03	██████████	██████████	16 December 2014
4008-04	██████████	██████████	16 December 2014
4008-05	██████████	██████████	16 December 2014
4008-06	██████████	██████████	16 December 2014
4008-07	██████████	██████████	16 December 2014
4008-08	██████████	██████████	16 December 2014
6008-01	██████████	████	16 December 2014
6008-02	██████████	████	16 December 2014
6008-03	██████████	████	██████████
██████████	██████████	████	16 December 2014

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

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(c) CLINs/SLINs 4000, 4002, 4004 4006, 6000, 6002, 6004 & 6006 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

For informational purposes only:

Total Task Order Ceiling	Amount Funded by this Action	Total Dollar Funded to Date	Balance Not Funded
██████████	██████████	██████████	██████████

For informational purposes, below is a detail breakdown of Technical Instruction (TI) #07 funding profile.

TI# 07: Labor to be funded ██████████

Clin	Funded Labor	Unfunded Labor
4008-08	██████████	██████████

TI# 07: ODC's to be funded \$202,801.20

Clin	Funded ODC's	Unfunded ODC's
6008-04	██████████	██████████

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman
Phone Number: 301-744-6663

Email: paulette.bowman@navy.mil

Payments/Invoicing: DFAS Columbus
Phone Number: (800) 756-4571

Task Order Manager: Dawn Tolson
Phone Number: (301)744-4469

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

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

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

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

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

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

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-08-D-5605
Delivery Order	FG01

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CAGE Code/Ext.	44609
Pay DoDAAC	HQ0338
Issue date	12/17/2009
IssueBy DoDAAC	N00174
Admin DoDAAC	S2404A
DCAA Auditor DoDAAC/Ext.	HAA820
Service Approver/Ext.	ADMIN DoDAAC

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

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

Technical Representative: dawn.tolson@navy.mil
Contract Administrator: paulette.bowman@navy.mil

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

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

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

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

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

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MOD 01 Funding 0.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

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

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

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

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

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

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

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

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

OPTION TO EXTEND THE TERM OF THE TASK ORDER

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

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

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

FAR 52.228-3 Workers Compensation Insurance (Defense Base Act)(APR 1984)

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

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

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

The following OCONUS clauses have been updated as follows:

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

The Contractor shall

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

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

(End of clause)

52.225-26 – Contractors Performing Private Security Functions Outside the United States. (Jul 2013)

(a) *Definitions.*

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

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

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

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

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

- (i) Contingency operations outside the United States;**
- (ii) Combat operations, as designated by the Secretary of Defense; or**
- (iii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.**

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

- (i) Combat operations, as designated by the Secretary of Defense; or**
- (ii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.**

(c) Requirements. The Contractor is required to—

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with 32 CFR part 159, and with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

- (i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions;**
- (ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;**
- (iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions; and**
- (iv) Reporting incidents in which—**
 - (A) A weapon is discharged by personnel performing private security functions;**
 - (B) Personnel performing private security functions attacked, killed, or injured;**
 - (C) Persons are killed or injured or property is destroyed as a result of conduct by Contractor personnel;**
 - (D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or**
 - (E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;**

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

- (i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by 32 CFR part 159, Private Security Contractors (PSCs) Operating in Contingency Operations, Combat Operations, or Other Significant Military Operations;**
- (ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;**
- (iii) Orders, directives, and instructions issued by the applicable commander of a combatant command or relevant Chief of Mission relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and**
- (iv) Rules on the use of force issued by the applicable commander of a combatant command or relevant Chief of**

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Mission for Personnel performing private security functions; and

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

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

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

(d) Remedies. In addition to other remedies available to the Government--

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of this clause or 32 CFR part 159. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract.

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

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

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

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

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

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

(End of clause)

252.225-7039 Contractors Performing Private Security Functions (Jun 2013).

(a) Definitions.

“Full cooperation”—

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

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

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

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attorney

work product doctrine; or

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

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Reporting incidents in which—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of Clause)

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. (DEVIATION 2013-O0015) (JUN 2013)

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

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

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

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) *General.*

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

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant

Commander.

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

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

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

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

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

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) *Compliance with laws and regulations.*

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

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

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

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

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

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

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

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

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(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Pre-deployment requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

(i) Such employees, and dependents residing with such employees, who engage in conduct

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

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

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

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

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

(h) *Contractor personnel.*

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

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

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

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

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

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

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

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

(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

and (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;

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by (B) With full understanding of, and adherence to, the rules of the use of force issued
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
unexpended
to issue firearms, the Contractor shall ensure that all Government-issued weapons and
ammunition are returned as directed by the Contracting Officer.

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

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

(m) *Evacuation.*

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

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

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

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

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

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

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

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

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

**252.225-7993 - PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES
CENTRAL COMMAND THEATER OF OPERATIONS**

(DEVIATION 2012-O0005)(JAN 2012)

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

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

- (1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or
- (2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

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

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

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

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

(End of clause)

**252.225-7995 -Contractor Personnel Performing in the United States Central Command Area of Responsibility
(DEVIATION 2013-O0015) (JUN 2013)**

(a) **General.** (1) This clause applies when Contractor personnel are required to perform in the United States

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

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

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

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

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

(c) *Compliance with laws and regulations.* (1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(ii) Treaties and international agreements;

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

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

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

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

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

(2) Before Contractor personnel begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

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

(e) *Registration of Contractor personnel.*

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

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

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

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

(A) Hired under contracts valued below the simplified acquisition threshold;

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

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

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

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

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

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

(ii) *To register in SPOT:*

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

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

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

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

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

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

(g) *Military clothing and protective equipment.*

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(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander.

If authorized to wear military clothing, Contractor personnel must wear distinguishable from military personnel, consistent with force protection measures.

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

(h) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(j) *Evacuation.* In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(k) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

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- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

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

(l) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and DoDI 3020.41 (enclosure 2, paragraph 4.h.).

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

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

(End of clause)

252.225-7998 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017)(August 2013)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

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

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

(d) *Plan contents*

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

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

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authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

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

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

(e) *Demobilization requirements:*

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

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

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

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

(ii) The required extension period.

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

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

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

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

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

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

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of

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the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

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

(End of Clause)

252.229-7999 Taxes – Foreign Contracts in Afghanistan. (DEVIATION 2013-O0016)(July 2013)

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

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

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

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

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

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

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

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

(End of clause)

NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)

(APR 2013)(DEVIATION 2013-O0011)

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

(b) The Contractor shall submit their offer/proposal in U.S. dollars. If the contract/purchase order is awarded to an Afghan vendor, the offer/proposal will be

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converted to Afghani using a Government budget rate of *[Insert current budget rate here]* Afghani per U.S. dollar.

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

(1) EFT using Limited Depository Account (LDA).

(2) Check from the local finance office LDA.

(3) Local currency cash payments in Afghani (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when—

(i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and

(ii) The local office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of provision)

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

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

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

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

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

(End of Clause)

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5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

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

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

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

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

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

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

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

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

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

(End of Clause)

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

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

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Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

5152.225-5900 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)

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

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Operational Contract Support*
- (3) DODI 5210.56, *Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities*;
- (4) DFARS 252.225-7039, *Contractors Performing Private Security Functions*;
- (5) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;
- (6) Class Deviation 2011-O0004, *Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995)*;
- (7) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;
- (8) OSC-I OPORD 11-01, Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – *Civilian Arming Program (CAP)*, dated 23 November 2011;

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

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

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

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

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

- (1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.**
- (2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.**
- (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.**

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

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

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

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

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

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

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

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

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

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

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

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

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

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

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

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

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

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

(l) Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

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

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

(End of Clause)

5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)

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

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

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

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

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

(End of Clause)

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (DEC 2011)

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

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

(End of Clause)

5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

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

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

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

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

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

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

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

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a criminal investigation.

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

(End of Clause)

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (DEC 2011)

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

5152.225-5905 - CONTRACT DELIVERY REQUIREMENTS (AUG 2011)

REQUIRED DELIVERY DATE: _____

CONTRACTOR DELIVERY LOCATION: _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: _____

Phone No.: _____ email: _____

FINAL DELIVERY DESTINATION: _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____

Name: _____

Phone No.: _____ email: _____

REQUIRING ACTIVITY: _____

(End of Clause)

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5152.225-5906 – SHIPPING INSTRUCTION FOR WEAPONS (AUG 2011)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **(Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor).** When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

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

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Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

* CAAF means Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan

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

(End of Clause)

5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

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

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

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

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

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

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

(End of Clause)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

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

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

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

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

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

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

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

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

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

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments

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

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

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

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

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

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

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

(End of Clause)

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5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AUG 2011)

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

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

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

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

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

(End of Clause)

5152.232-5900 PAYMENT IN LOCAL CURRENCY (DEC 2011)

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

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

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

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

(End of Clause)

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5152.236-5900 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)

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

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

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

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States' National Electrical Safety Code (NESC).

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

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

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4
NFPA 70: <http://www.nfpa.org>
NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

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

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Wage Determination No. 2005-2103, Revision No. 13, dated 6/19/2013

List of Approved Subcontractors

The following is a list of approved subcontractors for task order:

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APPROVED SUBCONTRACTORS	CAGE CODE	SMALL (S) or LARGE (L) BUSINESS	EFFECTIVE DATE	EXPIRATION DATE
Analytic Services, Inc.	4A458	L	17 December 2009	End of Contract
Booz Allen Hamilton	17038	L	17 December 2009	End of Contract
ManTech	4L958	L	17 December 2009	End of Contract
Sage Solutions Group, Inc.	1H5S2	S	3 November 2011	End of Contract
Career Management International	095F6	S	29 November 2011	End of Contract
The Foundation for Enterprise Development	46TH5	S	14 June 2013	End of Contract