

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 172	
2. CONTRACT NO.	3. SOLICITATION NO. W911W4-12-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03 Jan 2012	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY CDR, HQUSAINSCOM 8825 BEULAH ST. FORT BELVOIR VA 22060-5246		CODE W911W4	8. ADDRESS OFFER TO (If other than Item 7) See Item 7				
TEL: FAX:		TEL: FAX:					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

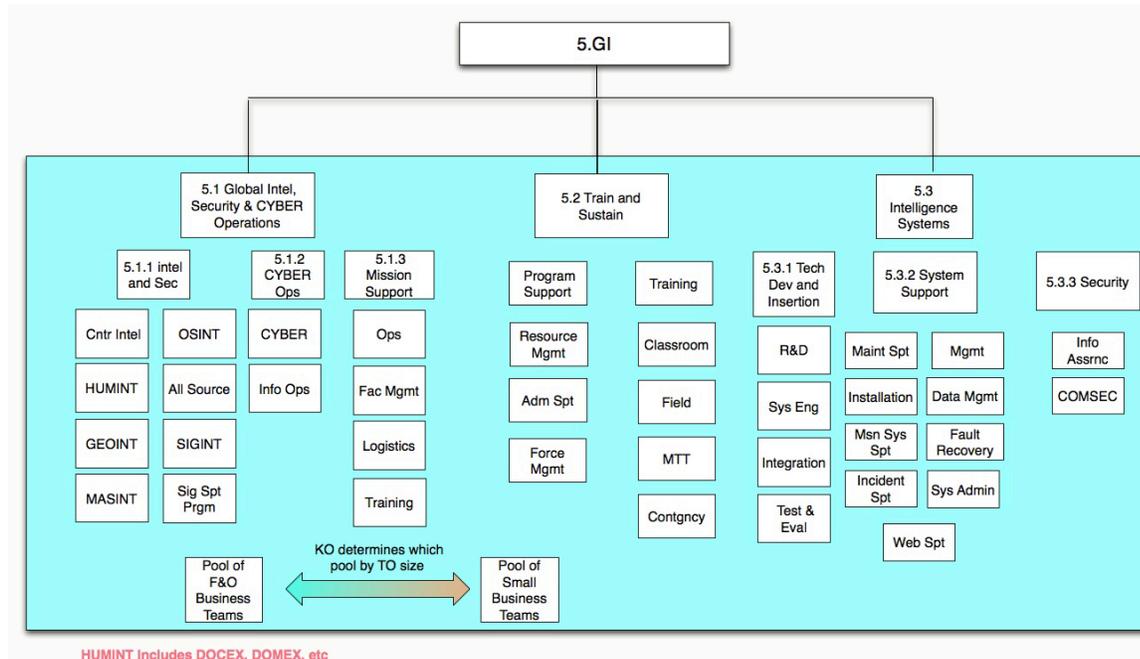
EXECUTIVE SUMMARY

**GLOBAL INTELLIGENCE SUPPORT SERVICES
U.S. ARMY INTELLIGENCE AND SECURITY COMMAND (INSCOM)
DRAFT REQUEST FOR PROPOSAL**

The US Army Intelligence and Security Command (INSCOM) Directorate of Contracting (DOC) is soliciting comments and suggestions from industry on its planned acquisition of Global Intelligence (GI) Services. This market research is to assist INSCOM in refining its requirements for service acquisition that will provide Intelligence, Security, and CYBER support services for INSCOM and its Intelligence Community (IC) Mission Partners worldwide. This acquisition will be designed as a multiple award IDIQ with the potential to support subsequent competitive task orders to execute the breadth of the mission.

This document is a Draft RFP that will be used to finalize the RFP and performance requirements. It contains a Draft Section A- Executive Summary; Draft Section C - Performance Work Statement (PWS); Draft Section L - Instructions, Conditions and Notices to Offerors; and a Draft Section M - Evaluation Factors for Award. Disclosure of these draft requirements does not bind the Government, nor does it prevent the Government from altering these strategies between now and release of the formal RFP.

The potential scope of the Global Intelligence requirements is depicted below:



The concept of this draft RFP is that all offerors will be required to demonstrate the capability to successfully perform the entire PWS. The Government contemplates target award of 15 contracts, which includes target award of seven (7) contracts to Small Business concerns and eight (8) large business concerns. All task orders estimated to be valued at or less than \$10 million will be competed as a small business set-aside. For task orders estimated above \$10 million, the Contracting Officer will determine whether the requirement is competed across the entire pool or as small business set-aside on case by case basis depending on complexity, location, size, scope, and etc.

Questions, comments, and suggestions from Industry are encouraged.

All responses must be received no later than 22 November 2011, 1200 EST.

The Government reserves the right to answer or not answer any questions, comments, and suggestions received.

Section B - Supplies or Services and Prices

CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with multiple types of pricing structures available to the Government. As defined under Subparts 16.2, 16.3, 16.4 and 16.5 of the Federal Acquisition Regulation (FAR), the Government anticipates using a variety of orders to include both fixed price and cost reimbursable, the preference being fixed price contract type. Specific contract type will be identified and issued during Request for Task Order Process (RTOP). The ordering period for this contract is for five years from date of award of the contract(s). Ordering against this contract will be limited to INSCOM contracting activity only.

Task orders may be issued to include options and may be for a base period of up to one (1) year with up to four (4) option periods with each period not to exceed one (1) year. Task orders written in the last year of the IDIQ may extend beyond the life of the IDIQ, but shall not exceed 364 days. The ordering period shall not exceed five (5) years.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	LABOR - FFP FFP FOB: Destination	UNDEFINED	Dollars, U.S.		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	LABOR - FFP-LOE FFP-LOE FOB: Destination	UNDEFINED	Dollars, U.S.		
				MAX NET AMT CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Dollars, U.S.		
	LABOR - FPI				
	FPI				
	FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Dollars, U.S.		
	LABOR - CPFF				
	CPFF				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Dollars, U.S.		
	LABOR - CPIF				
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	LABOR - LH LH FOB: Destination	UNDEFINED	Dollars, U.S.		
				TOT MAX PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	LABOR - T&M T&M FOB: Destination	UNDEFINED	Dollars, U.S.		
				TOT MAX PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	ODC - COST COST FOB: Destination	UNDEFINED	Dollars, U.S.		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	DATA COST FOB: Destination	UNDEFINED	Dollars, U.S.		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	MANPOWER REPORTING COST FOB: Destination	UNDEFINED	Dollars, U.S.		

MAX COST

DATA

Data will be required for all task orders and shall be priced within the effort proposed as Labor and shall not be separately priced.

CONTRACT MIN/MAX AMOUNT

The minimum amount for a task order issued against the Global Intelligence contract shall not be less than \$3,000. The minimum guarantee for each IDIQ contract is \$100,000, and is applicable only in the first year. The minimum guarantee will be applied over the five (5) year ordering period at the IDIQ level. The cumulative value for all task orders issued against the G.I. contracts shall not exceed the program ceiling of \$TBD.

PROGRAM CEILING

The cumulative value for all orders issued against the G.I. contracts shall not exceed the program ceiling of \$TBD.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)

United States Army Intelligence and Security Command (INSCOM) Global Intelligence (GI) Indefinite Delivery, Indefinite Quantity (IDIQ) Acquisition

1.0 OVERVIEW

1. **GENERAL:** This is a non-personnel services contract to provide the United States Army Intelligence and Security Command (INSCOM) and its Intelligence Community (IC) Mission Partners Global Intelligence, Security, and CYBER Support Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Global Intelligence Services Support as defined in this Performance Work Statement, except for those items specified as government furnished property and services.

The Contractor shall perform to the standards in this contract and awarded task orders. This PWS defines functional requirements, as well as performance levels and timeframes to evaluate the Contractor's while implementing the task orders issued under the GI contract. It is designed to provide acceptable levels of performance against which the Contractor's performance shall be measured. Task orders will identify more specific service levels for acquired services to support programs or operation.

1.2 **BACKGROUND.** The U.S. Army Intelligence and Security Command (INSCOM) is a Direct Reporting Unit (DRU) to Headquarters, Department of the Army (HQDA), G-2, and conducts dominant intelligence, security, and information operations for military commanders and national decision-makers. Charged with providing the warfighter the actionable intelligence needed to understand the battlefield and to focus and leverage combat power, INSCOM collects and maintains intelligence information in all intelligence disciplines. INSCOM also conducts a wide range of services, including but not limited to analysis, imagery exploitation, and science and technology intelligence production. INSCOM and its Mission Partners have major responsibilities in various areas: to include, but not limited to counterintelligence and force protection, electronic warfare, information warfare, information operations, and support to force modernization and training. Headquartered at Fort Belvoir, VA, INSCOM is a global command with ten Major Subordinate Commands (MSCs) and responsible for coordinating Army-wide use of intelligence assets. The command synchronizes the intelligence operations of all INSCOM elements to ensure multi-discipline intelligence support to theater/component warfighters, the Intelligence Community (IC), and other national agencies which have established a mission partnership with INSCOM. In addition to INSCOM's 10 MSCs, the command exercises management control over a variety of smaller units with more than 11,000 personnel dispersed over 180 locations worldwide.

1.3 **PURPOSE.** The purpose of this acquisition is for INSCOM to provide more responsive acquisition of services for current and future Army Intelligence, Security, and CYBER requirements and related support services. These services will supply resources that support a breadth and depth of various missions to include but not limited to: intelligence analysis, electronic systems, Intelligence Surveillance and Reconnaissance (ISR) Systems, security systems, Quick Reaction Capability (QRC) systems, prototype intelligence hardware/software suites, and facilities that are developed, deployed, maintained and repaired at the highest state of readiness consistent with Army directives and standards.

1.4 SCOPE.

This acquisition establishes and defines the requirements for a comprehensive intelligence services support program. This contract will support complex, classified, compartmented, and/or unique ground-based and airborne reconnaissance and electronic intelligence collection and production systems. The PWS also establishes a comprehensive and integrated approach to providing support to the intelligence mission that evolves from multiple current disparate IC support services contracts. A single acquisition will lead to multiple contracts that will provide for the competitive placement of task orders to meet current and future Army Intelligence, Security, and CYBER requirements. The support services under this contract include the following areas: (1) Intelligence, Security and CYBER Operations – including Mission Support for Facilities Management, Logistics, and Foundry Training; (2) Train and Sustain – including Program Management, Strategic Planning, and Administrative Support services; and

(3) Intelligence Systems—including Engineering Services and System Support. This IDIQ contract will support all INSCOM units/sites and Army requirements for intelligence services worldwide.

1.5 PERIOD AND PLACE OF PERFORMANCE

1.5.1 PERIOD OF PERFORMANCE.

The government anticipates award of multiple IDIQ contracts with a five (5) year ordering period. Task orders may have up to one (1) year base period and may have up to four (4) option periods (no option period will exceed one (1) year in duration), however, the period of performance will not extend beyond 364 days after the last ordering day of the IDIQ contract to include option to extend services.

1.5.2 PLACE OF PERFORMANCE.

Contract performance is anticipated to include support of INSCOM operations worldwide. Individual task orders will specify places of performance.

1.6 GENERAL INFORMATION

1.6.1 QUALITY CONTROL. The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with the contract and the task order PWS. The contractor shall develop and implement processes and procedures that prevent defects and ensure non-interruption of services. The contractor's QCP is the means by which the contractor ensures that work complies with the requirement of the PWS and all task orders awarded as a result of this contract. The QCP shall be submitted with the IDIQ proposal and tailored to each specific task order. Any subsequent changes to the QCP may only be made with written acceptance/approval of the Contracting Officer (KO).

1.6.2 QUALITY ASSURANCE. The government shall monitor the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is focused on the Government measures that ensure the contractor has performed in accordance with performance standards. It defines how the performance standards shall be applied, the frequency of surveillance, and the minimum acceptable quality. QASP will be a living document and is subject to change. The Government may review and revise it on a regular basis.

1.6.3 Recognized Holidays:

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

1.6.4 Hours of Operation: INSCOM operates facilities in many locations and specific operating hours will be established via Task Order. In general, the contractor is responsible for conducting business between the hours of 0800 and 1700, Monday thru Friday – with the exception of the above listed Federal holidays or in the event of a Government facility closure due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor will not be reimbursed for work performed when the government facility is officially closed for any above listed reasons. OCONUS and contingency operations hours will be in conjunction with the operational tempo of the tasking and needs of the customer per terms of the individual task order. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS, with exception of a Government facility closure. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Type of Contract: The Government anticipates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract that will permit the placement of task orders of any contract type. The Government may issue variety of orders to include both fixed price and cost reimbursable, preferred being fixed price. Where the specific requirements may be subject to changes during the period of task order performance, task orders may be issued on a cost-type basis, with or without an appropriate incentive fee, or on a time and materials basis.

1.6.6 Security Requirements: Offerors submitting proposals under this contract must hold a TOP SECRET Facilities Clearance and have access to a SCIF. Contractor personnel performing work under this contract and any subsequent task order may be required to possess a TOP SECRET clearance with access to SENSITIVE COMPARTMENTED INFORMATION. However, certain task orders may require contractor personnel to possess a higher or lower clearance depending on the requirements. The Contractor shall provide appropriately cleared personnel at the initial issuance of Task Order. The security requirements remain in effect for the life of the contract and shall be stated in the attached DD254.

1.6.7 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will provide the contractor with feedback on performance and the contractor will submit feedback to the Contracting Officer on any problems experienced on the part of the government. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9 Contracting Officer Representative (COR): The (COR) will be identified by the designation letter issued by the Contracting Officer. Each Task Order will have a separately identified COR and designation letter that specifies their specific authorities and responsibilities. A copy of the letter will be sent to the contractor and contractor will acknowledge each COR's designation letter. Under no circumstances does a COR have the authority to authorize substantive changes to any terms and conditions of the resulting order with respect to cost/price, and delivery dates.

1.6.11 Key Personnel: The contractor shall provide list of key personnel who can only be changed after vetting by the Government. At a minimum this will include a program manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0800 and 1700, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Contractor will identify and specify contract manager or alternative to the government.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed

1.6.13 Contractor Travel. Contractor may be required to travel worldwide and within the NCR, depending on specific task order requirement, during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS and ensuing task orders. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR), FAR 31.205-36, and the limitation of funds specified in this contract. All travel requires Government approval/authorization by the Contracting Officer.

1.6.14 Other Direct Costs: This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues and the purchase of authorized materials, equipment, or property.

1.6.15 Data Rights : The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be exclusively Government owned and are the property of the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.). Moreover, it may perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI. Furthermore, the contractor shall promptly submit a plan to the Contracting Officer to either avoid or mitigate any such OCI. The Contracting Officer will have sole discretion in accepting the Contractor's mitigation plan. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, other remedies may be taken to prohibit the Contractor from participating in subsequent contract requirements related to OCI.

1.6.16.1 Contracted Advisory and Assistance Services (CAAS). Task orders issued under this contract may require Advisory & Assistance (A&AS) requirements to provide management and professional support services in accordance with Federal Acquisition Regulation Part 37.2 and provide broad technical and analytical services, support and improve policy development, management and administration and to improve the operation of systems.

1.6.17 Phase In /Phase Out Period: Transition periods will be specified in the individual task orders. To minimize any decreases in productivity and to prevent possibility of a negative impact on services, the contractor shall have personnel on board during transition periods after an award to ensure a successful transition. A typical transition period will be 60 days. During the phase in period, the Contractor shall become familiar with performance requirements in order to fully perform all services on the contract start date. During the phase out period, the contractor shall make all relevant information concerning program and its operations available to the incoming contractor to ensure the Government does not have an interruption in service support.

2. Definitions And Acronyms:

2.1. Definitions:

2.1.1. CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. "Administrative contracting officer (ACO)" refers to a contracting officer who is administering contracts. The Contracting Officer is the only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). Contracting officer's representative (COR)" means a individual (US Government employee), including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that is physically delivered but may include non-physical things such as meeting minutes.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and required to perform as Key Personnel listed in the PWS. When key personnel are used as an evaluation factor, the Government may reject an offer by a contractor that fails to provide a firm written commitment from the persons listed in the proposal to obtain "Best Value."

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). A written document outlining the government's surveillance methodology and assessment of the contractor's performance in terms of an acceptable level of quality.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. Business that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

2.2. ACRONYMS

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AMC	Army Materiel Command
AR	Army Regulation
CAC	Common Access Card
CADD	Combined Arms Doctrine Directive
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
COMSEC	Communications Security
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement

DIA	Defense Intelligence Agency
DMDC	Defense Manpower Data Center
DOD	Department of Defense
ECC	European Control Center
FAR	Federal Acquisition Regulation
FSA	Forward Support Area
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
KSOC	Korean Security Operations Center
NAS/SAN	Network Attached Storage/Storage Area Network
NSA/CSS	National Security Agency / Central Security Service
NCR	National Capital Region
NGA	National Geospatial Agency
NRO	National Reconnaissance Office
NSTISSI	National Security Telecommunications Information System Security Instruction
NTISSAM	National Telecommunications and Information Security Advisory / Information Memorandum
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Agency
PIPO	Phase In/Phase Out
POC	Point of Contact
PDA	Program Decision Authority
PEG	Program Evaluation Group
PLL	Prescribed Load List
PMO	Program Management Office
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOVT	System Operation and Verification Test
TE	Technical Exhibit
TRM	TRADOC Review of Manpower

3. Government Furnished Items And Services:

Government furnished items or services will be specified in the individual task orders. Services will be predominately performed at government secure facilities. At government secure facilities, common use utilities and office equipment, desk space, telephones computers, and other items necessary to maintain an office environment will be provided. The contractor may be required to provide a contractor secure facility which will be specified in individual task orders.

4. Contractor Furnished Items And Responsibilities:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2. Materials. Except as specified in the individual task orders, the Contractor shall provide all materials necessary for the performance of this contract.

4.3. Equipment: Except as specified in the individual task orders, the Contractor shall provide all equipment necessary for the performance of this contract.

5. Specific Requirements: Provide personnel, supervision and other items as such non-personal services necessary to support the U.S. Army Intelligence and Security Command (INSCOM) as defined in this Performance Work Statement (PWS). These services are to be performed at the Headquarters location on Fort Belvoir and other supported sites worldwide. This PWS defines overall functional requirements, performance levels and timeframes, and performance standards to provide acceptable service levels which the Contractor's performance shall be measured. Exact locations of contract support, the required intelligence disciplines, and specific requirements will be identified in individual Task Orders.

5.1. Intelligence, Security, and CYBER Operations

5.1.1 **Intelligence and Security.** The contractor shall conduct and provide specialized expertise in the collection, analysis, production, evaluation, interpretation, and dissemination of intelligence information which includes, but is not limited to: Counter Intelligence (CI), Security, Human Intelligence (HUMINT), Document Exploitation (DOCEX), Document and Media Exploitation (DOMEX), Biometrics and Forensics, Geospatial Intelligence (GeoINT), Measurement & Signature Intelligence (MASINT), Open Source Intelligence (OSINT), All Source Intelligence, Signals Intelligence (SIGINT), Weapons of Mass Destruction (WMD) Intelligence (WMDINT), Science & Technology Intelligence (S&TINT), the Signals Support Program for ISR assets, and support other INSCOM tools, techniques, and procedures used to understand adversaries of the U.S. The Contractor shall support the mission of the U.S. Army Intelligence and Security Command (INSCOM), a major Army command, and its Mission Partners to conduct dominant world-class intelligence and security operations for military commanders and national decision-makers. Requirements include, but are not limited to:

- The Contractor shall conduct a wide range of multi-disciplined intelligence production activities, including intelligence preparation of the battlefield, situation development, force protection, electronic warfare, network warfare, information warfare, and knowledge management for the Army Intelligence Enterprise.
- The Contractor shall deliver specialized quick reaction capabilities as required.
- The Contractor's work products shall be designed to provide support to field commanders for deploying forces to enable battle command in support of full-spectrum Army, Joint, Coalition, and Interagency operations worldwide.
- The Contractor shall support intelligence mission related performance across all intelligence disciplines, leveraging strong relationships with every national intelligence agency, with physical and virtual presence in all theaters around the globe - to include technical, management, logistics, multi-discipline intelligence support, that directly interface with intelligence producers, decision authorities, and intelligence support organizations at INSCOM and other locations as necessary.
- The Contractor shall provide a source of high quality services to assist INSCOM and its Mission Partners in meeting mission critical requirements.
- The contractor must be able to execute, maintain, sustain, and improve upon existing analytic assessment tools that will enhance the intelligence missions.
- The Contractor must demonstrate expert knowledge and practical experience in the following areas as they relate to each intelligence discipline:
 - Basic Intelligence Skill Set – includes ability to collect, analyze, evaluate, interpret, and disseminate information relating to various aspects of intelligence to include, but not limited to: political, economic, military, geospatial, counterintelligence, counter-narcotics, and counter-terrorism issues.

- Intelligence Knowledge – includes a working knowledge in the following disciplines: Counterintelligence (CI), Human Intelligence (HUMINT), Geospatial Intelligence (GEOINT), Measurements and Signals Intelligence (MASINT), Open Source (OSINT), All-Source Intelligence, Signals Intelligence (SIGINT), and the Signatures Support Program (SSP) [formerly National Signatures Program (NSP)]
- Performance of Intelligence Analysis – demonstrated ability to support the Intelligence Enterprise and Information Operations, SSP, and SIGINT support to Computer Network
- The Contractor shall provide analysis and expertise to support plans, collections, and operations support and develop Concept of Operations, Concept of Employment, Doctrine Development, Prototype Equipment & Systems Integration, and Technical & Engineering Services as required.
- The Contractor shall maintain multiple intelligence web portals, sites, message handling systems, and online databases. Support requirements include providing functional expertise for web development, database management, systems engineering, systems administration, hardware/software installation and test, data maintenance, and other database functions.
- The contractor shall provide analytical, production and process support for Technical Electronics Intelligence (TECH ELINT) information gathering, data reduction, signal analysis, engineering assessment, product preparation for current and future Electronic Warfare Reprogramming production processes, and associated databases and systems.
- The Contractor shall provide support to develop and implement methods to protect information, personnel, and property.

5.1.2 CYBER Operations. The Contractor shall provide analysis and recommendations concerning Cyber operations, to include Information Operations (IO). This includes the performance of technical, engineering and scientific analysis of threat IO attack capabilities to support planning and execution as well as analysis of adversarial Command and Control and decision systems, processes and doctrine. Requirements include, but are not limited to:

- The Contractor shall develop/integrate data structures and sources as user interface for data input, manipulation, queries and reports for databases.
- The Contractor shall coordinate automation/telecommunications computer-architecture vulnerability analysis including critical node identification and analysis.
- The Contractor shall recommend detailed methodologies/procedures for IO threat/vulnerability analysis.
- The Contractor shall support CYBER operations. This include, but not limited to: conducting Desk Officer coordination, monitoring and support for operations in CONUS and OCONUS, develop and/or modify software and software packages, and assisting in the coordination between national level organizations/assets, theater and INSCOM Major Subordinate Command (MSC), national and regional nodes for satisfaction of pre-determined requirements.
- The Contractor shall provide support for various forums and conduct strategic level coordination between HQDA, DIA, INSCOM, NRO, NGA, AMC and other members of the intelligence community. This includes assistance in coordinating the execution of CT and Overseas Contingency Operations (OCO) funds and assistance in identifying, analyzing, and reporting on OCO and other requirements that need to be programmed to meet mission needs.
- The Contractor shall perform technical, engineering, scientific analysis, production and dissemination of all types of signatures to include, but not limited to Acoustics, Biological, Chemical, Seismic, Radio Frequency, Infrared, Radar, Radiation, Electro-optical, and Biometrics.
- The Contractor shall establish and maintain systems to meet the up-to-date intelligence availability needs for tracking intelligence inputs (databases, websites and message traffic), from elements spanning the tactical to national levels, into identified database(s) in accordance with established Standard Operating Procedures (SOP).
- The Contractor shall provide administrative and logistical support for conducting cyber field operations.
- The Contractor shall support the development, fielding, and transition of the Defense Counter Intelligence Information System, PORTICO, the Counter Intelligence and Human Intelligence Information Management System (CHIMS), and other related CI and HUMINT systems or capabilities, and conduct Worldwide PORTICO or other CI/HUMINT system fielding, training, and transition activities to include the development of Material Fielding Plans (MFP), Material Fielding Agreements (MFA), and PORTICO Transition Plans (PTP).

5.1.3 Mission Support. The Contractor shall support intelligence, security and CYBER operations through the operation of intelligence facilities, facilities management, facilities maintenance, logistics operations, and Foundry-like training in a live environment. Mission Support entails comprehensive deployment, sustainment, logistics, engineering, facilities lifecycle mission support services. This supports complex, classified, compartmented ground-based and airborne reconnaissance and electronic intelligence collection and production systems and associated live environment training. Support also includes associated tactical environmental control units and tactical power generation systems. Supporting services include program management, administrative, engineering, technical, training, logistical, and environmental support. Other requirements include technical support and analysis of technology demonstrations and fielded systems; facilities and facilities infrastructure; and associated support equipment. Required support may include full-time, 24-hour staffing at designated locations/sites and as required during QRC deployments, training, war game exercises, increased Operational Tempo (OPTEMPO), and mission surges. Contractor support that facilitates INSCOM's efforts to field, activate, relocate, realign, transfer, and close INSCOM units/sites worldwide is included in this PWS. The Contractor shall ensure that electronic systems, security systems, QRC systems, prototype Signals Intelligence (SIGINT) hardware and software suites, networks, and facilities are developed, repaired, and maintained at a high state of readiness and at a reasonable cost. This PWS also includes support for ground-based and airborne ISR/IEW/TROJAN/SIGINT TERMINAL GUIDANCE (STG) systems and subsystems, facilities and grounds design, construction, maintenance, operation, and repair (including associated electrical, electronic, and mechanical systems and subsystems), and logistics at INSCOM and IC worldwide strategic, tactical, contingency, and QRC sites. The Contractor shall conduct comprehensive training support for INSCOM by providing a systematic, coordinated approach to using all intelligence and analytic tools appropriate to the analytic and operational mission.

5.1.3.1 Intelligence Systems Life Cycle Support. The contractor shall provide lifecycle logistics, engineering, and maintenance support for intelligence systems in support of INSCOM and its Mission Partners. The Contractor shall provide planning, system engineering, research, design, prototype and interface fabrication, modification, systems administration, hardware and software configuration control and management, network operations and management, quality and information assurance, and associated logistics (inventory management, storage, transportation of spares, repair parts, and OEM repair). Requirement includes, but not limited to:

- The Contractor shall provide lifecycle support to Primary Mission Equipment (PME) of IC QRC systems, including ground and airborne intelligence systems and ancillary equipment as required and support these systems as outlined in specific TIs that may include QRC system development, technical insertions, system upgrades, training, or operational maintenance support as appropriate.
- The Contractor shall conduct site surveys, plan, pack/unpack, ship, deploy, install, set up, initialize, and integrate intelligence systems mission and ancillary support equipment into designated intelligence facilities and communications networks; perform acceptance of pre- and post-integration tests of the installed or reconfigured equipment; operate, train, maintain, align, fault isolate, repair, de-install, relocate, redeploy, and reconfigure designated intelligence systems, subsystems, and ancillary equipment to include tactical vehicles, Power Generation Equipment (PGE), Environmental Control Units (ECUs), antenna systems, and communications equipment.
- The Contractor shall support these systems at CONUS and OCONUS locations within each FSA's geographic Area Of Responsibility (AOR) as tasked by the PMO. Support for these systems shall be provided through a combination of locally available personnel working at an FSA or through flyaway support from the nearest repair facility. Assets shall also include the INSCOM fleet of TROJAN and Foundry systems.
- As required, the Contractor shall serve as the lead integrator or assist the Material Developer with research, development, testing, and engineering support.
- The Contractor shall provide systems readiness status on tasked assets in a Monthly Status Report and on the designated portal.

5.1.3.1.1 Depot Logistics. The Contractor shall provide a PMO (depot) logistics operation that supports the full scope and range of required logistics functions. These functions shall include: overall logistics management and control; vendor coordination; purchasing actions (International Merchant Purchase Authorization [IMPAC] credit card and Purchase Order processes); inventory stock-level development; receiving actions; shipping processes; packaging and preservation applications; blocking and bracing action; strapping and banding actions; US Customs

validation and clearing actions; repair and return processing; Original Equipment Manufacturer (OEM) processing; Return Material Authorization (RMA) coordination and actions; Controlled Cryptographic Item (CCI) movement; special category movement; airlift coordination; documentation control; Hazardous Materiel (HAZMAT) documentation and actions; Over, Short, or Damage (OS&D) claims procedures; inventory management systems maintenance; Portal updating (procurement section and shipping section); Work Order processing and updating; special category movement control; inventory control and special audits; shipping invoice validation; logistics instruction; identification, reporting, and disposition of excess material processing; general warehouse operations and control; forklift operations; overall safety, and all other logistics and transportation functions as required. The Contractor shall staff and manage all logistics functions effectively to meet specific requirements of TIs, Tasks, and QRC operations. The primary consideration shall be timely and effective logistics support that meets the mission support requirements of INSCOM. The Contractor shall provide necessary components to satisfy QRC and critical maintenance asset in a timely manner.

5.1.3.1.2 Maintenance Support. The Contractor shall provide field and sustainment levels of maintenance support of systems worldwide. This support shall include preventive maintenance; inspection and analysis; fault isolation; repair; alignment; and calibration of Test, Measurement, and Diagnostic Equipment (TMDE) IAW Technical Bulletin (TB) 43-180 (Calibration and Repair Requirements for the Maintenance of Army Materiel). Requirements include, but are not limited to:

- The Contractor shall perform Preventive Maintenance, Checks, and Services (PMCS) on supported systems and ancillary equipment, as required, IAW applicable Technical Manuals (TMs), OEM specifications, and/or other approved documentation.
- The Contractor shall inspect and analyze systems and ancillary equipment, such as antennas, antenna support structures, and PGE, according to established schedules.
- The Contractor shall monitor system performance, isolate faults, and repair system malfunctions as they occur.
- The Contractor shall align and calibrate mission systems and ancillary equipment, such as antenna systems and PGE, IAW applicable TMs to ensure optimal system performance.
- The Contractor shall maintain intrusion detection and access control systems to include badge readers, video cameras, turnstiles, etc.
- The Contractor shall provide support from local area technicians and flyaway support.
- The Contractor shall provide new equipment fielding support to provide technical assistance, maintenance, and maintenance training to fielded units.
- The Contractor shall maintain and update status of facilities, mission systems, and tasks on the GENESIS Portal.
- The Contractor shall obtain cost data through research of supply records and market surveys and shall arrange for repair within the guidelines detailed in Figure 4A-1.

Figure 4A-1. Repair Cost Actions

If Repairs Cost	Contractor Shall
00 – 25% of Current Acquisition Costs	Repair
25 – 50% of Current Acquisition Costs	Repair and notify COR/ACOR
50 - 75% of Current Acquisition Costs	Requires COR/ACOR approval before initiating repairs or replacement procurement
Over 75% of Current Acquisition Cost	Requires COR/ACOR approval to requisition new and properly dispose of old unit

5.1.3.1.3 Systems Engineering Support. The Contractor shall provide engineering and technical expertise to conduct QRC and prototype system engineering for SIGINT; Image Intelligence (IMINT); Measurement and Signatures Intelligence (MASINT); Counter Intelligence and Human Intelligence (CI/HUMINT), and other ISR/IEW/TROJAN/STG and communications equipment to include ground and air platforms, systems, subsystems, components, items, and host-nation support initiatives. Requirements include, but are not limited to:

- The Contractor shall use formal systems engineering practices throughout the lifecycle to ensure the fielding of the system on schedule and within budget.

- The Contractor shall provide requirements definition assistance; publish key performance parameters; develop capabilities documents to validate system design against user established requirements; establish preliminary and critical design reviews; configuration control procedures; hardware and software design and modification plans; and studies/analyses to include, but not limited to, logistics/supportability, engineering, financial, and operational considerations.
- The Contractor shall evaluate candidate technology applications and identify potential risks to schedule and cost.
- The Contractor shall provide prototype development and deployment of technologies to provide a real-world testing environment.
- The Contractor shall integrate new equipment technologies into existing system architectures.
- The Contractor shall propose and demonstrate clear and definable improvements in the performance, logistics supportability, reliability, and/or maintainability of the item.
- The Contractor shall employ the latest technology in consonance with economic considerations. Technology solutions and designs shall take into consideration constraints and limitations of the receiving region, Combatant Commander (COCOM) AOR, and requiring activity/customer.
- The Contractor shall provide design concepts that include provisions for continuous technological improvement to maximize opportunities for product improvement available from emerging technological advances in the commercial marketplace. Commercial products and processes shall be used wherever possible.
- The Contractor shall conduct site surveys to identify and document facility and utility infrastructure constraints and limitations and provide recommendations for improvements.
- The Contractor shall manage baseline configuration of the platforms, systems, subsystems, and items acquired under this contract. Support includes, but is not limited to, collection, review, tracking, and archiving of configuration control documents; development of automated databases to track hierarchical components; maintenance of product data; and support to configuration control boards, performance of Functional Configuration Audits (FCAs), and Physical Configuration Audits (PCAs).
- The Contractor shall develop a recommended lifecycle for all system engineering solutions to include sparing; maintenance activities; and lifecycle replacement of system, subsystems, components, and items.
- The Contractor shall provide all required information for system accreditation as required.
- The Contractor shall conduct readiness-based sparing (RBS) and performance-based logistics analyses semi-annually and publish a report offering practical methods to achieve spaces optimization and improved supportability concepts. These strategies will include trade-offs for cost reductions versus operational readiness to establish optimum parameters that can be presented to INSCOM for further analysis in action.

5.1.3.1.4 Equipment Installation. The Contractor shall install equipment IAW approved engineering installation plans, including antennas and RF distribution systems, ensuring proper alignment and interfacing with existing hardware and software components. During and after installation or modification, the contractor shall ensure that system testing is completed as specified. Prior to equipment installation, the Contractor shall ensure that all site-specific documentation, e.g., SSP, HW/SW Annex, system accreditation, etc., is updated and approved for introducing specified equipment onto the required network.

5.1.3.1.5 System Fielding. The Contractor shall coordinate fielding activities with government personnel and other identified entities as required. Assist the Government in identifying all equipment and utilities required for installation at the installation site, including GFE/Government Furnished Material (GFM). Requirements include, but are not limited to:

- The Contractor shall ensure that the required equipment, utilities, and resources are available at the installation site.
- The Contractor shall identify and execute all pre-fielding requirements to ensure that there are no adverse impacts to the fielding schedule (e.g., deployment processing, security clearance coordination, accreditation paperwork, system shipping, etc.).
- The Contractor shall provide the necessary personnel and resources at the fielding location to uncrate, package, inventory, ship, track, receive, set up, test, baseline, train, and transfer fielded systems and logistics support packages to government personnel or designated entities as identified.
- The Contractor shall develop and conduct PCAs/FCAs, and document results.

- The Contractor shall assist with the development and completion of the SOVT.
- The Contractor shall develop and provide appropriate property accountability documentation to the fielded organization and the INSCOM Property Book Officer as required.
- The Contractor shall be prepared to provide New Equipment Training (NET) (operations and maintenance) on fielded equipment.

5.1.3.1.6 Maintenance of INSCOM Prime Mission Equipment (PME) Prime Movers. The Contractor shall provide comprehensive maintenance support to INSCOM's PME Prime Movers and their ancillary equipment. The Contractor shall provide vehicle maintenance support to allow dedicated PME equipment as well as Prime Movers to achieve high availability and operability. The comprehensive support shall be at unit level and below. The Contractor shall adhere to all Army regulations with regards to vehicle maintenance and follow all applicable guidelines for the completion of forms and records, and ensure the all actions necessary to support the Intelligence Enterprise, including the following key functions, are performed:

- The Contractor shall perform PMCS, as identified by customer requirements in TIs or Tasks, and ensure that proper records are completed (i.e., DD FORM 314). Information applicable to the Army Oil Analysis Program (AOAP) shall be captured on all vehicles. Vehicle lubrication shall be performed IAW with DA PAM 738-750 (Functional Users Manual for the Army Maintenance Management System (TAMMS-A)).
- The Contractor shall conduct equipment inspection and maintenance as required and document results on DA Form 2404 when applicable. GENESIS personnel supporting INSCOM PME prime movers shall possess a valid OF-348 vehicle driver's license.
- The Contractor shall perform an initial diagnosis of designated equipment and systems to determine condition using criteria contained in the Preventive Maintenance Checks and Services (PMCS) table of appropriate US Army Technical Maintenance Manual and/or manufacturer maintenance publications.
- The Contractor shall develop a production plan and prepare a ULLS-generated 5988 or other document as directed by the Battalion Maintenance Officer (BMO) or other designated Government official for each item of equipment, specifying maintenance action to be performed, and sequenced according to the production plan.
- The Contractor shall list work tasks in a TM sequence to provide even workflow and ensure quality performance and control, and sign off each increment of work in the corrective action block of the 5988, including time spent repairing the deficiency and identification of the servicing repair technician.
- The Contractor shall perform all equipment services, ensuring work is performed by appropriately skilled personnel.
- The Contractor shall provide ULLS Clerks as required to manage or assist the Battalion Maintenance Officer (BMO) or other designated Government official in ULLS management and provide maintenance teams with a current ULLS 5988 for equipment being worked on a daily basis.
- The Contractor shall provide a complete ULLS 5988 with associated stock numbers of all parts and quantities to be ordered to the Brigade Maintenance Officer for verification of faults and approval.
- The Contractor shall perform PLL clerical service in ordering approved parts as required.
- The Contractor shall install recoverable items received by the unit as soon as possible and turn in unserviceable parts to the supporting SSA.
- The Contractor shall ensure physical security of all Government property, equipment, tools, and facilities.
- The Contractor shall provide appropriate individual protective equipment, such as safety shoes, coveralls, etc. as required. Personal protective equipment required for or to comply with Federal, State, Military Installation and/or OSHA statute, regulation or policy will be Government Furnished Equipment (GFE).
- The Contractor shall ensure maintenance team personnel observe all safety guidelines and HAZMAT procedures.
- The Contractor shall properly maintain the Consolidated Maintenance Facility (CMF) bays, work areas, tools, and equipment to include cleanliness and safety of work areas, proper storage of materials, parts, tools and equipment, and proper disposition and storage of waste materials.
- The Contractor shall provide weekly maintenance and status reports to the Battalion Maintenance Officer (BMO) or other designated Government official, including a time on task report.
- The Contractor shall maintain and update reporting status of required activities or tasks. Current status shall be updated and reported not less than weekly, unless required otherwise by specific tasking.

- The Contractor shall manage time required to plan, schedule, and conduct PMCS, services, repairs, requisition parts, and obtain parts. The Contractor shall adhere to proposed schedules. The Contractor shall ensure accuracy of data and timeliness of all logs, records, and reports.
- The Contractor shall ensure work is performed IAW the basic equipment US Army Technical Maintenance Manuals, handbooks, checklists, and other authenticated, official and pertinent instructions using only government-approved replacement parts, materiel, equipment, and accessories. All work shall be safely performed IAW appropriate TMs and IAW Occupational Safety and Health (OSHA) standards.
- The Contractor shall provide technically qualified technicians to perform assigned work.

5.1.3.1.7 Portal Reporting. The contractor shall provide an interactive, role-based contract management Portal capable of hosting and supporting multiple functionalities to include, but not be limited to, mission system and facility readiness, shipping status, work order status, Letters of Authorization (LOAs) status, and personnel readiness. The Portal shall operate independently from a Web-based platform or a SIPRNet-based platform and shall provide an interactive TI/Task management system that permits virtual generation and approval of TI/Tasks by designated INSCOM personnel. Specific requirements include, but are not limited to:

- The Contractor shall provide oversight, quality control, maintenance, and future capability development/expansion of the Portal.
- The Portal shall facilitate management of requirements through transparency of actions between the COR, staff, FSA ACORs, and supported MSCs worldwide. This function shall include, but is not limited to: 24/7 online operations, daily user account and general Portal maintenance, major functionality enhancements, minor procedure adjustments, new requirements gathering, database development, graphic user interface design, and hardware maintenance.
- The Contractor shall implement, as approved by the COR and authorized by the Contracting Officer, specific and customized applications designed to facilitate the centralized management of all current capabilities and future emerging requirements to promote seamless management and improvement of workflow, productivity, and efficiencies for the INSCOM staff and MSCs.
- The Contractor shall investigate potential improvements of the Portal as may be identified by the COR and approved by the Contracting Officer.
- The Contractor shall develop and recommend enhancements that are synchronized with and supportive of evolving mission requirements.

5.1.3.1.8 Operate Information Center/Help Desk. The Contractor shall provide support for 24/7 Information Center and Help Desk (IC/HD) that are responsible for the resolution of all hardware, software, and other program issues. IC/HD shall be manned 24/7 will provide guidance and assistance to the PM or DPM. The IC/HD shall use subject matter experts and provide telephonic and/or hands-on support to any user at any time of the day. The Contractor shall respond to requests for support on various programs from TROJAN, Foundry, and other ISR/IEW/TROJAN/STG/STG. The contractor shall open a work order for program customers in the GENESIS Portal and routing requests for assistance to the best, available sources for resolution. The IC/HD shall notify the TROJAN Network Operations Center (TNOC) of requests in support of TROJAN operations so that a trouble ticket will be opened in the TNCC Remedy Trouble Ticketing system. The Contractor shall ensure that personnel working at TNCC Belvoir shall provide status updates to the GENESIS Portal and TNCC Remedy Trouble Ticketing system. This process shall be linked to the Lessons Learned data and knowledge base as well as the Risk Management Database.

5.1.3.1.9 Systems Administration and Software Support. The Contractor shall support INSCOM-fielded and -supported networked systems. The Contractor shall provide 24/7 support for all functions listed. The Contractor shall:

- Provide system administration services for TROJAN and Foundry servers and back up servers to include, but not limited to, Resource Manager, Domain Name System (DNS), MAILORDER, CAC, Glaive, and One-Roof Servers;
- Provide system administrator services, such as oversight and overall administrative control; monitoring and controlling configuration; reloading software; and Active Directory maintenance for TROJAN, Foundry, and other IC customers (as identified by TI or Task) UNIX, Linux, and MS Windows-based workstations;
- Develop and administer System Operational Verification Tests (SOVT);

- Provide TROJAN and Foundry system administrator training;
- Test, evaluate, and provide written reports on new software and Information Assurance Vulnerability Alert (IAVA) patches as identified by TI or Task;
- Assist national-level agencies and Material Developers with the development and integration of software and software-related technical solutions for TROJAN, Foundry, and other IC customers as identified by TI or Task;
- Provide TROJAN and Foundry dataflow support and support other IC ISR/IEW/TROJAN/STG users as required;
- Assist in fielding of new and upgraded software packages;
- Provide general troubleshooting of software, software configuration, user account, and IAVA-related issues;
- Review and report on TROJAN and Foundry software-related documentation produced or provided by the Material Developer and other sources;
- Develop software-related and system administration documentation as required;
- Operate network monitoring software to facilitate readiness reporting, general troubleshooting, and system accreditation reporting.

5.1.3.1.10 Network Operations. The offeror shall provide 24/7 support to current and future Network Operations Centers and associated MSC's. Current Network Operation Centers are the ESOC, KSOC and TNCC. This support shall consist of an eight-hour base day, surge, and on-call support as required. Specific requirements include, but are not limited to:

- The Contractor shall support the configuration of network devices, including routers, switches, servers, workstations, printers, and other networked devices including operations and maintenance of all networks including Unclassified but Sensitive Internet Protocol Router Network (NIPRNet), SIPRNet, Joint Worldwide Intelligence Communications System (JWICS), NSA, Coalition, and TROJAN Data Networks (TDNs) as required.
- The Contractor shall provide support to include, but not limited to analysis, troubleshooting, maintenance, implementation, and management of servers, routers, and other associated network equipment; troubleshoot network performance issues; recommend upgrades, patches, new applications, and equipment; provide technical support and guidance to users to repair network problems and outages; and monitor Local Area Network (LAN) and provide local server management for all networks within the operations center.
- The Contractor shall conduct Wide Area Network (WAN) loading analysis and routinely reconfigure gateway access as required.
- The Contractor shall coordinate with the operations center to ensure network problems are identified and resolved in a timely manner.
- The Contractor shall coordinate with the operations center and administer Internet Protocol (IP) address space utilization within appropriate guidance.
- The Contractor shall provide IP space for personnel with approved and properly documented Hardware Annex (Annex A) accreditation documentation.
- The Contractor shall document existing systems and provide assistance with establishing baseline documentation of existing and newly fielded systems.
- The Contractor shall conduct system administration of specialized, non-commercial software tools and applications, as well as network devices, server backups, network filers, and other critical devices.
- The Contractor shall work closely with unit S-6 and internal staff to develop and integrate new equipment and systems into existing architecture.
- The Contractor shall provide assistance with resolving Tier 2 and 3 network problems that Help Desk support is unable to resolve.
- The Contractor shall advise customers on best practices, industry standards, and recommend solutions to increase network reliability and performance using standard Information Assurance tools on all networks (accreditation, optimizing performance of network systems, firewalls, anti-virus, network sniffers, IAVA, recovery software); resolve Public Key Infrastructure (PKI) issues; user access to networks; and moving data between security domains.

- The Contractor shall assist appropriate Government personnel in containing, investigating, and recovering from any network security incidents in cooperation with the local Special Security Officer (SSO) and Information Assurance Security Officer (IASO). The offeror shall administer the National Security Agency (NSA) network.
- The Contractor shall provide NetApps solutions, UNIX, Windows, and Active Directory administration support.

5.1.3.2 MSC Support. The Contractor shall provide comprehensive support to all existing and future INSCOM MCS facilities, ISR/IEW/TROJAN/STG and other deployed intelligence systems, and supporting infrastructure. Current INSCOM MSC facilities include the 500th MI Brigade, 501st MI Brigade, 66th MI Brigade, 470th MI Brigade, 902nd MI Brigade, Army Operations Activity (AOA), 704th MI Brigade, 116th MI Brigade, and the 513th MI Brigade. This support shall include appropriate integrated logistics functions; hardware; software; and network administration, including the training of military system operators and maintainers as required. Actual support requirements at each location may vary based on specified Command requirements. Current support requirements, which may change, at each location are as identified below in Figure 4A-2. At any time, as approved by the Contracting Officer, the scope for any location can be expanded to cover any requirement listed herein.

Figure 4A-2. Current Worldwide Support Requirements

Support Requirements	500th MI BDE	501st MI BDE	66th MI BDE	470th MI BDE	902nd MI Group	Army Operations Activity (AOA)	704th MI BDE	116th MI Group	513th MI BDE	513th MI BDE (Fwd)	INSCOM HQs/ Other MSCs
Property Management	✓	✓		✓		✓		✓	✓		
Communications Systems Support	✓	✓	✓					✓	✓	✓	
Electronic Maintenance	✓	✓	✓	✓	✓			✓	✓	✓	✓
Tactical Vehicle Maintenance									✓		
Software/Web Development	✓	✓									
Network Operations and Maintenance	✓	✓	✓								
System Installation		✓	✓						✓		
Contingency Operations Support	✓	✓	✓					✓	✓	✓	
Stationing/Project Management		✓	✓	✓	✓		✓				
Facility Planning	✓	✓	✓					✓	✓		✓
Facility Engineering	✓	✓	✓					✓	✓		✓
Configuration Management	✓	✓	✓		✓			✓	✓		✓
Environmental Engineering		✓	✓								
Heating, Ventilation, and Air Conditioning (HVAC) Maintenance	✓	✓	✓		✓			✓	✓		
Electrical Maintenance	✓	✓	✓		✓			✓	✓		✓

5.1.3.3 Contingency Operations

5.1.3.3.1 Contingency Planning. The Contractor shall conduct actions necessary to ensure that program personnel and assets are properly planned to support contingency operations worldwide. Planning shall include currently fielded systems, as well as Quick Reaction and prototype systems. Requirements include, but are not limited to:

- The Contractor shall routinely perform system checks of currently warehoused GFE systems to ensure deployability. Immediate steps shall be taken to remedy any faults identified prior to being returned to storage.
- The Contractor shall develop and maintain deployment checklists/guidelines with established requirements for frequently traveled locations.
- The contractor shall maintain proper access to the DoD electronic foreign clearance guide (<https://www.fcg.pentagon.mil/>) and shall periodically review it for changes to personnel entry requirements and processing timelines for country, theater, and special use clearances.
- The Contractor shall establish and continually refine processes for submitting LOAs in accordance with DoD/Army regulations and policies, SPOT, and Country Clearances to INSCOM for processing. The GENESIS Portal shall be used to the extent possible to automate these processes, but does not alleviate the contractor to process clearances as mandated by DoD and Army regulations and policies.
- The Contractor shall submit all reports as required during the execution phase, but not less than monthly IAW the requirements of the Monthly Status Report.
- The Contractor shall provide specific cost data based on requirements identified during performance of individual task orders.

5.1.3.3.2 Contingency Operations Support. In support of existing and future requirements, The Contractor shall be prepared to deploy personnel and equipment in support of military and IC operations worldwide to provide support to contingency operations. Contingency operations, for the purpose of this paragraph, include any requirement designated as a Contingency Operation and may include QRC deployments as dictated by mission requirements. Operations may be to areas designated as hostile fire areas and are normally of an unspecified duration. The Contractor, upon notice from the Contracting Officer, shall immediately initiate pre-deployment processes as specified with particular emphasis on specific requirements (e.g., passport, visa, country, theater, LOA, special use clearance, etc.) for the Area of Operations (AO). As defined by TI or Task Order, the Contractor shall provide the full range of support to ground-based or airborne ISR/IEW/TROJAN/STG or other intelligence systems, which includes, but is not limited to: systems engineering, design, installation, repair, maintenance, modification, system removal, system administration, network operations and management, deployment, operation, training, sustainment, and associated logistics (inventory management, storage, transportation of spares and repair parts and OEM repair actions). The Contractor shall be capable of supporting simultaneous contingency operations in geographically distinct and potentially hazardous environments. Figure 4A-3 highlights the current contingency operations, which may change, being supported and the current identified support requirements for each.

Figure 4A-3. Current Worldwide Contingency Operations

Operation Type	Afghanistan	Iraq	Swift Canopy	Kosovo
Depot Logistics	X	X		
ISR/IEW/TROJAN/STG Support Operations	X	X	X	X
Generator/ECU Maintenance	X	X		
ISR/IEW/TROJAN/STG Maintenance Support	X	X	X	X
Readiness Reporting	X	X	X	X
Systems Administration	X	X		X
Software Support and IAVA		X		
ISR/IEW/TROJAN/STG Systems Training	X	X		

5.1.3.4 Facility Engineering and Maintenance. The Contractor shall provide comprehensive facility engineering and maintenance services to INSCOM, its MSCs, and other IC entities as authorized by the Contracting Officer. The facility and engineering maintenance services may include, but are not limited to, Intrusion Detection Systems/Access Control Systems, Stationing Project Management and Support, Facility Planning and Engineering, Facility Space Planning, Environmental Engineering, Construction Management, Facility Maintenance, and Economic Analysis. The Contractor shall ensure that these services are delivered by engineers with appropriate

professional certifications to the INSCOM G-4 Engineering Division and by appropriate engineering disciplines to the MSCs. These engineers, along with other planners, scientists, and facility technicians, shall have work experience in the US Government intelligence community. Electricians shall be licensed for all work to be performed. HVAC technicians shall be certified with EPA 608 and North American Technical Excellence (NATE) certification. The Contractor shall adhere to guidance in the following Army regulations, technical manuals, and pamphlets, or updates to there-of, to satisfy the specific facility related performance objectives in this section: AR 5-10, Stationing; AR 420-1, Army Facilities Management; AR 700-135, Soldier Support in the Field; AR 700-128, Prime Power Program; AR 200-1, Environmental Protection and Enhancement; AR 405-10, Acquisition of Real Property and Interests Therein; PAM 415-18, Army Military Construction Program Development and Execution; PAM 420-6, Directorate of Public Works Resource Management System; and PAM 420-11, Project Definition & Work Classification. The Contractor shall prepare a comprehensive Facility Engineering and Maintenance Plan for approval by the KO.

5.1.3.4.1 Intrusion Detection System/Access Control Systems. The Contractor shall design, procure, install, upgrade, and maintain intrusion detection and access control systems for INSCOM/IC facilities worldwide as specified in the TO and authorized by the Contracting Officer. Intrusion Detection Systems are not commercially available, network-based, security control systems using balanced magnetic switches on doors and windows, passive infrared sensors for motion detection in rooms and hallways, and visual surveillance systems. The access control systems are network-based systems and comprised of badge readers, turnstiles, and access barriers. All hardware failures shall be entered in the GENESIS Portal Work Order Database. The Contractor shall use guidance in the following Army documents during accomplishment of the above tasks: AR 190-13 (Army Physical Security Program), Director of Central Intelligence Directive (DCID) 6/9, and National Industrial Security Program Operating Manual (NISPOM) guidance.

5.1.3.5 Mission Support Training. The Contractor shall provide an integrated training program for the tasks defined in this PWS. Deliverables, such as software or data related materials, will, at the Government's discretion, be tested for functional operation and operability on the networks, sites or portals on which it will be used. Training emphasizes methods of interaction between the various analytic tools and the use of analytic tools to produce intelligence products analysis and is tailorable by discipline and mission. The Contractor shall provide administrative; management; operational Core Processing, Exploitation, and Dissemination (C-PED) and technical support. The Contractor shall provide the following;

- Direct instruction, materials, and assistance for the delivery of training to support INSCOM's mission and to meet organizational training purposes
- Develop and provide new training initiatives or training requirements, QRC fielding, and National Agency training requirements
- Manage and conduct operational activities that support C-PED for intelligence operational readiness training
- Manage training programs, develop, deliver and maintain training materials, including training support packages (TSP), where appropriate, develop tactics, techniques/procedures (TTPs) and doctrine,
- Support training exercises to include transportation, installation and maintenance of training systems.
- Conduct training to support the intelligence operations and analysis functions of INSCOM's operational and training missions.
- Transition specialized training programs to or from other Government institutions and the institutional training system.

5.1.3.5.1 Training Administrative and Task Oversight Support. The Contractor shall provide overall administrative and task oversight management services necessary to provide an integrated, flexible and responsive training service as described in this PWS, in support of the INSCOM mission. The Contractor shall provide a single point of contact for coordination of these efforts.

5.1.3.5.1.1 Training Administrative Support. The Contractor shall provide administrative support and training planning as required to meet the objectives and goals of the INSCOM or Mission Partner mission. The Contractor shall coordinate assignment of trainees to available seats, resources to classrooms, and ensure logistics support for classes. The Contractor shall support INSCOM Training Plan development and execution support, and shall

facilitate the update and revision of the Training Plan. The Contractor shall administer the training program and training resources in consonance with the master training plan.

5.1.3.5.1.2 Course Data Statistics Collection. The Contractor shall document and track the courses taught, students taught, and post training comments in the monthly activities report. The Contractor shall develop and implement a formal process to assess and evaluate training pre- and post-test, and within 12 months of training. The Contractor shall provide evaluation results to the Government on demand and periodically to meet the requirements of the CDRLS. Based on Government review of the results, Contractor recommendations, and when directed, the Contractor shall make modifications to the training programs of instruction.

5.1.3.5.1.3 Course Equipment Support. The Contractor shall support course set-up, configuration, operation, tear-down, and planning of hardware, software and data. This includes, but is not limited to, ancillary information technology support, database support, and engineering support.

5.1.3.5.1.4 Task Oversight Management Support. The Contractor shall provide oversight and coordination for this effort. The program management function directs resources, schedules and performance of the provided services.

5.1.3.5.1.5 Training Resource Advice and Assistance Support. The Contractor shall participate in engineering reviews for software development for applications, systems, or programs that are in development for the applications baseline. The Contractor shall provide advice and assistance relating to conduct of training of these applications throughout the development lifecycle. The Contractor shall participate in application testing for software development or software releases being contemplated for introduction into the applications baseline.

5.1.3.5.2 Training Materials Support. The Contractor shall develop, deliver and maintain training materials, to include full training support packages (TSP), tactics and techniques/ procedures (TTPs), and doctrine. Training documentation will be considered living documents; the Contractor shall support periodic reviews and provide appropriate updates. The Contractor shall develop or update all training modules, lesson plans and other course related documentation in conformance with current Training and Doctrine Command (TRADOC) format. Training materials shall be developed for both technical (“buttonology”) and contextual levels. Wherever feasible, the technical level of training shall be integrated into the contextual level of training. The Contractor-provided draft course outline shall identify all training requirements, method of instruction, and training length. A description of current training courses is provided in reference A. Specific course schedules and content may change as user requirements change.

5.1.3.5.2.1 TSP Development Support. The Contractor shall develop TSP using Government-provided tasks, conditions, and standards. The Contractor shall develop draft POIs covering designated training topics, complete with Terminal Learning Objectives (TLO) and Enabling Learning Objectives (ELO), to support development of the full TSP. The Contractor shall provide both final software and source files, supporting documentation used in development of these, to include but not limited to the following documents:

- Course software, course documentation, web based page-turner and updated plug-ins for training courses and associated instructor and instructor support materials;
- Original storyboards, concept documents, lesson files, programs of instruction, exam questions and text files;
- Text documents used to create or develop screen text and printed text or audio text scripts;
- Subject matter expert notes, PowerPoint slides, and handouts;
- Graphics media including original source photos, scans, artwork, illustrations, movies, animations including final files and the original source files from the source application;
- Interim files or documents used to create graphics including color palettes, key frames, wire frames, surface diagrams or other files used to generate source files;
- Programming flowcharts, programming trees, and documentation including table structures and data design documents;
- Custom files, databases, codes, applets or other training aids and other CBT support material.

The Contractor shall revise and continue to update the master training materials list, following a format agreed to by the Government within 30 days after contract award, and shall develop a program plan for revision as necessary of the training material itself.

5.1.3.5.2.2 Commercial Off the Shelf (COTS), Government Off the Shelf (GOTS) & Quick Reaction Capability (ORC) Material Development Support. The Contractor shall develop additional TSPs and TTPs for applications, tools, and systems that have not been documented for the Government, e.g. GOTS, COTS, or QRC systems fielding. The Contractor shall conduct an initial and periodic review of the current training material and provide recommendations for materials update and revision. When required, the Contractor shall update and revise training materials. The Contractor shall develop materials for and conduct training on applications, tools, capabilities, and systems that are in development, have been added recently to the operational or training baseline, training that is not available in the institutional training system, or higher-level or refresher training as required. The Contractor shall coordinate with the developer to develop this training as required.

5.1.3.5.2.3 Distance Learning Materials Support. The Contractor shall develop computer and /or web-based training and management tools for distance learning as required, where the application and security requirements lend themselves to development of this material. Materials developed will be tested functionally and tested for operability on the identified network(s) (JWICS, NIPRNET and SIPRNET, etc.) as appropriate and shall support a broad range of Distance Learning (DL) modalities. Overall DL capabilities shall consist of, as a minimum, development and maintenance of web portal sites (e.g. Army Knowledge Online, Army Knowledge Online-SIPRNET) and on-and-off line training products that enhance access to course information and marketing, information support, reference and support materials, course registration, and access to the training products themselves.

5.1.3.5.3 Instruction Support. The Contractor shall provide instruction, instructional assistance and support for intelligence personnel and programs both in INSCOM and to satisfy Army and National Agency requirements. The Contractor shall ensure students are trained and retain a working knowledge of the material as evidenced by student test scores and instructor and other, outside evaluations. Instruction will be flexible and responsive to new and evolving training requirements whether as part of a Foundry initiative, in support of a Quick Reaction Capability (QRC) fielding, or stand-alone effort to meet an INSCOM, Army, or National Agency requirement. The Contractor shall perform all instruction, where possible, using operational data on networks and workstations furnished by the Government. Instruction can be formal classroom instruction, informal “right seat” training, or by Mobile Training Team (MTT). The Contractor shall perform instruction in the Sensitive Compartmented Information Facilities (SCIF) with the principal location on or near Fort Belvoir, VA, or other facilities furnished by the Government, or at Contractor-provided classrooms at the appropriate classification level. Government facilities include, but are not limited to, the foundry single-discipline training sites as identified in Appendix A.

5.1.3.5.3.1 Platform Instruction. The Contractor shall provide training to support the INSCOM Training Program. The training shall comprise a systematic, coordinated approach to using all intelligence and analytic tools appropriate to the analytic mission. Training shall emphasize the methods of interaction between the various analytic tools and provide specific training on how to use the analytic tools to produce intelligence products. For other programs, the training shall comprise a systematic coordinated approach to conducting intelligence operations and/or analysis for the named discipline and mission.

5.1.3.5.3.2 Mobile Training Teams. The Contractor shall establish the capability to provide Mobile Training Teams (MTT) and shall be prepared to conduct training at locations specified by the Government including overseas locations and combat zones. The Government will provide workstations for use in the conduct of training and, if necessary, the Contractor shall support delivery of the workstations and training material to the assigned training site. The Contractor may be required to conduct multiple MTTs in different locations concurrently, overlapping in time, or immediately consecutively.

5.1.3.5.3.3 Field Operations Support. The Contractor shall provide the necessary support to field operations undertaken by INSCOM in support of “Proof of Concept” demonstrations, training exercises, data exploitation and Advanced Concepts Technology Demonstrations (ACTDs) to fulfill requirements/tasking from the COR to implement guidance from HQDA G2, HQ INSCOM, and/or other members of the IC.

5.1.3.5.4 Training And Readiness Requirements, Logistics, Testing and Transition Support. The Contractor shall provide materials and logistics support for instruction and training activities.

5.1.3.5.4.1 Training Requirements Support. The Contractor shall provide requirements support in support of training activities included in this effort. This shall include, but not be limited to, the following:

- The Contractor shall develop training planning data including resource requirements (manpower, personnel, and training).
- The Contractor shall determine follow-on training recommendations including justification and impact.
- The Contractor shall identify the relationship between training deficiencies and training Tools modification requirements.
- The Contractor shall write training materials, including tasks, learning objectives, tests items, interface design and controls.
- The Contractor shall coordinate with INSCOM and develop lesson plans, guides/handbooks for a structured On-the-Job training program
- The Contractor shall develop testing products and instructor guidance.
- The Contractor shall conduct analysis to identify and validate training requirements.

5.1.3.5.4.2 Training Logistics Support. The Contractor shall provide logistics in support of the requirements listed in this PWS. This shall include, but not be limited to, the following:

- The Contractor shall conduct packaging, shipping handling and transporting of materials in support of training activities.
- The Contractor shall support the formal training scheduling, including facilitating schedule conflict resolution, provision of information to students, trainers and support personnel, and support of completion data, personnel data, and classroom statistics.
- The Contractor shall provide logistics support and implementation of statistical feedback mechanisms, tools and processes.
- The Contractor shall support the appropriate handling of classified materials handling in accordance with INSCOM procedures.
- The Contractor shall develop and recommend alternative training strategies for INSCOM consideration.

5.1.3.5.4.3 Training Testing Support. The Contractor shall perform testing and analysis in support of training, missions and functions. This requirement may include travel within CONUS and OCONUS (MTT) or assignment of contract augmentation to specific field support organizations to provide special tool application training, curriculum development, or doctrine/TTP development for HQ, INSCOM and/or other members of the Intelligence or Support Community.

5.1.3.5.4.4 Training Transition and Familiarization Support. The Contractor shall provide support to transition training functionality or materials to or from institutional training systems. This may be required when operational training provided under the INSCOM Training Plan that supports new systems and capabilities (e.g. QRC) subsequently become a Program of Record (POR) or are integrated into the general training base in the institutional training system. The functionality or material, upon Government direction, is provided to the appropriate Government agency or training institution. Training on capabilities or systems required in the field may be discontinued in the institutional system or may no longer be included in a POR (e.g. budget cuts, completion of New Equipment Training), causing a need for transition support.

5.1.3.5.5 Intelligence Regional Operations Capability (IROC) Mission Support. The Contractor shall field a team of multi-discipline intelligence experts to support the establishment and operations of the Intelligence Readiness Operations Capability (IROC) or similar, related, and follow-on operations, as required. These may be fielded at or near Foundry training nodes for Foundry-supported training locations. The live environment training will include same or similar capabilities represented in the Foundry program. Experts will conduct mission management and real-world operations using real intelligence products providing a context for real-world-experience training.

5.1.3.5.6 Cryptologic Language Training Management Support. The Contractor shall provide administrative and programmatic support as Cryptologic Language Training program managers. The Cryptologic Language Training Program Managers shall provide specific services to ensure that the INSCOM units supported have integrated into the appropriate Cryptologic training databases and automated systems, that training meets Cryptologic training standards, and that Cryptologic language training budgets and funding are properly managed. Concurrently, these personnel may be required to perform full Command Language Program Manager duties for units they support.

5.1.3.5.7 Other Support. The contractor shall support other requirements that are directly related to the training mission as required by the COR. These requirements may include, but are not limited to:

- Implement a web based “self paced” refresher training site.
- Support the institutional training system directly and indirectly with the development of TTPs, training curricula, doctrine, direct instruction, and related and associated functions.
- Develop and maintain training, training information, and training support Web Portals including, but not limited to, Army Knowledge Online (AKO) for INSCOM training programs and requirements.
- Purchase and install, as required or necessary, licenses for software applications used for training or training development. At the discretion and approval of the Government, purchase and install training support software applications that may be needed to develop or deliver training packages or programs, e.g. Adobe, Dreamweaver, or CODECs.

5.2 Train and Sustain. The Contractor shall provide administrative support, resource management, program management, training and oversight support required to manage the Army-wide military intelligence programs, force management and planning functions for the INSCOM and Army Staff elements, conduct studies to plan future force posture or missions, and testing and evaluation support of intelligence/intelligence related items for the Intelligence Community.

5.2.1 Program and Resource Management Support. The Contractor shall provide senior-level support in identification of programmatic intelligence and security shortfalls, and the development, coordination and justification of comprehensive strategies to resource these shortfalls in the years of execution, the budget year, and across the fiscal years. This effort includes general support to all HQs, INSCOM Staff elements and INSCOM Major Subordinate Commands (MSCs). Types of support include building the INSCOM submissions for all components of the following: National Intelligence Program (NIP), Military Intelligence Program (MIP) and the Army Program. Support shall be provided to INSCOM staff elements in building, submitting, and defending the above listed resource programs, compiling INSCOM submissions to the Congressional Budget Justification Books, and monitoring current year execution of INSCOM wide resources. Specific tasks include, but are not limited to:

- The Contractor shall provide the Government senior-level functional support in the development, preparation, review, analysis, coordination and maintenance of data used in planning, programming, budget, and execution processes for INSCOM having expert knowledge of Army Intelligence and Security programs which include, but are not limited to Counterintelligence, Human Intelligence, MASINT, IMINT, All-Source Analysis and production, and security including Personnel Security.
- The Contractor shall review related data and provide analysis and recommendation on strategies and courses of action to support the procuring of required manpower and dollar resources.
- The Contractor shall provide senior-level support to staff elements to assist in integrating pertinent TRM data.
- The Contractor shall conduct continuous liaison, at the senior-level, with HQDA functional and resource offices, including HQDA G2, HQDA G3, the Army Budget Office and Army PA&E to ensure INSCOM command-wide requirements are understood and resourced, and to provide INSCOM with heightened awareness of current and projected Army requirements.
- The Contractor shall provide continuous coordination with INSCOM’s worldwide MSCs for the purpose of identifying new and emerging requirements in response to dynamic changes in worldwide and local operating environments and changes in DoD, Army, and INSCOM priorities.
- The Contractor shall analyze the requirements, identify appropriate funding programs and provide the support for strategy development and provide recommendations to the INSCOM government personnel for appropriate programmatic submissions.

- The Contractor shall provide INSCOM with expert-level programmatic resourcing submissions to HQDA G2, HQDA G3 Training and Manning PEG, DIA, CIFA, OSD, the Community Management Staff, the Congressional Intelligence Committees, and other entities as required.
- The Contractor shall provide support to briefings, meetings, working groups, and conferences and shall provide visual aids and documentation as required.
- The Contractor shall analyze the current TRM processes and recommend improvements.
- The Contractor shall provide support in maintaining current and accurate TRM data.
- The Contractor shall work with representatives from each MSC and staff element to support them in resolving problems with the data and to support answering requests for information based on the TRM data.
- The Contractor shall provide functional subject matter support to G3 and INSCOM HQ in the areas of CI, HUMINT, Security, MASINT, All-Source Analysis and Production, and Security, specifically serving as the interface between the INSCOM G3 and INSCOM RM for the articulation of functional issues and shortfalls into sound, implementable resourcing strategies.
- The Contractor shall provide support in the research, analysis, preparation and justification of current year budget execution reports for submission to HQDA, CIFA, OSD, DIA and other agencies as appropriate. This includes support for these reports as necessary before Army and non-Army agencies. This process requires senior level expertise and background in experience in dealing with program issues with these organizations.
- The Contractor shall provide subject matter support to INSCOM G1, G3, and RM regarding the utilization of resources to fill civilian personnel requirements.
- The Contractor shall provide support for the INSCOM RM and HQ Staff involving appropriate allocation of budget year resources for INSCOM MSCs programs, to include the identification of resource allocations based on command priorities and operational requirements, intelligence gaps, collection requirements to fill gaps in information, provide analysis of resulting intelligence.
- The Contractor shall analyze and provide recommendations to support an analytical approach to projects, to include the review and validation of conclusions relating to the assigned area and issues.
- The contractor shall work with the INSCOM RM, G3 and subordinate commands to identify unfinanced requirements (UFRs), and provide recommendations for their prioritization, and the appropriate courses of action to fund priority UFRs.

5.2.2 Administrative Support. The Contractor shall provide administrative support including, but not limited to, data retrieval, preparing reports, personnel actions, staff meetings and providing support for briefings. Specific tasks include, but are not limited to:

- The Contractor shall provide administrative support for the annual budget process. The Contractor shall support the monitoring and tracking of the obligations and expenditures and verifying that obligations and expenditures are within the amounts programmed.
- The Contractor shall perform a variety of general office, personnel and receptionist functions, resource management and database input, administrative and clerical work for the entire organization.
- The Contractor shall provide support for the management of resources to include, but not limited to, maintaining calendars, schedule appointments, conferences; processing travel claims to include all processes and documentation using Defense Travel System; preparing and submitting messages to request country and area clearances; maintaining comprehensive travel files on a continuing basis.

5.2.3 Force Management The Contractor shall provide support to Force Management and Force Integration processes, including research of concepts and force development, analysis of strategic and operational requirements, training, planning, programming, development of decision support tools and manpower and equipment surveys in accordance with Army regulations. Specific tasks include, but are not limited to:

- The Contractor shall provide analytic support to concept and doctrine development and force structure design. This support includes force structuring and system modernization, planning, development, acquisition, production, testing, fielding, operations, maintenance and retirement of organizations and systems. The Contractor shall make improvement recommendation to current and planned Command organizations, regarding strategic, operational, and tactical intelligence issues.
- The Contractor shall support combat development functions and analyses on organizations and operations to determine Doctrine, Information, Training, Leader Development, Organization, Material and Soldiers

(personnel) (DITLOMS) shortfalls and recommend solutions in accordance with the Training and Doctrine Command (TRADOC) Requirements Determination Process.

- The Contractor shall develop, review and provide recommendations to revise planning documents in accordance with current and emerging joint and service specific doctrine.
- The Contractor shall provide support to programming, development and implementation of training programs and capabilities.

5.2.4 Intelligence Training Support. The Contractor shall provide full administrative, planning, logistics and implementation support by developing analyses, studies, reports and recommendations. Specific tasks include, but are not limited to:

- The Contractor shall provide concept development to include the impact of phased or changing mission tasking, changing national and regional intelligence priorities, new or emerging technologies/systems, and an examination of the impact on existing or planned training programs.
- The Contractor shall analyze, model and recommend improvements to current INSCOM training programs or components thereof in projected mission tasking environments.
- The Contractor shall participate in briefings, meetings, working groups, conferences, site visits, program inspections and reviews to develop and maintain current and future programs and projects, and participate in off-site coordination, communications and outreach plan.
- The Contractor shall present briefings and provide support to the production of visual aids and documents for briefings, meetings, working groups, conferences, site visits and reviews.
- The Contractor shall provide documentation that may include, but not be limited to: training plans, requirements matrices, milestone charts, decision recommendations, policy statements and directives, Memoranda of Understanding/Agreement (MOU/MOA), Installation and Installation Supply and Support Agreement (ISSA), briefings, resource initiatives for all budget phases (planning, programming, budgeting and execution), technical reports, engineering reports/alternatives, technical databases, logistics and cost benefit analyses, quarterly and annual training plans and quarterly training execution reports.
- The Contractor shall develop and maintain support of unclassified, secret and top secret web pages and databases. The Contractor shall recommend modifications and upgrades to the web pages, web sites and databases and implement said changes as directed by the Government. The Contractor shall assure that web pages, web sites and databases being developed and maintained will contain training forms, current contact information of all participating units and agencies, current manual of training opportunities and associated training products.
- The Contractor shall conduct classroom, podium, and MTT training at INSCOM or Mission Partner facilities as required.
- The Contractor shall provide support to the National Intelligence Familiarization Course to include coordinating for briefings, transportation, and associated administrative requirements to meet the needs of the Program.
- The Contractor shall maintain continuity files which describe the projects assigned, location of project files on common drives, and “How to” instructions for project handover.

5.2.5 Force Planning Services. The Contractor shall provide services needed to enhance the analytical capabilities necessary to develop and execute a strategy for migrating current Army Intelligence practices toward future intelligence frameworks and may include Intelligence, Surveillance, and Reconnaissance (ISR) studies; force modernization & organizational analysis; fiscal investment strategies for intelligence resources; and transformation of Army MI programs to meet action officer level requirements to supporting General Officer analysis of critical Army MI issues. This will include analytic tools, disciplined studies methodologies, and operations research and systems analyses (ORSA) that meet Army and DoD standards. Specific tasks include, but are not limited to:

- The Contractor shall support Force Development and Force Management processes by analyzing, evaluating, designing and executing studies and analyses directed by but not limited to INSCOM and Army G2 staff or the Army Directed Studies Office, which may include the use of models and simulations, on a broad range of issues including but not limited to:
 - Army MI support to OCO
 - Objective Force's Full Spectrum Information Dominance
 - MI support to Army Forces Generation Model

- Transformation of the Army
- Army MI support to Computer Network Operations and Cyber Warfare
- Analytical support to US Government Homeland Defense requests
- System-specific analyses of alternatives
- Organizational analyses
- Concept and technology evaluations and demonstrations
- Experiments to enhance the Army's ISR capabilities
- Army MI foreign language requirements
- Army MI non-programs of record
- Army Intelligence Discipline Specific Analytical Capabilities
- Transformation of the Army MI civilian personnel system
- BRAC Implementation
- Strategic Analysis and documentation of foreign military capabilities to support national planning
- The Contractor shall research, analyze, produce, and maintain operational concepts, studies, architectures, and models, simulations to satisfy science and technology initiatives with best value potential to enhance Army's ISR capability.
- The Contractor shall manage the development and integration of approved science and technology projects within cost, schedule, and performance goals.
- The Contractor shall develop and maintain the Army Intelligence Campaign Plan (AICP). Ensure AICP is grounded in authoritative, up-to-date, and relevant data about the state of today's MI force (Doctrine, Organization, Training, Material, Personnel and Facilities) and that it provides a strategy/roadmap for transforming the MI force to meet future needs/threats (15-20 year end state). Ensure AICP aligns with and supports, at a minimum: the Army Campaign Plan (ACP), Army Modernization Plan (AMP), Army Posture Statement (APS) and Army Program Objective Memorandum (POM).
- The Contractor shall provide associated IT support and analysis in support of Army MI. This may include web-based services that manages data on a large global scale, developing and populating the community's single validated integrated, MI manpower database and its graphical representation, automated tools and application development, web sites / portals on UNCLASSIFIED, CLASSIFIED, JWICS and Army/DOD Knowledge Centers and networks, and reliable, integrated, secure data warehousing, data management and automated tools to support "short-fused" reporting requirements, data queries and exchanges that are compatible with DoD and Army IT systems and databases.

5.2.6 Test and Evaluation Support Services. The Contractor shall conduct, analyze, and assess the test and evaluation of classified and secure systems to evaluate the systems' Mission Performance, Functionality, Operational Fit, Survivability and Vulnerability, Reliability/Availability/Maintainability (RAM), Logistics Supportability, MANPRINT, Means of Employment, Interoperability, Software Considerations, Electronic and System Security, Configuration Management, Documentation, and Training. The Contractor shall ensure that all actions necessary to support the Intelligence Enterprise, including the following key functions, are performed:

- Evaluate developmental and operational tests (detail test plan (DTP) development, data collection and analysis and reporting),
- Prepare and assist in the preparation of test documentation, i.e., Test Evaluation Master Plan (TEMP); outline test plans (OTP); test evaluation plans (TEP); Operational Assessment Plans (OAP); test reports (TR);
- Monitor developmental activities,
- Review documentation and reports,
- Participate in system program reviews, test related meetings, test working groups, and test or system related conferences.

5.3 Intelligence Systems. The Contractor shall provide engineering services to support Intelligence Systems, including the conduct of Applied Research for Technology Insertion, Intelligence Systems Support, and Intelligence Systems Security.

5.3.1 Technology Insertion. The Contractor shall support Technology Insertion to implement mission requirements through execution of the following functions:

- Assessment, documentation, and field support of emerging technologies;
- Applied Research of proven technologies and development to support or enhance operations;
- Research into technologies and capabilities with potential for transition to existing Programs of Record (POR), which include but is not limited to Distributed Common Ground System (DCGS) integration;
- Prototyping and prototype demonstrations of emerging technologies and techniques at CONUS and OCONUS locations;
- Introduction of technology into the INSCOM developmental baseline at CONUS and OCONUS Locations;
- Integration and test of proven evolutionary technologies and techniques into INSCOM operational systems and units;
- System Engineering of Hardware/Software products;
- Programmatic and technical support to transition proven technologies via identified paths or to programs of record;
- Testing and Evaluation Activities for developed or transitioning technologies.

5.3.1.1 Systems Engineering. The contractor shall perform specific tasks that include, but are not limited to:

- Design, describe, document, analyze, and update architectures, conceptual system design, interface Control Documents (ICDs) review, planned system(s) documentation, requirements, and risk management for Systems Engineering.
- Provide infrastructure support and network/hardware engineering for Systems Engineering.
- Design, develop, integrate, test, and implement Software for Systems Engineering.
- Perform Systems Integration of developed Hardware, Software and Architecture to include integration plans, integration technology constraints, and integration tools for Systems Engineering.
- Create / update Systems Requirements Specifications (SRS) for Systems Engineering.
- The SRS will contain a list of functional and security requirements software. The requirements will be presented as traceability matrices, identifying the requirement, description of the requirement, and the source of the requirement.
- Create / update Systems Design Description (SDD) for Systems Engineering. The Software Description Document (SDD) will serve as a preliminary description of the software design, which will use Unified Modeling Language (UML) to diagram the software architecture.
- Design system solution constraints for Program Management Office and Chief Architect.
- Create and maintain Requirements Traceability Matrix (RTM) for Program Management Office (PMO) and Chief Architect.
- Produce verification and validation strategy and criteria for the Program Management Office (PMO) and the Chief Architect.
- Build Concept Documents (e.g. CONOPs) for Program Management Office (PMO) and Chief Architect.
- Identify functional and technical requirements for the Program Management Office (PMO) and Chief Architect.
- Identify performance requirements for the Program Management Office (PMO) and Chief Architect.
- Build system element descriptions for the Program Management Office (PMO) and Chief Architect.
- Ensure compliance with DoD, Army, and Intelligence certification and accreditation processes to include acquisition, operation and sustainment of any system that collects, stores, transmits, or processes unclassified or classified information.
- Determine the Risks of operating the information system by evaluating confidentiality, integrity, availability, and authenticity

5.3.1.2 Configuration Management. The Contractor shall recommend Configuration Management performance standards. After the Configuration Management performance standards are approved by the Government, the Contractor shall perform specific tasks that include, but are not limited to:

- Maintain control over requirements;
- Maintain control over requirements specifications;
- Maintain control over configuration definition documentation;
- Maintain control over design changes;
- Ensure configuration identification;

- Ensure change control;
- Ensure status accounting and the audit of the functional configuration;
- Ensure status accounting and the audit of the physical configuration;
- Establish policies, processes and procedures for, and conduct Configuration Management activities for Government and/or Contractor furnished systems integration laboratories baseline, and for all projects undertaken under this contract. This includes, but is not limited to, managing the change control request process, recording the proceedings of each Configuration Control Board (CCB) meeting, and maintaining the CCB library for software and hardware baseline and deliveries.

5.3.1.3 Test and Evaluation. The Contractor shall perform comprehensive test and evaluation of classified and secure systems. Testing must be conducted and associated results must be documented and submitted via appropriate channels. Testing will evaluate, as appropriate, the systems' Mission Performance, Functionality, Operational Fit, Survivability and Vulnerability, Reliability/Availability/Maintainability (RAM), Logistics Supportability, MANPRINT, Means of Employment, Interoperability, Software Considerations, Electronic and System Security, Configuration Management, Documentation, Training, integration, and IA Security. The contractor will also need to coordinate acceptance-testing events. The Contractor shall perform specific tasks that include, but are not limited to:

- Build Test Cases to support Systems Engineering;
- Develop test scenarios for technical, functional and security testing;
- Provide issue resolution strategy step-by-step instructions on reporting, resolving and closing issues with proposed Plan of Action & Milestone (POA&M);
- Create code review metrics;
- Conduct component, subsystem, and systems testing;
- Provide a comprehensive test plan that may include developmental and operational tests, detail test plan (DTP) development, data collection and analysis and reporting;
- Develop test cases for testing functional performance requirements;
- Plan and assess demonstrations and exercises, including technical and proof of concept demonstrations as well as formal Command Post and Field Training Exercises (CPX/FTX), both in a laboratory environment and in operational environments that may include the INSCOM SIL or field units;
- Prepare and assist in the preparation of test documentation, i.e., Test Evaluation Master Plan (TEMP); outline test plans (OTP); test evaluation plans (TEP); Operational Assessment Plans (OAP); test reports (TR);
- Monitor developmental activities;
- Review documentation and reports;
- Participate in system program reviews, test related meetings, test working groups, and test or system related conferences.

5.3.1.4 Technology Implementation and Transition. The Contractor shall perform specific tasks that include, but are not limited to:

- Identify the transition path (Program of Record (POR), PMO, or other path) and propose mitigation strategies regarding integration constraints.
- Document and execute implementation strategy for chosen transition path.
- Document system baselines.
- Conduct initial user training.

5.3.2 Intelligence Systems Support. The Contractor shall enable execution of the Intelligence Mission by providing support to non-commercial Intelligence Systems, which consists of IT support to perform various IT requirements such as network operations support; Firewall Administration; Data Recovery; Software Management; Engineering, Installation, Database Support, and Web Development to develop and support the maintenance and operation non-commercial Intelligence Systems. The Contractor shall perform following tasks relating to the implementation and support of non-commercial Intelligence Systems: Installation, Mission Systems Support, Software Management, Emergency Data Recovery (EDR) Engineering and Management, Incident Support, Firewall Administration, Tier I, Tier II and Tier III System Administration, Database Management and Data Storage Support, and Web Development Support.

5.3.2.1 Installation. The Contractor shall perform specific tasks that include, but are not limited to:

- Provide support for the installation of telecommunications equipment and supporting infrastructure including system improvements, at various worldwide Department of Defense (DOD) sites supporting the INSCOM system sites.
- Conduct communications site surveys, engineering installation plans, procurement documentation, installation/repair of telecommunications equipment and supporting infrastructure for and within various worldwide DOD locations. This includes but is not limited to fiber optic cable plants supporting both secure and non-secure data networks and all associated hubs, patch panels and connector types involved in the support of the network structure.
- Develop an Engineering Installation Plan (EIP), depicting current architecture, power, HVAC, space, location, rack elevations, floor plan, etc., within 20 working days of site survey completion
- Acquire, store and stage installation materials and equipment IAW Government approved EIP materials list as required and deliver said materials (identified in the EIP and approved by the COR/ACOR) to desired site at least one week prior to installation dates.
- Research all existing sites.
- Document architecture to “pin-out” level of detail in VISIO format.
- Create, update and maintain databases and libraries in support of INSCOM to include:
 - Equipment and software installed by serial number, site, completion date of install, who installed and other categories as identified by the Government in coordination with the contractor.
- Cable plant configuration and label cables appropriately in accordance with MIL-HDBK-61A February 2001 to ensure accurate identification of cable locations and equipment supported by that cable.
- Deliver “AS Built” drawings, test results and site acceptance (included within the Engineering and Installation Plan) to the Government within 15 days of installation completion.
- Maintain architectural drawings library of all systems.
- Repair, return to service or replace any equipment that fails and is still within the manufacturer warranty period as identified by the Government to the mission of the installation.
- Install and de-install supporting hardware including Personal Computers, Communications Closet components and all associated infrastructure support.
- Participate in Quality Assurance and Quality Checks with customers.
- Troubleshoot fiber optic lines and connectors to identify problems, and take appropriate action to correct the problems within one day of identification.
- Install and configure the standard INSCOM workstation installation package to include, but not limited to Microsoft Windows Office Suite software and specialized proprietary tool suite for proper mission operation.
- Perform final testing of all equipment, circuits and networks installed during the project.

5.3.2.2 Mission System Support. The Contractor shall perform specific tasks that include, but are not limited to:

- Provide on-site technical and analytical services covering the entire range of activities, design, installation, operations and maintenance for the INSCOM IT infrastructures.
- Evaluate existing and proposed systems and requirements to structure and access Oracle and Microsoft SQL databases and provide a report to the COR.
- Analyze data base requirements of the user department, applications programming and operations and provide a report to the COR.
- Submit ongoing recommendations for solutions that require design and definition of the physical structure and functional capabilities of databases and require data security and data backup and recovery specifications.
- Recommend specifications and flowcharts and coordinates installation of revised or new systems/requirements.
- Research and analyze new technologies to identify and provide recommendation regarding mission hardware and mission support solutions.
- Review developments in computer based technologies and equipment, trends, systems requirements and interfaces. The contractor shall perform system/application level diagnostics and troubleshooting.
- Install, reconfigure, and debug operating systems, monitors and other systems and network software.

- Provide production deliverables, equipment operations, logs, records and files produced in the performance of day-to-day activities.
- Provide technical support in the effective use of software to applications programming.
- Identify problems of workflows, organization, planning, and application of IT solutions and provide recommendations to the COR.
- Ensure operations of a multi-computer site that support database analysis, database report production, WEB development, Portal development and software system development, by local and remote users.
- Coordinate system resource availability with database analysts, system and application programmers, and other users.
- Provide support to users on equipment operation, to include data communications.
- Ensure site compliance with procedures and standards as outlined in the NTISSAM TEMPEST 2/95 and 2/95A, INSCOM Pamphlet 210-6, INSCOM Memorandum 23 Jun 99, NSTISSI No, 7003, and NSA/CSS Cir No. 100-1.
- Monitor network to ensure network availability to all systems users and perform necessary maintenance to support network availability.
- Recommend required upgrade, expansion, and replacement of existing hardware and software to maintain performance levels and network availability.
- Analyze network system designs, identifies potential network systemic problems involving Cisco router-based, UNIX and Windows networked systems and provide a report to the COR.
- Identify factors to protect information commensurate with the data vulnerability and strategic importance and provide a report to the COR.
- Develop and recommend to the COR software tools to monitor and analyze activity on routers and networks.
- Recommend updates to standard system and network management configuration policy in accordance with INSCOM Standard Operating Procedures.

5.3.2.3 Software Management. The Contractor shall perform specific tasks that include, but are not limited to:

- Provide software management support for INSCOM.
- Provide Life Cycle Management support for budgeting and long-term planning processes in support of INSCOM's software management program.
- Support the training software managers at INSCOM sites on the software management program.
- Support the management of the software media library to include, receipt of new software, updating of the software tracking database, creation of back-up copies of software, library filing of the software, disposal of obsolete software.
- Support the software distribution processes are for INSCOM systems software installation world-wide.
- Support the software standards and compliancy program to include implementing control procedures for updating software baseline documenting, ensuring that the latest approved software versions are being used, monitoring software licenses to ensure that there are no lapses that may affect mission operations, conduct periodic software baseline verification inventory reviews to correct documentation deficiencies.
- Support and conduct On-the-spot audits of INSCOM computer systems documenting findings in support of INSCOM and DOD software compliancy directives.
- Maintain the inventory of all INSCOM systems software licenses to include volume licenses, site and enterprise agreements.
- Conduct the market research required to support preparation of contracts for the procurement of new software and software maintenance agreements.
- Support the INSCOM Licensing Benefits Administrator for the Microsoft Licensing Web-site.

5.3.2.4 Emergency Data Recovery (EDR) Engineering and Management. The Contractor shall perform specific tasks that include, but are not limited to:

- Perform on-site desktop engineering surveys to obtain engineering, environmental, and physical plant (construction) data required for use in the preparation of engineering installation plan (EIP) technical documentation for the Kroner EDR site.

- Prepare IT and data communications equipment installation documentation to include site surveys, floor layouts, lists of major items of equipment and bills of material (BOM), rack face elevation drawings, schematic drawings reflecting equipment interconnection and terminations, cable cut-sheets, labeling, duct layouts, engineering and installation specifications, and as-built documentation by task orders.
- Provide documentation diagrams including inventories for the off-site EDR location entire network configuration that properly identify all components to include definitions of all operations, procedures, facilities, and capabilities.
- All documentation and drawings will be CADD or MS Visio format using the software package release designated by the COR.
- Support conducting site surveys, developing project schedules developing project budgets.
- Create project management plans using MS Project and MS PowerPoint.
- Identify key project resources (both manpower and funding).
- Establish quality metrics.
- Monitor and document project progress (utilizing INSCOM G-6 quad chart template, MS Project and MS PowerPoint).
- Close out projects.
- Provide Engineering and Project Management support for system and subsystem IT data communications and facilities projects.
- Secure voice and data channel connectivity projects utilizing landline, microwave, and satellite communication systems.
- Provide conversion and integration support to technology enhancements and innovations.
- Conduct system modeling and analysis to manage traffic and optimize data flows and contention.
- Develop configuration management plans to include inventory control, hardware/software replacement procedures, problem resolution, provide oversight for acceptance testing of the facility IT infrastructure or the installed systems.

5.3.2.5 Incident Support - IT systems and infrastructure. The Contractor shall perform specific tasks that include, but are not limited to:

- Develop and implement processes and procedures, to include a single phone number contact for the Information Technology Support Center (ITSC) Local Helpdesk to call, so as to have correction of system or infrastructure incident in a timely and effective manner.
- Provide On-Site support during normal business hours. On-site support requires that the contractor maintain sufficient qualified personnel on-site to respond to incidents in person.
- Provide On-call Support beyond normal duty hours. On-call support requires that the contractor provide timely and effective support by ensuring that all service calls are responded to telephonically by qualified personnel within thirty (30) minutes of the call being made.
- Provide telephonic notification of INSCOM ITSC/source (Local Helpdesk) within 30 minutes of receiving an initial call for on call support services.
- Maintain and make available the up-to-date listing of all personnel and their contact information. Said listing shall include the up-to-date schedule of on-call support designees on the Network Support Team.
- Report in person to the INSCOM Nolan Building or the Local Helpdesk to resolve issues or problems that are not resolved by telephone.
- The Contractor shall report to the INSCOM Nolan building within 90 minutes of receiving report notification to resolve issues or problems.

5.3.2.6 Firewall Administration. The Contractor shall manage firewalls to ensure they are maintained to enhance INSCOM's security posture by allowing for consistent operation of the network and in preventing lapses in confidentiality, availability and integrity of all INSCOM's systems and data. The Contractor shall perform specific tasks that include, but are not limited to:

- Develop and implement processes, procedures and requirements to ensure the appropriate protection and continuous operation of the INSCOM firewall infrastructure.
- Control access to the firewall platforms.
- Assist with support of existing firewall platforms to ensure stability, uptime, and security.
- Conduct firewall policy reviews for audit and inventory.

- Work with application developers to ensure that proper security controls are identified, implemented, and tested.
- Mentor and coach Information Security Administrators.
- Document policies and operating procedures.
- Participate in an Incident Response Team as necessary.

5.3.2.7 Tier I, Tier II and Tier III System Administration. The Contractor shall perform Tier I, Tier II and Tier III System Administration as specified below.

5.3.2.7.1 General Tier III duties and responsibilities. The Contractor shall perform specific tasks that include, but are not limited to:

- Respond to telephone, electronic mail, and/or walk-in requests for support for all systems and equipment within the INSCOM IT environment, in accordance with current or revised service desk SOPs and/or service level agreements.
- Coordinate, track, and update service requests to ensure that all customer requirements are handled expeditiously while keeping both the user and the manager apprised of significant changes in workload status.
- Configure PDA devices on the appropriate server.
- Generate Microsoft encryption tokens and Public Key Infrastructure (PKI) tokens.
- Manage user accounts.
- Manage the process for moving printers from stand-alone to network clusters.
- Coordinate/serve as service desk interface with other service desks.
- Perform systems monitoring of network assets using a Simple Network Management Protocol (SNMP) monitoring service; notifying support agencies of any identified performance degradation. Note: These tools are currently in place but may be replaced with Army or other DoD standard tools.
- Collect and report statistics on hardware/software system problems, security incidents, and the user base to management.
- Provide Service Desk support to customers requiring assistance with electronic mail, password/account administration, Office Vision, and IBM VS/CMS operating systems. Manage passwords and login procedures customers.
- Perform network- and desktop-based detection of viruses to counter/eliminate/control. Detect, contain, and eliminate virus infestations. To enhance security and reduce incidents of unauthorized software and downloads, the desktops will be locked down. Provide general technical support for all dial-in/remote access systems.
- Ensure technical safeguards are maintained to provide controlled user access and integrity of e-mail, applications, and user data.
- Analyze network performance and suggest methods for improving network reliability, security, efficiency, and maintenance.
- Respond to trouble calls referred from the Tier I or Tier II Service Desk personnel where higher level technical support or network expertise is required.
- Develop, implement, and modify Service Desk support procedures in concert with INSCOM staff to ensure the effective, timely provisioning of services.
- Ensure that technical support staff members stay abreast of changes in hardware technology and software applications so that support services provided are current with the state of the art.

5.3.2.7.2 General Tier II duties and responsibilities. The Contractor shall perform specific tasks that include, but are not limited to:

- Support the service desk 24 x 7 operations of the IT Service Desk.
- Respond to telephone, electronic mail, and/or walk-in requests for support for all systems and equipment within the INSCOM IT environment in accordance with current or revised service desk SOPs and/or service level agreements.
- Coordinate, track, and update service requests to ensure that all customer requirements are handled expeditiously while keeping both the user and the INSCOM manager apprised of significant changes in the workload status.

- Troubleshoot problems encountered using appropriate/designated software.
- Perform desktop-based detection of viruses to counter/eliminate/control; detect, contain, and eliminate virus infestations.
- Provide technical GFE CCL support to INSCOM customers to include, CAC pin resets, provisioning of CAC cards on-site and general technical problem solving.
- Ensure that INSCOM management is kept abreast of outstanding VIP and hot topic issues through daily and weekly reports to include face to face meeting referencing hot issues.
- Coordinate, track, and update service requests to throughout INSCOM business units to ensure that all customer requirements are handled expeditiously while keeping both the user and the INSCOM manager apprised of significant changes in the workload status.
- Support various platforms within INSCOM in an effort to stay current with the changing IT environments.
- Provide technical support for standard PDAs to include CAC enabled PDAs.
- Perform back-ups as required; i.e. back up the customer's hard drive when performing operations that could result in the loss of data or back up the customer's files when re-imaging a machine.
- Provide assistance for customers with GFE IT equipment requiring help on INSCOM approved standard software applications.
- Provide general technical support for all dial in/remote access.
- Install, configure, or re-image, and maintain desktop operating systems consistent with INSCOM guidance on desktop and notebook computer systems as required.
- Ensure technical security safeguards are maintained to provide controlled user access, integrity of electronic mail, applications, and user data to include verification of installation of data at rest application on portable laptops.
- Stay abreast of changes in hardware technology and software applications so that support services provided are current with the state-of-the-art.

5.3.2.7.3 General Tier I duties and responsibilities. The Contractor shall perform specific tasks that include, but are not limited to:

- Support the service desk 24 x 7. The contractor shall provide personnel to support the 24 x 7 operations of the INSCOM Service Desk.
- Respond to telephone, electronic mail, and/or walk-in requests for support for all systems and equipment within the INSCOM IT environment, in accordance with current or revised service desk Standard Operating Procedures (SOPs) and/or service level agreements.
- Coordinate and track service requests to ensure that all customer requirements are handled expeditiously while keeping both the user and the INSCOM manager apprised of significant changes in workload status.

5.3.2.8 Database Management and Data Storage Support. The Contractor shall provide systems administration support for the core systems that includes, but is not limited to:

- Analysis,
- Design,
- Software installation,
- Partitioning,
- Patch installation,
- Device driver installation and configuration,
- Testing,
- Performance optimization,
- Preventative maintenance,
- Documentation,
- File system maintenance,
- Backup and recovery operations,
- On call support during other than Normal Duty Hours,
- Design, installation, configuration, upgrade and administration of global enterprise NAS/SAN systems to sustain and enhance the capabilities of the NAS/SAN infrastructure.

5.3.2.9 Web Development Support. The Contractor shall provide intelligence research and analysis support to INSCOM and IC users. The Contractor shall perform specific tasks that include, but are not limited to:

- Maintaining multiple intelligence web portals, sites;
- Support of message handling systems;
- Support of online databases;
- Reviewing and updating intelligence web pages and portals on a regular basis as designated by the COR utilizing basic web-authoring tools for a Microsoft oriented enterprise environment;
- Assisting in the identification of critical intelligence gaps and apply pragmatic, incisive fixes through aggressive initiative, creative problem solving and effective peer communication;
- Providing broad spectrum support for users;
- Identification of and response to customer requirements, focusing on quality assurance and customer satisfaction;
- Training and guidance in the operation of supported intelligence websites and portal;
- Support of help desk functions and related tasks;
- Identify and resolve automation and information technology hardware and software issues and problems for 60 + servers including system metrics, documentation related to security, continuity of operations, disaster recovery plans and associated accreditation packages;
- Maintain and manage several different user account databases which consist of over 5000+ accounts;
- Provide customer support via telephonic and electronic in nature.

5.3.3 Intelligence Systems Security. The Contractor shall implement COMSEC; Information Assurance, and other technology security disciplines to ensure Intelligence Systems development and sustainment meets applicable security guidance.

5.3.3.1 Information Assurance (IA). The Contractor shall ensure that Information Assurance requirements are met. The Contractor shall perform specific tasks that include, but are not limited to:

- Performing IA Information Technology assessments of proposed and existing INSCOM systems to include assessing and verifying information systems including trusted systems; identifying and assessing security requirements and deficiencies in applications, systems, local and wide area networks (LANs and WANs) and commercial switching, transmission and signaling networks;
- Conducting analysis of customer requirements by assisting in site visits for data gathering, technical analyses, documentation; and conducting feasibility studies and prepare evaluations regarding the use of new technology;
- Conducting life cycle security analyses;
- Utilizing a multi-disciplined security approach that includes the requirements for IA, Information Security (IS), Information Systems Security (INFOSEC), Administrative Security, Personnel Security, Physical security, Communications Security (COMSEC), Operations Security (OPSEC), and TEMPEST, provide the necessary documentation for the application, system, network, and site certification and accreditation processes;
- Conducting Certification and Accreditation (C&A) using the DITSCAP to achieve uniform quality and a level of consistency throughout the life cycle of INSCOM Automated Information System (AIS);
- Identifying new COTS tools to support the automated onsite and remote inspection of automated systems;
- Developing technical documentation required for the application, system, network, and site certification and accreditation processes to include, but not limited to, Risk Assessments, System Security Authorization Agreements (SSAAs), Trusted Facility Manuals, Information Assurance Policies and Procedures, and Security Testing and Evaluations (ST&Es);
- Conducting periodic and scheduled reviews of all systems Access Control Lists (ACL);
- Conducting the IA Engineering tasks necessary for the integration of new technologies and/or capabilities into all systems architecture;
- Support to new systems data feeds that require security related approvals or system configurations;
- Supporting the testing applicable Information Assurance Vulnerability Alerts (IAVA), Information Assurance Vulnerability Bulletins (IAVB) and Technical Advisories (TA) as part of the INSCOM IAVM Program;

- Conducting independent evaluations of Security Testing and Evaluations (ST&E) as part of the systems System Development Lifecycle (SDLC);
- Conducting product reviews/evaluations of IA products for inclusion in the IT systems architecture;
- Developing and maintaining the IT systems IA Plan of Action & Milestones (POA&M) by coordinating with applicable IA Reps/DAA's in support of systems C&A tasks;
- Installing and maintaining the INSCOM Open Source Information System (OSIS) solution, assignment/maintenance of user accounts, interfacing with the OSIS network proponent for network changes/modifications and assessing impacts on the INSCOM user community, analysis of OSIS connectivity problems and resolution, and training users on OSIS connections and usage.

5.3.3.2 Alternate COMSEC Custodian Support. The Contractor shall ensure that COMSEC requirements are met. Specific tasks include, but are not limited to:

- The Contractor shall provide support to the ACoFS, G6 INSCOM Information Systems Controlling Authority (CA).
- The Contractor shall serve as an Alternate COMSEC Custodian for INSCOM.
- The Contractor shall establish and operate crypto network, including validating sites crypto net key requirements and user profiles.
- The Contractor shall provide custody and accountability of CMCS-accountable COMSEC material.
- The Contractor shall provide management oversight of all sub-accounts and hand-receipt holders (HRH) to ensure compliance with existing COMSEC material security, accounting, and operational policies/procedures.
- The Contractor shall control and distribution of all classified COMSEC material and cryptographic key in support of organizational missions.
- The Contractor shall provide support for the management and administration of the accounting, maintenance, handling, storage, transfer, receipt, and destruction of COMSEC equipment and material in accordance with AR 380-40 and other guidelines as identified by the Government.
- The Contractor shall provide support to the Controlling Authority management preparing periodic messages concerning KEYMAT call-outs, authorizing destruction, implementation dates/times and ordering/canceling KEYMAT to support planned, active or contingency requirements. The Contractor shall maintain an accurate list of expiration dates for KEYMAT materials.
- The Contractor shall provide maintenance support of the records of all COMSEC transactions utilizing authorized equipment and software such as the Local Management Device/Key Processor (LMD/KP) utilizing Local COMSEC Management Software (LCMS).
- The Contractor shall provide support with updating the INSCOM COMSEC SOP and in conducting semiannual COMSEC reviews, training, inspections and inventory for Hand Receipt Holders.
- The Contractor shall provide support with writing the INSCOM Command standard operating procedures and policies for COMSEC related activities.
- The Contractor shall provide support with preparation of appropriate COMSEC related messages utilizing Message Text Format (MTF) to facilitate transmission of official message traffic over the Automatic Digital Network (AUTODIN) or the Defense Message System (DMS) network.
- The Contractor shall provide support for the planning, scheduling, coordinating, and administration of COMSEC's support to Headquarters INSCOM and its subordinate units.
- The Contractor shall provide guidance and advice for COMSEC integration and configuration management supporting requirements, programs, and projects.
- The Contractor shall develop COMSEC inspection schedules in accordance with Task Technical Manager (TTM) for INSCOM Major Subordinate Commands (MSC), checklists and conduct inspections of MSC accounts worldwide to ensure they are being maintained in IAW existing COMSEC material security, accounting, operational policies/procedures and regulations on a biannual basis.
- The Contractor shall provide technical support by conducting trouble ticket support for STE telephones.

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

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TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Required Service (Performance Objective)	Performance Standard	Acceptable Quality Level	Method of Performance Assessment
1. Provide requested level of services in response to contract and task order requirements.	<p>Arrive at designated place of duty with all required and necessary documentation, equipment, logistical support, information, etc., required to perform work no later than the time and/or date specified for each effort (as issued in each task / delivery order).</p> <p>Meet and deliver all deliverables as specified in the contract and task orders</p>	Shall meet qualification standards 85% of the time.	<p>Random inspection.</p> <p>Review customer feedback reports.</p> <p>Review of contractor reporting.</p> <p>Review of COR and KO records.</p>
2. Responsiveness	<p>On demand, prepare and deliver responses to task order proposal requests.</p> <p>Respond to Delivery Orders</p> <p>Responses shall address all aspects of the order.</p>	100% of responses are delivered within 48 hours.	Review of PM, KO, and COR / ACOR records.
3. Security	Maintain security control of information per DD254.	100% of DD254 requirement.	Review of PM, KO, and COR/ACOR.

4. Quality of services and personnel	Operational intelligence support services to DoD missions Proper skill mix, experience, and quantity of qualified personnel	85% satisfaction of skill, experience, and quantity of personnel and services provided to the mission requirements	Review of PM, KO, and COR / ACOR records Random inspection. Review customer feedback reports
6. Transition	Timely transition in and out of performance of tasks	Shall average not more than 45 days Shall not exceed 90 days	<input type="checkbox"/> Random inspection. Review of PM & COR/ACOR records.
7. Financial Control	Timely and accurate submission of invoices for individual efforts Timely and accurate notification of cost and funding limitation Maintain Cost Control	Complete and Accurate Invoices submitted for individual efforts within 30 days with no major invoice errors, no unallowable costs Continuous monitoring of Monthly burn rates with notification given, at the minimum, reaching 75% of allotted funds or cost. Shall not incur overrun of costs.	Review of invoices, KO's records, & COR / ACOR records.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Unless otherwise specified on the DD Form 1423, data items shall be preserved, packaged, packed and marked only to the extent necessary to assure carrier acceptance and safe delivery to destination at the lowest rates in compliance with the requirements of the carrier rules and regulations applicable to the mode of transportation.

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

INSPECTION/ACCEPTANCE

Inspection and Acceptance. The inspection and acceptance of work performed shall be at the site where work is performed. The Government shall have the right to inspect the contractor's performance under this contract IAW the Inspection and Acceptance clauses. The Contracting Officer (KO) may conduct such inspection and surveillance of the contractor's performance under the contract as determined appropriate and necessary. The KO shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met. The standards set forth in each task order shall be the criteria by which the contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc). Government inspection personnel may monitor the contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints. Corrective action for deficiencies shall be at the Government's discretion. Government waiver of a deficiency in one task order does not constitute waiver of the requirement for future task orders.

Appointment of Contracting Officer Representative (COR) and Assistant Contracting Officer Representative (ACOR). The KO shall designate individual(s) to act as the COR or ACOR under any resultant task order. Letter from the KO shall designate such representative with an information copy to the contractor. The COR shall represent the KO in the "TECHNICAL PHASES" of the work, BUT SHALL NOT BE AUTHORIZED to change any of the terms and conditions of the contract. The COR/ACOR shall be in a liaison capacity to coordinate activities between the contractor and the Government as required in the performance of work under each task order.

Inspection methodology. The contractor's inspection methodology shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, at a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

DCMA. When authority is delegated by INSCOM, DCMA will perform contract administration responsibilities as directed.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0002	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0003	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0004	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0005	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0006	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0007	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0008	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0009	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination
0010	POP 31-JAN-2013 TO 30-JAN-2018	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

G.1 CONTRACTOR CONTRACT ADMINISTRATOR(S).

The successful offerors shall designate the person(s) whom the Government may contact for contract administration matters. The contractor shall immediately notify the Government of any change in contract administration personnel throughout the life of the contract.

G.2 ASSIGNMENT OF CONTRACT ADMINISTRATION.

The normal contract administration functions listed in FAR 42.302(a) except FAR 42.302(a) (31) and FAR 42.302(a) (38) will be performed by the Contract Administration Office (CAO) servicing the geographic area within which the contractor is located.

G.3 CONTRACT MANAGEMENT (IAW DFARS 201.602-2).

G.3.1 Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

G.3.1.1 Contracting Officer - All contract administration will be effected by the Contracting Officer (KO). Communications pertaining to contractual administrative matters will be addressed to the KO through the Contracting Officer's Representative (COR) and Contract Specialist. A COR and Contract Specialist will be assigned on each task order. No changes in or deviation from the contract shall be effected without a written modification to the contract executed by the KO authorizing such changes.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting Officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G.5 PAYMENT.

Payment will be made via Electronic Funds Transfer. See Section I, DFARS 252.232-7003.

G.6 PAYMENT INSTRUCTIONS.

Payment Instructions for Multiple Accounting Classification Citations - The following is provided in accordance with DFARS 204.7107(e)(3): If a contract line item number (CLIN) is funded by more than one appropriation, an informational subline item number (SLIN) has been established for each accounting classification reference number (ACRN) relating to the CLIN. The contractor shall segregate and accumulate costs by CLIN and shall submit its bills by CLIN. The paying office shall proportionally allocate charges and proportionally assign payments to each SLIN based on the ratio of the obligated, but uncharged, appropriation balance for the SLIN to the total obligated, but uncharged, appropriation balance for the CLIN. To assist the paying office in assigning payments to SLINs, the

contractor shall provide the paying office with a recommended assignment of payments to SLINs with each billing. The contractor shall base this recommendation on the proportional allocation required of the paying office under this clause. For the purpose of this recommendation, the contractor shall assume that all prior billings have been charged by the paying office.

G.7 WIDE AREA WORKFLOW.

See Section H.20 Army Electronic Invoicing Instructions.

G.8 OBLIGATION OF FUNDS FOR GUARANTEED CONTRACT MINIMUM.

The funds for the minimum guaranteed amount will be obligated at the time of contract award. This amount is held in abeyance until such time the first task order is issued at which time the funds will be removed from the CLIN and contract and applied to the individual task order.

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Section H - Special Contract Requirements

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H.1 Task Order Procedures.

Requests for Task Order Proposals (RTOP) shall be competed in accordance with the FAR 16.505(b)(1) and as specified in the GLOBAL INTELLIGENCE (GI) Global Intelligence (GI) Ordering Guideline (Section J.XX).

H.1.1 The KO will issue the RTOP to the appropriate group of contractors based upon the mission area and the task order requirement. It is the Government's intent to issue a RTOP which reflects a performance-based contracting approach. The Government will provide a PWS and applicable evaluation criteria unique to each individual task order. The RTOP will address performance objectives, metrics, anticipated contract type, period of performance, contract line item number (CLIN) structure, task order proposal instructions, due date and other special requirements, as needed. The Government's RTOP does NOT constitute an authorization to start work. The Government is not required to approve or issue an award for any resulting task order proposals. Contractors are mandated to submit either a request for waiver or a proposal in response to every RTOP. Waivers may be granted on a case by case basis. However, contractors must submit a detailed written statement to the KO seeking a waiver no later than 24 hours after receipt of RTOP. Contractors must provide compelling justification in their request for a waiver. Compelling justification would include, but not be limited to: lack of resources due to large number of resources being devoted to other GLOBAL INTELLIGENCE (GI) task orders; inability to perform additional task orders due to forces beyond contractor's control; funding constraints, etc.

H.1.2 Response to RTOP. The contractor shall address the following in each of their proposals: (i) Proposal summary including:

- RTOP number
- Date submitted
- Contractor's name
- Contractor task leader contact information
- All proposed subcontractor(s) (as applicable)
- Proposed start and finish dates including critical project tasks, sub tasks and milestones
- Proposed total price or cost if a cost type task order with separate options for each CLIN as presented in the RTOP
- Reference to any unique terms or conditions, or any requests to deviate from standard contract terms and conditions
- Deliverables and Schedules

(ii) Complete description of the technical approach to satisfying all task requirements with a start and completion date for all tasks and scheduled deliverables for each task (to include the offeror's QCP).

(iii) Cost/Price Proposal Volume. (No Cost/Price Information shall be included in any task order Technical response. All Cost/Pricing information must be submitted under separate cover or in a separate volume)

(iv) Cost or Pricing data (for COST orders) or other than Cost and Pricing data may be required when there is not adequate price competition as defined at FAR 15-403-1 or when a cost type task order is contemplated. The KO will notify the offeror with the RTOP or prior to award if a Certificate of Current Cost or Pricing is needed.

(v) Task Order Acceptance Period. The contractor shall specify a period of not less than ninety (90) working days from date of closing. This date may be extended by mutual agreement.

H.1.3 Commencement of Work - The contractor shall commence work only after the issuance of the KO signed task order, unless otherwise directed by the KO in writing.

H.1.4 Post Award - Should the need arise for a task order modification, the KO will provide the contractor detailed information which describes the need for alteration and will provide the contractor instructions on how to respond.

H.2 Procedures for Task Order Award Selection.

H.2.1 RTOP and ordering procedures are identified in H.1 TASK ORDER PROCEDURES and FAR 52.216-18, ORDERING (OCT 1995). The KO will utilize the GLOBAL INTELLIGENCE (GI) Ordering Guide for guidance

and preserve competition amongst the awarded contractors through the Fair Opportunity Process. The KO will apply best business judgment to ensure task orders are awarded to the most qualified offeror and are in the best interest of the Government.

H.2.2 The Government intends to provide all awardees, within the appropriate requirement category, a fair opportunity for consideration on identified foreign language requirements. This fair opportunity will be provided through the KO's evaluation of the specific task order requirements. At the KO's discretion, information from a variety of sources (such as, the contractor's original proposals, past performance records, unique performance criteria, and/or other task order proposals, etc.) may be utilized to make the award decision.

H.2.3 For competitive task orders with a value of less than \$5M, formal debriefings will not be provided. If requested by the unsuccessful offeror, the KO will provide a brief summary of the rationale for award by telephone or electronic mail. For competitive task orders with a value of \$5M or more, an unsuccessful offeror may request, in writing, a formal debriefing in accordance with FAR 15.505.

H.2.4 Protest of task orders shall be governed by FAR 16.505 (a)(9).

H.2.5 The INSCOM Ombudsman is responsible for reviewing contractor concerns and ensuring that all contractors are afforded a fair opportunity to be considered for award, consistent with the procedures in the contract. Contractors are required to document their complaints based on facts that demonstrate they were treated unfairly in the award process. Complaints to the INSCOM Ombudsman must be forwarded to:

U.S. Army Intelligence and Security Command
Attn: Competition Advocate
8825 Beulah Street
Fort Belvoir, VA 22060-5246

H.3 Use of Contractor Support.

The Government will utilize services from Federal Acquisition Strategies (FAS), LLC ,Davis Paige Management Systems (DPMS), LLC, or another entity to be named at a later date for contract administrative support through the duration of the contracts; however, the exclusive responsibility for evaluating of task order proposals will reside with the Government. Proprietary information submitted will be protected from unauthorized disclosure as required by subsection 27 of the Office of Federal Procurement Policy Act as amended (41 United States Code (U.S.C.) 423) (hereinafter referred to as "the act") as implemented in the FAR. FAS, DPMS, LLC, and any other organization providing contract support shall be contractually bound by organizational conflict of interest (OCI) and disclosure clauses with respect to proprietary information. Contractor personnel are subject to the Procurement Integrity Act, 41 U.S.C. 423 and will take all necessary action to preclude unauthorized use or disclosure of a competing contractor's proprietary data. Nondisclosure and OCI certificates for all contractor support personnel are on file at the respective contracting activities.

H.4 Socio Economic Requirements.

H.4.1 Small Business Subcontracting Plan.

H.4.1.1 The Small Business Subcontracting Plan shall be in accordance with FAR 19.7, FAR 52.219-9, DFARS 219.704, the Army Federal Acquisition Regulation Supplement (AFARS) 5119.704 and AFARS Appendix DD. NOTE: AFARS is located at: <https://www.alt.army.mil/portal/page/portal/oasaalt/documents/AFARS.pdf>. The Small Business Subcontracting Plan shall be incorporated into the GLOBAL INTELLIGENCE (GI) contract.

H.4.1.2 The Small Business Subcontracting Plan shall demonstrate how small business concerns, including; small businesses (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUB Zone small business (HUB Zone SB), small disadvantaged business (SDB), women-owned small business (WOSB), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) will have the maximum practicable opportunity to participate in performing contract(s) resulting from this solicitation. The Small Business

Subcontracting Plan shall also establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and where in contract performance the small business concerns will be participating.

H.4.1.3 Small Business Subcontracting Plans shall have a minimum small business subcontracting value of 37.2% of the total value of the subcontracted work for task orders awarded under the IDIQ contract. The 37.2% small business subcontracting goal includes the following subcategory goals, as a minimum:

Service-Disabled-Veteran-Owned Small Business	5.0%
Veteran-Owned Small Business	3.0%
Small Disadvantaged Business	5.0%
Woman-Owned Small Business	5.0%
HUBZONE Small Business	3.0%

The above subcategory percentages shall be calculated based upon the total value of the subcontracted work for task orders awarded over the life of the contract. The Government will review the contractor's progress in complying with these goals annually. The small business subcontracting requirement for large business shall apply to first tier subcontractors only.

H.4.2 Small Business Participation Plans (SBPP).

H.4.2.1 The Small Business Participation Plan shall demonstrate how small business concerns (SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, and WOSBs) will have the maximum practicable opportunity to participate in contract performance. The contractor's SBPP shall be incorporated into the GLOBAL INTELLIGENCE (GI) contract.

H.4.2.2 The SBPP shall indicate the percentage of small business participation based upon the total value of the task orders awarded under the IDIQ contract. The SBPP shall also include the percentage of participation planned for the following small business subcategories:

Service-Disabled-Veteran-Owned Small Business
Veteran-Owned Small Business
Small Disadvantaged Business
Women-Owned Small Business
HUB Zone Small Business

The Government will review the contractor's progress in complying with these goals annually.

H.4.3 Subcontract Reporting (Large Businesses Only):

All prime contractors shall submit to the KO the Individual Subcontract Reports (ISR) and Summary Subcontract Reports (SSR) using the electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>). The report shall provide information on subcontract awards to SB, VOSB, SDVOSB, HUB Zone SB, SDB, WOSB, and HBCU/MI concerns and shall ensure that all U.S. subcontractors agree to submit ISRs/SSRs. The failure of the contractor to comply in good faith with its subcontracting plan as required by this contract shall be a material breach of the contract

H.5 Security Requirements.

The contractor shall maintain and administer a security program in accordance with the National Industrial Security Program Manual (NISPOM), Department of Defense (DoD) 5220.22-M, all applicable DoD and DA security policies, procedures, and directives, including the DD Form 254 and the Director of Central Intelligence Directives (DCID).

H.5.1 Select contractor personnel performing under this contract shall be required to have appropriate security

clearances. Some positions may require HUMINT Control System (HCS), Gamma access, and Counter Intelligence (CI) Polygraph. The contractor shall be responsible for obtaining all necessary security clearances for contractor personnel. The contractor shall maintain and administer a security program in accordance with the NISPOM and DoD 5220.22-M.

H.5.2 This contract requires access to and release and transmission of classified information. There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of classified information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the KO or the COR. Physical and personnel information and operational security measures are part of the security specifications for this contract as outlined in the DD Form 254, in accordance with emerging Intelligence Community Directives (ICDs), DCIDs, NISPOM Supplement, and other applicable Government security regulations and directives. The contractor shall be responsible for furnishing classification guidance to its employees for services to be performed. The contractor shall comply with special instructions and controls for handling, processing, storing, and transmission of classified information in accordance with applicable Government regulations, manuals and directives. Additional SCI security requirements are delineated in the addendum to the DD Form 254.

H.5.3 The Contractor's Special Security Officer (CSSO) shall have oversight responsibility for all security activities and requirements associated with this contract. The CSSO shall ensure all contractor personnel employed on this contract have appropriate clearance based upon positions/functions requirements being performed. The contractor shall also be responsible for ensuring the availability of eligible personnel for positions/functions requiring polygraphs for access to certain Government SCI facilities and/or networks.

H.5.4 Personnel Processing Time -The contractor will be authorized payment for the initial security processing time and the travel time to the assigned duty station for each employee supporting the GLOBAL INTELLIGENCE (GI) contract task order. This coverage shall be limited to 30 days per person. Charges beyond the 30-day limit shall not be charged to the Government. The contractor shall bear all costs exceeding 30 days.

H.5.5 English Language Documentation - Except for unusual circumstances, whereby a copy of specific documentation must be written or translated into the language of the host nation, all contractor-prepared documentation to be furnished under the contract shall be written in the English language.

H. 5.6 In accordance with DoD Manual 5105.21-M-1, the Cognizant Security Authority (CSA) is the U.S. Army Contractor Support Element (CSE) and supporting Special Security Officer (SSO), Fort Meade, MD.

H.5.7 The contractor shall be responsible for processing all necessary security clearances and identification of contractor personnel. As needed, personnel may be issued a Common Access Card (CAC) for computer access and for logistical support in overseas areas. See AR 600-8-14 (Dec 02). The contractor will ensure that all badges and cards are returned and Government accounts are closed.

H.5.8 Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. This contract document is UNCLASSIFIED.

H.5.9 Antiterrorism Considerations - In accordance with DFARS PGI 207.105(b) (20) (D) and DoD Instruction 2000.16, DoD Antiterrorism Standards, the contractor shall comply with the policies and procedures of the U.S. Antiterrorism Officer (ATO) at each location where work is being performed. DoD Instruction 2000.16 is available at the Washington Headquarters Services website at <http://www.dtic.mil/whs/directives/>. Information with regard to the INSCOM procedures and policies will be provided at a later date. A modification to the contract will be the instrument of notification for this action. The contractor may submit a request for an equitable adjustment for any directly incurred costs for compliance with these policies and procedures, following the modification incorporating the policy and procedures guidance. Equitable adjustment requests shall be in compliance with clauses.

H.6 Security Requirements – Software Certification.

H.6.1 The contractor shall ensure that any software to be provided or any Government furnished software to be returned, under this contract is free from malware.

H.6.2 The contractor shall immediately inform the KO when there is a reasonable suspicion that software provided or returned may contain malware or otherwise has potential to cause harm to Government systems.

H.6.3 The contractor shall exercise reasonable care, to include the following procedures in the course of contract performance:

H.6.3.1 Using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

H.6.3.2 Prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.7 Training.

The contractor is required to ensure that all employees comply with the Mandatory Intelligence Training requirements for contractor personnel in accordance with Army Regulation (AR) 381-10. The contractor must provide appropriate documentation acceptable to the COR and/or ACOR that the required training has occurred for each employee. The specified training (H.7.1 – H.7.7) are mandatory for all personnel in the Intelligence environment.

H.7.1 Operations Security (OPSEC): AR 530-1, 19 April 2007, Training Programs. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information. Chapter 4 of AR 530-1, Training, requires that newly arrived personnel receive an OPSEC orientation briefing within the first 30 days of arrival at the organization. The AR further requires that all personnel receive an annual OPSEC briefing. Contractor personnel may utilize the OPSEC briefings presented by the INSCOM OPSEC Program Manager/Coordinator. The Contractor will maintain documentation for all initial and annual OPSEC training.

H.7.1.1 The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted.

H.7.1.2 All material produced by the contractor which will be released to the general public will be subject to OPSEC and Security reviews from INSCOM OPSEC Officer, Security Officer and INSCOM Public Affairs Office prior to release.

H.7.1.3 These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

H.7.1.4 The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose. The Contractor will also notify the Contracting Officer in writing of its destruction.

H.7.2 Threat Awareness and Reporting Program (TARP) AR 381-12, 04 October 2010, Applicability. This regulation applies to active Army, Army National Guard, and U.S. Army Reserve personnel; DA civilian employees and contractors of the DA; local national employees and DoD contractors employed by Army agencies in overseas areas, as governed by Status of Forces Agreements (SOFA) and applicable treaties between the United States and the host countries. All contractor personnel shall receive TARP training at least annually.

H.7.3 Antiterrorism and Force Protection (AT/FP): AR 350-1, 18 December 2009, Army Training and Leadership Development, Section VI, 1-22, Antiterrorism and Force Protection. Specific Army standards for AT/FP training are listed in chapter 5, AR 525-13. Individual AT/FP training is mandatory for DoD contractors prior to travel outside the 50 United States and its territories and possessions for any reason, including mobilization, TDY, permanent change of station, and leave. Individual AT/FP training is valid for one (1) year and must be documented.

All contractor personnel shall receive AT/FP training prior to deployment and at least annually during deployment.

H.7.4 Computer Security: AR 25-2, 24 October 2007, RAR 001, 03/23/2009, Information Assurance.

H.7.4.1 A well-protected DoD/Army network enables organizations to easily handle the increasing dependence on the Internet. For a DoD/Army organization to be successful, it needs to integrate information that is secure from all aspects of the organization. The purpose of this policy is to outline the acceptable use of computer equipment within a DoD/Army organization. These rules are in place to protect the employee and the organization. Inappropriate use exposes DoD/Army units to risks including attacks, compromise of network systems and services, and legal issues. This policy applies to all employees, contractors, consultants, temporary employees, and other workers assigned to the DoD/Army organizations.

H.7.4.2 Annual security education, training, and awareness programs are to be developed and conducted that address, at a minimum, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering.

H.7.5 Intelligence Oversight: AR 381-10, 3 May 2007, U.S. Army Intelligence Activities; DoD Regulation 5240.1-R; and Executive Order 12333.

H.7.5.1 Executive Order 12333, "United States Intelligence Activities," was intended to provide the intelligence community with clear guidance on their roles and missions and facilitate their activities, while protecting the rights of the American people. DoD Regulation 5240.1-R implements E.O. 12333 and governs the activities of DoD intelligence components. The Army implements E.O. 12333 and DoD 5240.1-R through AR 381-10, US Army Intelligence Activities. AR 381-10 applies to Army military, civilian, and contractor personnel.

H.7.6 Classified Markings Training: Executive Order 13526, 29 May 2009.

H.7.6.1 Executive Order 13526, "Classified National Security System" outlines the standards and training requirements for those persons who classify and handle classified information. The purpose of this Executive Order is to implement a standard for classifying information, ensuring the safeguarding of classified information, and to avoid over classification.

H.7 Any additional mandatory training that may be required during contract performance for the INSCOM work force to include contractors, when applicable, will also be required to be completed as part of the training requirement.

H.8 Dissemination of Information.

H.8.1 Performance under this contract may require the contractor to access non-public data and information proprietary to a Government agency, another Government contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the contractor, nor contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the KO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

H.8.2 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it and failure to safeguard any classified information that may come to the contractor (or any persons under the contractor's control) in connection with work under this contract, may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798 of the United States Code (U.S.C.). Neither the contractor nor the contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

H.8.3 There shall be no dissemination or publication, except within and between the contractor and any

subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR or the KO. The contractor shall direct to the COR or the KO all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.

H.9 Organizational Conflicts of Interest (OCI).

H.9.1 Performance under this contract may create potential organizational conflicts of interest such as are contemplated by FAR Part 9.505. The contractor shall not engage in any other contractual or other activities which could create an organizational conflict of interest (OCI) with its position under this contract which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. This provision shall apply to the prime contractor and all subcontractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

H.9.2 The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to any non-public data or third-party proprietary information.

H.9.2.1 Whenever performance of this contract provides access to another contractor's proprietary information, the contractor shall:

- (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and
- (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the KO within fifteen (15) calendar days of execution.

H.9.3 The contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such information subject to the limitations described in this clause, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

H.9.4 The contractor shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

H.9.5 For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law.

H.9.6 The contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for two (2) years thereafter. When the provisions of this clause are included in a subcontract, the term "Contracting Officer" shall represent the head of the contracts office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular

subcontract must first be submitted to the Government KO for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to OCI clause restrictions outlined above.

H.10 Non-Disclosure Agreements.

Prior to commencement of work, contractor personnel will be required to sign the Non-Disclosure Agreement (NDA) in Section J.XX. The successful contractor will provide a list of executed NDAs with a self certification within 15 days of award and annually thereafter to the COR.

H.11 Contractor Code of Business Ethics and Conduct.

H.11.1 Contractors must disclose in writing to the DoD Inspector General Office and the KO, information set forth in the clause at FAR part 52.203-13, Contractor Code of Business Ethics and Conduct, when, in connection with the award, performance, or closeout of this contract or any subcontract hereunder, the contractor has credible evidence that a principal, employee, agent, or subcontractor of the contractor has committed:

- (i) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the U.S.C; or
- (ii) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

H.11.2 The contractor must send such information to the Inspector General for the DoD at the following address:
Department of Defense Office of the Inspector General
Investigative Policy and Oversight Contractor Disclosure Program
400 Army Navy Drive Suite 1037
Arlington, VA 22202-4704
Toll free number: 866-429-8011

H.12 Contractor Identification.

In accordance with Homeland Security Directive No. 12 (HSPD-12), when contractor personnel perform the services required in this contract on a Government installation, they are required to possess and wear an identification badge that displays his or her name and his or her "contractor" status. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts. All documents or reports produced by contractors are to be suitably marked as contractor-produced products or that contractor participation is appropriately disclosed.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written and verbal communications.

H.13 Contractor Personnel Supervision.

The contractor's personnel shall at all times be considered and recognized as employees of the contractor and under the contractor's control. In order to ensure that the services defined in the task orders are satisfactorily performed, the KO or the COR shall issue directions and requirements concerning the work to the designated team lead of the contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such KO or COR.

H.14 Key Personnel.

Key personnel are those persons, whether employed by the offeror or by one of the offeror's prospective subcontractors, who will occupy any of the critical key personnel positions. These personnel are required to establish and manage critical support functions identified in the GLOBAL INTELLIGENCE (GI) PWS. The contractor shall identify and provide resumes of all proposed key personnel. Contractors may propose additional key position(s) and name(s) of the key personnel in addition to four (4) listed below.

Position	Name of Key Personnel*
Financial Officer	
Senior Program Manager	
Security Officer	
Contract Manager	
*Additional Position	

*Offeror shall fill in list of key personnel.

H.15 Replacement of Key Personnel.

H.15.1 The contractor shall notify the KO prior to making any change in key personnel, as identified in their proposal submission.

H.15.2 Prior to directing any of the specified key personnel to other programs, the contractor shall submit justification to substitute key personnel at least 30 calendar days prior to the substitution. Justification shall be in sufficient detail, to include the replacement's resume, to permit evaluation of the impact of the proposed change on the program and its schedule. No substitution shall be made by the contractor without the advanced written consent of the KO of any anticipated change. The contractor shall demonstrate to the satisfaction of the KO that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced.

H.15.3 In the event the contractor's personnel performance is unsatisfactory to the Government, the KO reserves the right to request and receive satisfactory replacement.

H.16 Availability of Contractor Personnel and Access to Facilities.

During the progress of work called for herein, the contractor shall, upon request of the KO or designated COR, make available any of his personnel engaged in the performance of the work for conferences with the KO or his duly authorized representative or other intelligence community offices/organizations. In the event that Government personnel visit the contractor's facility for the purpose of the conferences or study of work in progress, the contractor shall make available to the Government representative adequate meeting space, as necessary at no additional cost to the Government.

H.17 Government Shutdown Requirements for Essential Contractor Personnel.

H.17.1 Federal Holidays.

Federal Law (5 U.S.C. 6103) establishes the following public holidays for Federal employees:

- (i) New Year's Day
- (ii) Birthday of Martin Luther King, Jr.
- (iii) Washington's Birthday
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veterans Day
- (ix) Thanksgiving Day
- (x) Christmas Day

When a holiday falls on a non workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

Unless otherwise specified in the task order, the contractor is to observe the Federal Holidays as set forth above.

(The following is applicable to cost-type orders only)

H.17.2 Government Closure - In the event that the US Government Office of Personnel Management (OPM) officially announces closure of the federal Government, and federal employees (other than emergency essential personnel) are not required to report to work, the contractor shall follow this guidance:

H.17.2.1 Personnel who, in accordance with the terms of the contract, perform their contractual duties on a Government installation or in a Government facility but have not been designated emergency essential personnel or are not fulfilling 24/7 requirements shall not report for duty under this contract and the contractor shall not invoice for those hours.

H.17.2.2 Personnel who have been designated in writing or verbally notified by the KO (written confirmation will be provided within 2 business days) as emergency essential shall report to work.

H.17.2.3 Personnel fulfilling 24/7 contract requirements (if any) who are not emergency essential but who are already at work may remain at work if approved by the COR.

H.17.3 Installation Closure - The installation commander may, at his discretion, close the post, installation or facility even if the Government is otherwise open. In this case, (i.e., if the Government is open but the post, installation, or facility is closed), contractor personnel will not be able to report regardless of status. The contractor shall not invoice for these hours. Unless the cognizant Government authority directs personnel to leave the installation, contractor personnel on site at the time of the closure may stay to complete their shifts at the discretion of the contractor taking into account safety and other issues. Contractors may bill for hours worked.

H.17.4 Announcements - The contractor shall be responsible for monitoring announcements and informing employees of federal Government or installation closures.

H.17.5 Alternate Duty Sites - In the case of either Government-wide or installation closure, the contractor personnel whose place of duty is the installation or facility are not authorized to perform at an alternate duty site unless the KO approves the type of work and the alternate location in writing in advance.” (Exception H.18 Continuity of Operations (COOP))

(The following is applicable to Firm-fixed priced orders)

H.17.6 The COR shall notify the contractor as to the instructions that are to be followed in the event of a Government shutdown. The contractor shall be responsible for the notification of its personnel.

H.18 Continuity of Operations (COOP).

Should a COOP - level event occur, the contractor shall be required to follow evacuation and relocation procedures and instructions to the approved COOP location. In addition to maintaining their own COOP plan, the contractor shall obtain instructions from the appropriate security or facility commander at each performance location for the applicable evacuation and relocation procedures.

H.19 Manpower Reporting Requirement/Accounting for Contract Services.

“The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/> The required information includes: (1) Contracting Office, KO, COR, ACOR; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) contractor name, address, phone number, email address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and

separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct [Extensible Markup Language] XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

H.20 Army Electronic Invoicing Instructions.

Contractor shall submit payment request using the following method(s) as mutually agreed to by the contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)
- Web Invoicing System (WInS) (<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify) _____

DFAS POC and Phone: (To be provided at award) _____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions (To be completed at award)

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents. [Check the appropriate block]

TYPE OF

- [Commercial Item Financing](#)
- [Construction Invoice](#) (Contractor Only)
- [Invoice](#) (Contractor Only)
- [Invoice and Receiving Report \(COMBO\)](#)
- [Invoice as 2-in-1 \(Services Only\)](#)
- [Performance Based Payment](#) (Government Only)
- [Progress Payment](#) (Government Only)
- [Cost Voucher](#) (Government Only)
- [Receiving Report](#) (Government Only)
- [Receiving Report With Unique Identification \(UID\) Data](#) (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- [Summary Cost Voucher](#) (Government Only)

CAGE CODE: [Enter Contractor Cage Code here]

ISSUE BY DODAAC: [Enter Contracting Office DODAAC here]

ADMIN BY DODAAC: [Enter office administering contract here]
INSPECT BY DODAAC: [Enter Inspector's DODAAC here if applicable]
ACCEPT BY DODAAC: [Enter Acceptor's DODAAC here if applicable]
SHIP TO DODAAC: [Enter Ship to DODAAC(s) here]
LOCAL PROCESSING OFFICE DODDAC: [Enter LPO DODAAC here if applicable]
PAYMENT OFFICE FISCAL STATION CODE: [Enter Fiscal Station CODE]
EMAIL POINTS OF CONTACT LISTING: [Use Group e-mail accounts if applicable]
INSPECTOR: [Enter Inspector's email address here]
ACCEPTOR: [Enter Acceptor's email address here]
RECEIVING OFFICE POC: [Enter receiving office POC email address here]
CONTRACT ADMINISTRATOR: [Enter Contract Administrator's email address here]
CONTRACTING OFFICER: [Enter Contracting Officer's email address here]
ADDITIONAL CONTACT: [Enter email address(es) here]
For more information contact [Enter Contract Specialist's and/or Contracting Officer's name, email & phone here]

H.21 Limitation of Government Obligation.

This contract will have subsequent task orders and if appropriate the task orders may be incrementally funded. The award document resulting from this solicitation will not have any associated funding, except for the minimum guarantee. The funding will be provided through individual task orders. 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 task order modification, and any such modification shall state separately the amount(s) allotted for cost, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

H.22 Contractor Performance Assessment Reporting System – CPARS.

H.22.1 The COR will use the Contractor Performance Assessment Reporting System (CPARS) web-enabled application or appropriate replacement system to collect and manage a library of automated contractor performance evaluations. The COR will be responsible for the automated contractor performance evaluations to be completed in accordance with FAR Part 42. FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

H.22.2 In accordance with FAR Part 42.15, and as otherwise provided by this contract, the contractor's performance under this contract shall be subject to evaluation as follows:

H.22.2.1 Final evaluation shall be conducted for all task orders after completion of contract performance; H.22.2.2 Interim evaluations may be conducted at the Government's discretion.

H.22.3 Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the KO shall also consider relevant past performance information when making responsibility determinations.

H.22.4 The KO shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the contractor as soon as practicable after completion of the report. The contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H.23 Insurance.

FAR clause 52.228-7, Insurance--Liability to Third Persons, the contractor shall certify to the KO, prior to commencing work that he has and shall maintain the types of insurance for minimum amount of coverage listed below:

	TYPE OF INSURANCE	MINIMUM AMOUNT
(i)	Workmen's Compensation and all occupational disease	As required by Federal and State Law
(ii)	Defense Base Act	As required by Federal Law
(iii)	Employer's Liability including all occupational disease when not so covered in Workmen's Compensation above	\$100,000 per accident
(iv)	General Liability (Comprehensive) Bodily Injury per Occurrence	\$500,000
(v)	Automobile Liability (Comprehensive):	
	Bodily Injury per person	\$200,000
	Bodily Injury per occurrence	\$500,000
	Property Damage per accident	\$20,000

H.24 Government Furnished Equipment/Material/Property/Facilities.

H.24.1 The detailed list of Government property to be furnished to the contractor will be stated in the individual task orders.

H.24.2 The contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the KO after verification made by a designated representative of the KO.

H.24.3 When deemed necessary, a representative of the KO will be present to inspect the condition of the property prior to packaging thereof for return to the Government. In order to accommodate this inspection requirement, the contractor shall provide the KO with at least 24 hours prior notice so that personnel may be assigned for these examinations.

H.24.4 On 30 September of each calendar year, or within 30 days of completion or termination of the contract, whichever occurs first, the contractor shall provide an accounting of all Government property which has come into its possession or custody under the contract. See Section J.X.X Contract Data Requirement List (CDRL) Annual Report.

H.24.5 Contractor employee signature on a hand-receipt represents acknowledgement that responsibility for all Government equipment has transferred to the contractor and is accountable under FAR Part 45. See Section J.X.X CDRL, Annual Report.

H.24.6 The contractor shall maintain records which indicate a complete and verifiable cost and accountability audit trail for all GFE, and any other items that may come under the accountability of the contractor. See Section J.X.X CDRL, Annual Report and FAR Section 52.245-1.

H.25 Travel.

H.25.1 The COR or Program Manager will be the approval authority for all contractor travel requests, submitted in writing and in advance of all travel. Transportation, per diem, air fare, auto rental, out of pocket expenses, and other allowable expenses shall be reimbursed in accordance with FAR part 31.205-46. The Government will not reimburse travel expense or travel time to and from the contractor's assigned locations. The Government will reimburse all reasonable travel-related expense and Government-directed travel as an "other direct cost" (ODC) on a cost-reimbursable basis up to a not-to-exceed amount to be determined. All travel costs and reimbursements are funded

and expended through the task orders.

Unless otherwise approved by the contracting officer in writing, the contractor shall provide, no later than 10 working days from the proposed temporary duty (TDY), a travel TDY request for approval through the COR/ACOR. The contractor shall provide within five (5) working days, a written EXSUM (Executive Summary) or AAR (After Action Review) on all meetings and conferences attended on behalf of the Government to the COR.

H.25.2 Travel to Restricted/Denied Areas.

By virtue of access to Special Intelligence (SI) material and information, contractor employees may have restrictions placed upon them for foreign travel in areas of unrest if traveling for other than contract support purposes. The contractor shall be responsible for exercising adequate supervision to ensure the employees who have such access are fully aware of the possible restrictions. The contractor shall ensure that these employees comply with NISPOM and DOD 5220.22-M requirements for notification and obtaining authorization prior to travel to areas listed by the State Department or other U.S. Government Agencies as “denied or restricted” travel areas. The sponsoring agency will ensure that supplemental direction or guidance is provided to the contractor as appropriate or as required.

H.25.3 Local Travel.

Local travel is considered travel within a 50-mile radius from the home station to perform official duties such as attending meetings, conferences, etc., and will be paid only from the duty location to the destination and return. Local travel as tasked by the Government (meetings at other Government activities or contractor facilities, for example) will be reimbursable at the applicable Federal Travel Regulation (FTR) rate for Privately Owned Vehicles (POV). Reimbursement will not be provided for POV travel between the contractor's corporate and/or regional offices and Fort Belvoir, Virginia, the Pentagon, or any Department of the Army office within the Military District of Washington (MDW).

H.26 Expense Vouchers.

Expense vouchers submitted following completion of OCONUS TDY shall, if applicable, show costs for each item in foreign currency and the conversion to U.S. currency. The conversion formula must be entered on the voucher and show the official exchange rate in use at the time of travel.

H.27 Letters of Authorization (LOA) for OCONUS Travel/SPOT.

H.27.1 Prior to travel, the company contractor (CC) shall utilize the Synchronized Predeployment and Operational Tracker (SPOT) (<https://spot.altess.army.mil/privacy.aspx>) to enter/validate new or previously entered employee data, validate contract information, identify task personnel, enter/validate company-provided equipment, update employee deployment details, certify deploying employees meet all eligibility requirements, and request LOAs for deploying company employees. For detailed information on user roles and SPOT processes, please refer to the Business Rules for the Synchronized Predeployment and Operational Tracker at the following link: http://www.acq.osd.mil/log/PS/SPOT/SPOT_Business_Rules_Web_10-07-10.pdf. Except for emergency travel, LOAs shall be submitted with the following information at least 14 calendar days prior to the date of anticipated departure to facilitate processing and approval. In addition, the requirement for Theater Clearance Requests (TCRs) will be followed. The Government will approve LOAs only for properly cleared personnel who have appropriate country and travel clearances. The LOA must be executed by the KO.

H.27.1.1 Accounting for personnel through the U.S. Army's Synchronized Pre-deployment and Operational Tracker (SPOT) - See Section I Full Text DFARS 252.225-7040.

H.27.1.2 The contractor shall use the Army SPOT program for accountability of contractor personnel deployed in support of unclassified military operations. Follow the instructions below in order to gain access to the SPOT via an Army Knowledge Online (AKO) account. Steps to follow are:

H.27.1.3 Most defense contractors have sponsors in order to gain access to the AKO database. In cases where the

contractor is unable to gain access to the SPOT database, the contractor should immediately contact the COR or the KO for resolution. The contractor is ultimately responsible for ensuring that all personnel are properly accounted for by inputting and maintaining all deployed personnel in the SPOT database within 24 hours of notification of deployment.

H.27.2 Items below are required for OCONUS travel:

- (i) Individual's Full Name
- (ii) Title and GS Equivalency
- (iii) Social Security Number
- (iv) Countries to be Visited
- (v) Purpose
- (vi) Period of Deployment

H.27.3 The contractor shall develop and provide theater and country clearance messages for all personnel traveling to OCONUS locations. Those requests shall be submitted in time to be processed as required by each respective theater command. TDY to restricted areas requires a country clearance message to be processed for approval to travel to those locations. The contractor shall ensure that employees comply with NISPOM and DoD 5220.22-M requirements for such travel.

H.27.4 The following information shall be included in the text of the LOA: A trip report shall be submitted to the COR no later than 10 working days following completion of travel. Trip reports shall reference the task order number directing the travel and the corresponding LOA number. Travel to be performed is necessary in the public service. Cost for travel performed under this LOA will be reimbursed to the contractor under the terms and conditions of this contract (W911W4-12-D-XXX). Individual is authorized to travel on commercial or military aircraft or other conveyance under this contract as required for mission accomplishment. The cost of military aircraft travel shall be billed to the contractor. This LOA shall not be construed as authorization for the contractor to exceed the ceiling on travel funds set forth in this contract. When traveling, you are authorized to carry hand-receipted Government equipment. Weapons shall not be transported incident to travel. Any questions resulting from this LOA shall be directed to the COR or the ACOR.

H.28 OCONUS Contractor Conduct and Personnel Appearance.

H.28.1 Personnel participating in, and providing support to military training exercises, regular or Quick Reaction Capability (QRC) deployments, contingency operations, hostilities, war, or other unusual situations may be required to wear Nuclear Biological Chemical/Chemical Biological Radiological (NBC/CBR) protective clothing/masks, attend training applicable to that effort, receive inoculations, and utilize supporting equipment when required by the supported commander and directed by the COR or ACOR, if appropriate. When required by the mission or theater commander, the Government will provide to the contractor all military unique individual equipment. Personnel, who display disruptive behavior, violate substance abuse laws, or regulations of host nations or host military commanders shall be immediately terminated from the GLOBAL INTELLIGENCE (GI) program and returned to CONUS at contractor expense. The contractor shall be responsible for ensuring that employees assigned to this contract comply with the applicable laws and regulations of the host country and any political subdivisions thereof. The contractor is also responsible for ensuring that such employees comply with military rules and regulations when employed in areas under the jurisdiction of the applicable military commander. In the event that a contractor's employee is barred from continuing to perform under the contract for failure to comply with the laws, rules, and regulations, the costs incurred by the contractor because of the removal of the employee or the substitution of a replacement employee shall not be reimbursable under this contract. The disallowed costs would include relocation costs incurred by the contractor to furnish a suitable substitute employee for the overseas assignment.

H.28.2 The contractor shall maintain and administer a security program in accordance with the NISPOM, DoD 5220.22-M. Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in the contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to termination under the appropriate termination clause herein.

H.28.3 Right of Replacement - The Government reserves the right to direct any contractor employee to be removed from performance, directly or indirectly, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security. This action shall be made whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to remove any contractor for the purpose of conducting any investigation of alleged misconduct that may, in the opinion of the KO, jeopardize the security of the project.

H.28.4 Personal Appearance and Work Attire. Contractor personnel shall wear appropriate civilian business attire and/or appropriate civilian clothing, as required by specific missions. The ACOR or COR shall also prescribe protective items furnished by the Government to be worn, based on force protection requirements and local command policy. Contractor personnel working under this contract shall present a professional appearance commensurate with standards delineated for Government civilian/military employees acting in similar capacities. Clothing or uniforms shall be kept clean and neat (i.e. no debris, dirt, mud, stains, rips, tears, or holes) as practicable considering work conditions.

H.29 Deployment.

H.29.1 Deployment means the movement of personnel into a theater of operation in support of a military contingency operation. This can be either movement from CONUS to OCONUS or from one OCONUS area to another OCONUS area that is supporting a military or humanitarian operation; e.g., Operation New Dawn (OND) to Operation Enduring Freedom-Afghanistan (OEF-A) to OEF Trans Sahara (OEF-TS).

H.29.2 General.

H.29.2.1 This general guidance addresses the deployment of contractor personnel in support of military forces in combat, contingency operations, or an exercise. Contract performance in support of combat or contingency operations is inherently dangerous. The contractor accepts the risks associated with contract performance in support of military operations that may be required for performance of the contract and/or task order.

H.29.2.2 Each contingency operation will evolve differently depending upon Theater Commander's guidance impacting on the deployment. The contractor is obligated to request any specific information needed prior to or during the time of deployment from the KO or COR.

H.29.3 Management.

H.29.3.1 The contractor shall ensure that all contractor employees, including subcontractors, comply with all:

- (i) Battlefield Services, DoD regulations, directives, instructions, policies, and procedures, in particular, OPERATIONAL CONTRACT SUPPORT PLANNING AND MANAGEMENT AR 715-9, 6/20/2011;
- (ii) U.S. Host Country, local and international laws and regulations; and
- (iii) Treaties and international agreements (e.g., SOFAs, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.

H.29.3.2 The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees as established by the operating or unit commander.

H.29.3.3 The Government will provide contractor employees with Government billeting in deployment situations.

H.29.5 Force Protection.

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine, and Defense Logistics Agency (DLA)) civilians in the operations area.

H.29.6 Processing at the CONUS Replacement Center (CRC):

H.29.6.1 The KO will issue LOA for contractor personnel to process through CRC. The Company Contractor (CC) shall validate deploying individual has completed all contingency readiness center (CRC) processing requirements, including theater-specific familiarization and then set employee deployment travel itinerary after the Requiring Activity (RA) has reviewed and validated that the deploying employee's familiarization is complete. The CC shall make reservation after receiving notification to deploy through Total Army Personnel Command (PERSCOM) at least 14 calendar days in advance by calling PERSCOM at 1-800-582-5552, extension 1427 or as early as possible.

H.29.6.2 (Camp Attebury) the primary CRCs supporting INSCOM.. Information for Camp Attebury can be found at:<http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx>

H.29.6.3 Contractor personnel requiring Government-provided air transportation to the CENTCOM Theater of Operations must also make reservations through PERSCOM. Government-provided air transportation is preferred, if available. Also, refer to DOD 4515.13-R and AR 95-1.

H.29.7 Legal Assistance.

H.29.7.1 Contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with the Army, generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

H.29.7.2 The contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment. Payment of legal fees is a private matter between the contractor employee and the lawyer retained.

H.29.8 Medical Requirements.

H.29.8.1 Pre-deployment and Post-deployment Medical Evaluation.

All contractor personnel deploying to an area of responsibility (AOR) through a CRC shall be medically and physically fit for deployment and for performance of their contracted duties. (See DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, Enclosure E3.1). The contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoD Instruction 3020.41 (paragraph 4.8.1) and include dental records, DNA analysis and immunizations. Individuals who are deemed not medically qualified at the CRC or during the deployment process or require extensive preventative dental care will not be authorized to deploy.

Conditions that usually preclude granting of medical clearances are identified at DoD Instruction 3020.41, Enclosure E3.10. Upon return from deployment, contractor personnel may be required to obtain post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual task order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the KO.

H.29.8.2 Medications and Eyewear.

The contractor shall ensure that contractor personnel deployed to an AOR through a CRC, who are taking medications for chronic medical conditions, have sufficient quantities of their medication to last for the duration of their assignment in the AOR. The contractor shall also ensure that contractor personnel deployed to an AOR through a CRC, who wear eye glasses, deploy with not less than two pairs of replacement eye glasses.

H.29.8.3 Medical Screening and Evaluation of Other Contract Personnel.

The contractor shall ensure that medical screening and evaluation is performed for all contractor personnel that are

hired in the AOR, or that are not deployed to the AOR through a CONUS CRC, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of U.S. military forces or other contractor personnel. The medical screening and evaluation shall be performed, at a minimum, for the following:

- Testing and detection of communicable diseases and other diseases known to be prevalent in the local region where recruited and where assigned;
- Current, up-to-date record of vaccinations and immunizations, as appropriate for the areas where assigned; Active tuberculosis;
- Hepatitis;
- Human Immunodeficiency Virus (HIV), subject to applicable law and host nation requirements;
- Tests, as appropriate, for current usage of narcotics and illegal drugs, consistent with applicable law and host nation requirements.

The contractor shall maintain a record of individual contractor personnel medical screening and evaluations, which shall be provided to the COR, upon request. NOTE: local physicians in some AORs, where contingency operations are being performed, may not be reliable sources for screening, evaluation and medical records due to locally rampant corruption. In the event that any medical record is determined to be false or fraudulent, the KO may direct that the contractor personnel be removed pursuant to DFARS 252.225-7040(g) without prejudice to other Government rights, including the Termination for Default clause.

H.29.9 Contractor Base Operations, Logistical and Administrative Support.

The Government will ensure that a standard level of recurring base operations, logistical, and administrative support is provided the contractor through the host installation on the same basis as provided to all installation civilian and military personnel. All support and corresponding reimbursement will be documented on a DD Form 1144, Interservice Support Agreement (ISA), between the installation Commander and the corresponding COR/ACOR's Commander. Support is reimbursable to the installation only to the extent that the support causes a direct incremental cost in accordance with DoD Instruction 4000.19. The installation provides non-reimbursable support to the contractor when it does not cause an incremental cost.

H.30 International and Foreign Agreement.

H.30.1 The contractor shall ensure that all deployed employees and agents comply with pertinent Service and DoD directives, policies, and procedures. The contractor shall also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., SOFA, Host Nation Support Agreements, etc.) and memoranda of agreements or understanding applicable to U.S. Armed Forces or citizens in the AOR. Failing to adhere to the applicable SOFAs and other similar related agreements and the instructions and general orders issued by the Theater Commander or his/her designated representative may result in the removal of the contract employee from the area at the contractor's expense.

* Deployed in this paragraph is defined as any U.S. personnel performing work outside of the Continental United States (OCONUS).

H.30.2 If TESA/ASSA apply, contractors shall be responsible for fulfilling all requirements for TESA/ASSA certifications.

H.30.3 The KO will coordinate with the U.S. Forces in the respective host nations to determine the appropriate contractor status under the SOFA in compliance with the applicable regulations and agreement between the U.S. and the host nations.

H.31 Quick Reaction Capability (QRC).

The contractor shall have the capability to rapidly provide replacement personnel from among its other employees until such time as permanent personnel can be provided. This change shall be coordinated with the COR. The

contractor shall have available at the request of the COR or Requiring Activity (RA) a list of all personnel providing services under this contract. The listing shall be current and accurate at all times and include at a minimum: name, social security number (if U.S. citizen), start date of service, anticipated end date of service, language(s) for which employed, region of assignment, current unit of assignment, category, date and status (interim or final) of security clearance (if applicable), and any other information the contractor deems pertinent and important.

H.32 Travel to Restricted/Denied Areas.

By virtue of access to Special Intelligence (SI) material and information, contractor employees may have restrictions placed upon them for foreign travel in areas of unrest if traveling for other than contract support purposes. The contractor shall be responsible for exercising adequate supervision to ensure the employees who have such access are fully aware of the possible restrictions. The contractor shall ensure that these employees comply with NISPOM, DOD 5220.22-M, requirements for notification and obtaining authorization prior to travel to areas listed by the State Department or other U.S. Government Agencies as “denied or restricted” travel areas. The sponsoring agency will ensure that supplemental direction or guidance is provided to the contractor as appropriate or as required.

H.33 Contractor Base Operations, Logistical And Administrative Support.

The Government will ensure that a standard level of recurring base operations, logistical and administrative support is provided the contractor through the host installation on the same basis as provided to all installation civilian and military personnel. The cost of all recurring support will be estimated as part of the overall contract cost and will be provided as a reimbursement to the installation as required. All support and corresponding reimbursement will be documented on a DD Form 1144, Interservice Support Agreement (ISA), between the installation Commander and the corresponding COR/ACOR's Commander. Support is reimbursable to the installation only to the extent that the support causes a direct incremental cost in accordance with DoD Instruction 4000.19. The installation provides non-reimbursable support to the contractor when it does not cause an incremental cost.

H.34 Technical Expert Or Analytical Support Status Accreditation -TESA/ASSA.

H.34.1 If TESA/ASSA applies, contractors are responsible for fulfilling all requirements for TESA/ASSA certifications.

H.34.2 The contractor shall comply and shall ensure that all deployed employees and agents comply with pertinent Service and DOD directives, policies, and procedures. The contractor shall also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., SOFA, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or citizens in the area of operations. Failing to adhere to the applicable SOFAs and other similar related agreements and the instructions and general orders issued by the Theater Commander or his/her designated representative may result in the removal of the contract employee from the area at the contractor's expense.

H.35 Logistics Support Privileges In Southwest Asia.

H.35.1 If applicable, the following logistics support privileges will be provided for Southwest Asia:

H.35.1.1 Police Services - Provost Marshal and military police support in accordance with applicable regulations on same basis as for other organizational elements located on the installation.

H.35.1.2 Housing and Lodging support will be provided.

H.35.1.3 Food Service - Mess hall privileges are authorized.[meals NOT authorized in Kuwait; see 2010 CENTCOM policy]

H.35.1.4 Transportation - Transportation and traffic management services related to commercial or Government owned transportation of personnel and materiel, including shipment of cargo, packing and crating, port clearance, scheduling movement of both personnel and personal property, processing of transportation documents, and provisions of other transportation services related to inbound and outbound movements will be provided.

H.35.1.5 Mortuary Services - All logistic functions incident to the recovery, identification, care, and disposition of deceased personnel will be provided.

H.35.1.6 Administrative Services - The following common administrative services will be provided:

- Casualty/Serious Incident Reporting.
- ID and Installation Clearance Services.
- Uniformed Services Identification and Privilege Card (CAC Card).
- AAFES (Military Exchange) Privileges
- Emergency Medical Services on a Reimbursable Basis
- Emergency Dental Services on Reimbursable Basis
- Military Postal Service Privileges
- Military Banking Privileges (Currency Exchange and Check Cashing)
- Legal Assistance on Space Available Basis
- Morale, Welfare and Recreation facilities and Services
- Transient Billeting on a Space Available Basis

H.36 Korea Logistics Support As An Invited Contractor Or Technical Representative In The Republic Of Korea (ROK).

H.37.1 Invited contractor or technical representative status under U.S.-ROK SOFA is subject to the written approval of HQ US Forces Korea (USFK), Assistant Chief of Staff (ACofS), Acquisition Management if appropriate.

H.37.2 The KO will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.77, and USFK Regulation 700-19. The ACofS, Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the KO of the determination.

H.37 Authorized Changes.

H.37.1 No order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the —Changes clause of this contract.

H.37.2 The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the KO, or is pursuant to specific authority otherwise included as a part of this contract.

H.37.3 The KO is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the KO's. In the event the contractor effects any change at the direction of any person other than the KO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.38 Non-Payment for Additional Work.

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed KO except as may be explicitly authorized in the contract, is not authorized and will not be paid for by the Government. Only a duly appointed KO is authorized to change the specifications, terms and conditions of this contract.

H.39 Incentive Plan.

Incentive Plan provides the guidance and the framework on the processes and procedures to be used in evaluating contractor's performance for the GLOBAL INTELLIGENCE (GI) contract incentivized task orders (Incentive Fee and Award Fee). Incentive Plan will only be in effect when the Government anticipates issuing an incentive type

Task Order. Incentive fees will be determined under the terms of individual Task Orders and in accordance with the Incentive Plan which will be provided with the Request for Task Order Proposal and will be included in the individual Task Order.

H.40 Prohibition Against Human Trafficking, Inhumane Living Conditions and Withholding of Employee Passports (Aug 2011). 952.222-0001.

(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.

H.41 Report Kidnappings, Serious Injuries and Deaths (Jul 2010). 952.223-0001.

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence
Incident:
Description
Location
Date and time
Other Pertinent Information

H. 42 Fitness for Duty and Medical/Dental Care Limitations (Aug 2011). 952.225-0003.

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

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

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

H. 43 Compliance with Law and Regulations (Jul 2010). 952.225-0004.

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

Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

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

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

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

H. 44 Monthly Contractor Census Reporting (Aug 2011). 952.225-0005.

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:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

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.

H. 45 Contract Delivery Requirements (Jul 2010). 952.225-0006.

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: _____

H. 46 Mandatory Shipping Instructions (Iraq) (Aug 2011). 952.225-0007.

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and e-mailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

- Upon contract award go to the following JCCS website:
- <https://www.jccs.gov/olvr/>:

STEP 2:

- Select the "Miscellaneous Documents" item and then select the "New Levy Exemption Form"
- Complete the "New Levy Exemption Form".

STEP 3:

- Within 7 days of shipping; e-mail the following items to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil: (1) completed "New Customs Levy Exemption Form", (2) a copy of the front page of the signed contract, and (3) the pages from the contract that describe the required supplies, equipment or end product, phone DSN: 318-485-2594/6224 or Commercial: 713-970-6140, Rings in Iraq.

- The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every

shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as "GLOBAL FREIGHT SYSTEM."

-- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have USF-I and ATTN: GLOBAL FREIGHT SYSTEM.

(d) It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

H. 47 Shipping Instructions for Weapons (Jul 2010). 952.225-0008.

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

All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest. Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

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

H. 48 Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENCOM Area of Responsibility (AOR) (AUG 2011) 952.225-0009.

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.

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

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

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

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

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

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

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

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

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

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

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

H. 49 Government Furnished Contractor Support (Aug 2011). 952.225-0011.

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.

* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the Force

APO/FPO/MPO/Postal Services
 Authorized Weapon
 Billeting
 CAAF*
 Controlled Access Card (CAC)

DFACs
 Excess Baggage
 Fuel Authorized
 Govt Furnished Meals
 Military Banking

Mil Issue Equip
 MILAIR
 MWR
 Resuscitative Care
 Transportation

- | | | |
|--|---|-------------------------------|
| <input type="checkbox"/> Badge | <input checked="" type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

H. 50 Contractor Health and Safety (Aug 2011). 952.225-0013.

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

H. 51 Contractor Demobilization (Afghanistan) (Aug 2011). 952.225-0016.

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

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

most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

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

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

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

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

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

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

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

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

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

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

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

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

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

Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

H. 52 Contractor Demobilization (Iraq) (Aug 2011). 952.225-0017.

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

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

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

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

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

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units

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

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

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

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
- (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.
- (iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, contracting officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-18. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

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

H. 53 Contractor Accountability and Personnel Recovery (Iraq) (Aug 2011). 952.225-0018

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 Iraq 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 USF-I Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter

of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USF-I 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 952.225-0017 entitled "Contractor Demobilization (Iraq)". 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.

H. 54 Commodity Shipping Instructions (Afghanistan) (Aug 2011). 952.225-0019

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 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:

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

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).
Shipping Invoices.

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

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. 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.

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.

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:

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

Invoices.

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

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.

H.55 Contractor Accountability and Personnel Recovery (Afghanistan) (Aug 2011). 952.225-0020.

(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.

H. 56 Additional Instructions for Contractor Personnel Working in the USCENTCOM Area of Responsibility (AOR), Support (AUG 2010). PSCR1-1.

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

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

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

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

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Pakistan and transportation to and from Pakistan, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Pakistan. Contractor primary healthcare is not authorized in military treatment facilities in Pakistan. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to

Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

H.57 Compliance with Laws and Regulations (AUG 2010). PSCR1-2.

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

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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

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

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

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

H. 58 Monthly Contractor Census Reporting (AUG 2010). PSCR1-3.

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

H.59 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (Aug 2010). PSCR1-4.

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

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

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

Contractor shall specify the type or description of work to be performed and the job site location. Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

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

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

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

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

Contractor shall include dispute settlement provisions within the employment contract.

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

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

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

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

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

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

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

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

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

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

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

H.60 Military Extraterritorial Jurisdiction Act (Aug 2010). PSCR1-5.

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be

provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

H.61 Additional Instructions for Contractor Personnel Working in the USCENCOM Area of Responsibility (AOR), Support (NOV 2010). KSCR1-1.

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

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

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

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

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

H.62 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (Aug 2010). KSCR1-2.

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

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

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

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

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

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

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

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

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

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

Contractor shall include dispute settlement provisions within the employment contract.

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

- (11) Housing provided to all employees shall be no less than 50 square feet per person.
- (12) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (13) Each room shall be furnished at a minimum with the following:
 - (i) Room light.
 - (ii) One bed per individual.
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
 - (iv) A laundry facility or laundry service.
 - (v) Cleaning supplies.
- (14) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

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

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

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

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

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

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

- (15) Required removal of a Contractor employee or employees from the performance of the contract.
- (16) Required subcontractor termination.
- (17) Suspension of contract payments.
- (18) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (19) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (20) Suspension or debarment.

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

H.63 Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection (Aug 2010). KSCR1-3.

(b) Arming of Contractors. Contractor and its subcontractors shall, at all tiers that require arming under this contract, agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Kuwait, including USCENTCOM and USARCENT Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.
- (2) DFARS 252.225-7040, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007O0010).
- (3) USCENTCOM Policy Letter, Personal Protection, and Contract Security Service Arming, current version.

(c) Required Contractor Documentation: Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.

(d) Armed Contractor Employee Documentation: Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:

- (1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).
 - (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
 - (3) One copy of a business license from the Kuwaiti Ministry.
 - (4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.
 - (5) Records pertaining to this certification are inspectable items by the USG without notice.
- (e) Security Communications Plan. Contractor shall provide a communications plan that, at a minimum, sets forth the Following:
- (1) Contractors method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.
 - (2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.
 - (3) How the Contractor shall coordinate transportation with appropriate military authorities.
- (f) Background Checks & Plan. Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:
- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.
 - (2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.
 - (3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
 - (4) The Contractor shall furnish verification that each employee has passed the above listed checks to the ACO and COR monthly.
- (g) Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:
- (h) Penalties for Non-Compliance. Failure of the Contractor or subcontractor employees to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employees. Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanctions under the contract, including termination.
- (i) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same, to USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.
- (j) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employees authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the PCO, ACO, or COR determines that the retraining is sufficient.
- (k) Requirements for Individual Weapons Possession. All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must:
- (1) Possess only those Government-approved weapons and ammunition for which they are qualified.

- (2) Carry weapons ONLY when on duty or at a specific post.
- (3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.

(l) Rules for the Use of Force (RUF). In addition to the RUF training, the contractor and its subcontractors at all tiers shall monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration.

Violations of the RUF include, but are not limited to:

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

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

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

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

H.64 Armed Personnel Incident Reports (Aug 2010). KSCR1-4.

(a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.

(b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the

PARC-SWA DSN: 318-430-5926. Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.

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

H.65 Fitness for Duty and Medical Care Limitations (Nov 2010). KSCR1-5.

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

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

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(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/fy2010.html> (change fiscal year as applicable).

H.66 Compliance With Laws and Regulations (Aug 2010). KSCR1-6.

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

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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

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

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

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

H.67 Monthly Contractor Census Reporting (Aug 2010). KSCR1-7.

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the

Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

H.68 Contractor Delivery, Transportation and Customs Requirements (Aug 2010). KSCR1-8.

(a) CONTRACTOR DELIVERY LOCATION: _____

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

NAME: _____

PHONE NO: _____

EMAIL: _____

(c) FINAL DELIVERY DESTINATION: _____

(d) POINT OF CONTACT AT FINAL DESTINATION: _____

NAME: _____

PHONE NO. _____

EMAIL: _____

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

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

CUSTOMS POINT OF CONTACTS:

DHA Customs Office

Bldg 216 room 104

Camp Arifjan-Kuwait

Office: DSN 011-965-2-389-2417 or 5978

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

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

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

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

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

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

H.69 Shipping Instructions for Weapons (Aug 2010). KSCR1-9.

- (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.

H.70 Medical Screening and Vaccination Requirements for Third Country Nationals or Locally Hired Employees (Nov 2010). KSCR1-10.

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

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

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

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

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

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

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

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible.

TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

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

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

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

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

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

H.71 Government Furnished Contractor Support (NOV 2010). KSCR1-11.

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

U.S. Citizens Accompanying the Force

- | | |
|--|---|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> MWR | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |

- Commissary
- Dependents Authorized
- Telephone Service
- Utilities
- None

- Military Clothing
- Military Exchange
- Keys to GFE
- Technical Training
- All

Third-Country National (TCN) Employees

- APO/FPO/MPO/Postal Services
- Authorized Weapon
- MWR
- Resuscitative Care
- Controlled Access Card (CAC)/ID Card
- Commissary
- Dependents Authorized
- None

- DFACs(Access Only – Contractors Must Pay For Meals)
- MILAIR
- Transportation
- Mil Issue Equip
- Military Banking (Finance/Eagle Cash)
- Military Clothing
- Military Exchange
- All

Local National (LN) Employees

- APO/FPO/MPO/Postal Services
- Authorized Weapon
- MWR
- Resuscitative Care
- Controlled Access Card (CAC)/ID Card
- Commissary
- Dependents Authorized
- None

- DFACs(Access Only – Contractors Must Pay For Meals)
- MILAIR
- Transportation
- Mil Issue Equip
- Military Banking (Finance/Eagle Cash)
- Military Clothing
- Military Exchange
- All

NOTES: Government Furnished Contractor Support Continued.

(2) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(3) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(4) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

H.72 Military Extraterritorial Jurisdiction Act (AUG 2010). KSCR1-12.

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

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

H.73 Installation Security / Access/Badging Requirements (Aug 2010). KSCR1-13.

(e) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(i) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(ii) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(iii) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

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

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

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

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

H.74 Special Requirements for Security/Access on Air Force Bases in Kuwait (Aug 2010). KSCR1-14.

SECURITY & ACCESS:

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean. There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

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

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

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

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

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

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

STEP FIVE: Visitor awaits receipt of DBIDS badge.

H.75 Prevention of Sexual Harassment Training (Aug 2010). KSCR1-15.

(a) Definitions. As used in this policy –

“*Sexual Assault*” means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape,

nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. "Consent" will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" means –

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

- (1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.
 - (2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.
 - (3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.
- (b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.
- (c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –
- (1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or
 - (2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.
- (d) Contractor requirements. The Contractor shall –
- (1) Notify its employees of:
 - (i) The Department of Defense's policy described in paragraph (b); and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and
 - (3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.
- (e) Notification. The Contractor shall inform the Contracting Officer immediately of –

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

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

H.76 Contractor Payments (Nov 2010). KSCR1-16.

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

H. 77 Sponsorship requirements (Aug 2010). KSCR1-17.

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

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

H.78 Contractor Manpower Reporting (Aug 2010). KSCR1-18.

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

The required information includes:

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

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

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Section I - Contract Clauses

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CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified

final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withhelds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by **TBD on individual incentive type Task Orders**. [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [Contracting Officer insert percentage] percent or less than [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 31 January 2013 through 30 January 2018.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$TBD;

(2) Any order for a combination of items in excess of \$TBD; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **after 30 January 2018**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

(End of clause)

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the

mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

TBD

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<https://www.acquisition.gov/far/>

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) Compliance with laws and regulations. (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.

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been

engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) TBD on individual Task Order are incrementally funded. For these item(s), the sum of \$ _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

52.232-36 PAYMENT BY THRID PARTY (Feb 2010)

(a) *General.*

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

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

(b) *Contractor payment request.*

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

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

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

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

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

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

(End of clause)

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

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

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

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

(c) *Support.*

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

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

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

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

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

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

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

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

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

(d) Compliance with laws and regulations.

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

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

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

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

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

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

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

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

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

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

Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S.

diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

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

(h) *Contractor personnel.*

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

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

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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

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

(i) *Military clothing and protective equipment.*

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

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

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

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

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

(j) *Weapons.*

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

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

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

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

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

- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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

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

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

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

(m) *Evacuation.*

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

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

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

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

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

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

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

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

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

(End of Clause)

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

- (a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—
 - (3) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or
 - (4) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
 - (b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:
 - (5) How and where to report an alleged crime described in paragraph (a) of this clause.
 - (6) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.
 - (c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—
 - (i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or
 - (iv) To the command of any supported military element or the command of any base.
 - (d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (End of clause)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006)

(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.

“Detainee” means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

“Personnel interacting with detainees” means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange

for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable point of contact information cited in [PGI237.171-3\(b\)](#) ([DFARS/PGI view](#)).]

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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1. ATTACHMENT

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2. EXHIBIT

SECTION	TITLE
J.2.1	PWS – Sample/Live Task Order ALPHA*
J.2.2	PWS – Sample/Live Task Order BRAVO*
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* Number of Sample/Live Task Order yet to be determined.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$7M or less in annual revenue.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture : _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

(End of clause)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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Section L - Instructions, Conditions and Notices to Offerors

INSTRUCTIONS

- L.1 SPECIAL NOTICE – USE OF CONSULTANT CONTRACTORS
- L.2 COMMUNICATIONS WITH THE GOVERNMENT
- L.3 CLAUSES
- L.4 PROPOSAL PREPARATION COSTS
- L.5 PROPOSAL PREPARATION INSTRUCTIONS

L.1 SPECIAL NOTICE – USE OF CONSULTANT CONTRACTORS

The Government intends to use Federal Acquisition Strategies (FAS), Limited Liability Company (LLC), Davis Paige Management Systems (DPMS) LLC and/or other contractor support for administrative support during source selection and for the duration of the contracts; however, the exclusive responsibility for source selection resides with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by subsection 27 of the Office of Federal Procurement Policy Act as amended (41 United States Code (U.S.C.) 423) (hereinafter referred to as “the act”) as implemented in the FAR. FAS and DPMS are contractually bound by organizational conflict of interest (OCI) and disclosure clauses with respect to proprietary information. Contractor personnel are subject to the Procurement Integrity Act, 41 U.S.C. 423 and will take all necessary action to preclude unauthorized use or disclosure of a competing contractor’s proprietary data. Nondisclosure and OCI certificates for all contractor support personnel are on file at the respective contracting activities.

L.2 COMMUNICATIONS WITH THE GOVERNMENT

The Contracting Officer (KO) is the point of contact for this acquisition. Prospective offerors are cautioned against contacting other Government personnel in regard to this solicitation prior to contract award(s). Prospective offerors are also cautioned to advise potential subcontractors or teaming contractors of this instruction. If such contact occurs and is found to be prejudicial to competing offerors, the offeror (including subcontractors or teaming contractors) making such contact may be excluded from award consideration. Changes to the solicitation will be communicated via written amendment to the solicitation posted on the Federal Business Opportunities (FedBizOpps) website, <https://www.fbo.gov/>.

- L.2.1 All communications with the Government shall be directed to the KO, via email at globalintelligence@mi.army.mil.

L.3 CLAUSES

- 1.3.1.1 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

As prescribed in [15.209\(a\)](#), insert the following provision:

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

- (i) addressed to the office specified in the solicitation, and
- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same

time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may

limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.3.1.2 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil>);

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by:

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.3.1.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts resulting from this solicitation. The Government anticipates issuing task orders with Fixed-Price or Cost-Reimbursable contract types of these contracts. Individual requirements will determine the most appropriate contract type for each task order.

L.3.1.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the KO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army INSCOM ATTN: IAPC-DOC 8825 Beulah Street Fort Belvoir, VA 22060-5246	U.S. Army INSCOM ATTN: IAJA 8825 Beulah Street Fort Belvoir, VA 22060-5246
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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3.1.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer (KO) will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- <http://www.acqnet.gov/far/>
- <http://farsite.hill.af.mil/>
- <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.211-14	Notice of Priority Rating for National Defense Emergency Preparedness and Energy Program Use	APR 2008
52.214-34	Submission of Offers In The English Language	APR 1991
52.214-35	Submission of Offers In U.S. Currency	APR 1991
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-22	Limitations On Pass-Through Charges – Identification Of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.216-28	Multiple Awards for Advisory and Assistance Services	OCT 1995
52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.232-38	Submission of Electronic Funds Transfer Information With Offer	MAY 1999
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

L.3.1.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

The use in this solicitation of any FAR (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

The use in this solicitation of any DoD FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

L.4 PROPOSAL PREPARATION COSTS

The Government will not be obligated to pay any costs incurred by an offeror in the preparation and submission of a proposal in response to this Request for Proposals (RFP). The KO is the only person who can legally obligate the Government for the expenditure of public funds in connection to this procurement.

L.5 PROPOSAL PREPARATION INSTRUCTIONS

L.5.1 INTRODUCTION

This section provides guidance to the offeror for preparing a proposal in response to this solicitation. The offeror's proposal shall include all data and information required by this solicitation and is submitted in accordance with these instructions. Any contract resulting from this effort shall be required to meet U.S. and host nation government regulations and statutory requirements. In addition, offerors are expected to ensure compliance with all laws, regulations, standards, and any other constraints specifically identified in this RFP. Nonconformance with the instructions provided in this section may result in an unfavorable proposal evaluation.

L.5.2 GENERAL INSTRUCTIONS

L.5.2.1 The proposal shall be clear, concise, and include sufficient detail for effective evaluation. The offeror shall not simply rephrase or restate the Government's requirements, but rather provide convincing rationale that addresses how the offeror intends to meet the requirements. The offeror shall assume the Government has no prior knowledge of its capabilities and experience. The Government will base its evaluation on the information presented in the offeror's proposal. Offerors shall format their proposals so that their responses correspond to the specific RFP section. The proposal shall contain a table of contents or matrix that corresponds to the RFP requirements. Proposals that are not organized in this manner risk elimination if the evaluators are unable to find where the RFP requirements are specifically addressed.

L.5.2.2 Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired.

L.5.2.3 Proposals submitted after the time and date specified for receipt of the RFP will be considered LATE and shall not be accepted, except as authorized in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisition.

L.5.2.4 All information in the proposal shall be submitted, appropriately marked, at no higher than the UNCLASSIFIED level.

L.5.2.5 Any questions, comments, or requests for clarification regarding this **draft RFP** shall be submitted in writing to the KO at globalintelligence@mi.army.mil by 4:30pm EST, **22 Nov 2011**. All questions, comments, and requests for clarification shall identify the applicable **draft RFP** section, page number, and paragraph number for each question. The government does not intend to answer questions pertaining to this **draft RFP**, but they will be considered in developing the final RFP.

L.5.3 RELEVANT INFORMATION

L.5.3.1 It is the offeror's responsibility to regularly access FedBizOpps to obtain current information relevant to this acquisition (i.e., announcements, updates to the technical data package, technical and contractual questions and answers, amendments to RFP, etc.).

L.5.3.2 To award a contract, the Government must have received an acceptable offer. An offer is acceptable when it meets all of the material terms and conditions of the RFP, which includes the solicitation provisions, contract clauses, specifications, and documents, exhibits, and attachments.

L.5.3.3 Proposal Acceptance. The proposal acceptance period is located in block 12 of Standard Form (SF) 33, in Section A of the solicitation. The offeror shall make a clear statement in the proposal as to the expiration date of the proposal (Reference L.5.5.1.1).

L.5.3.4 Proposal Retention. In accordance with FAR subpart 4.8, Government contract files, the Government will retain one (1) copy of all unsuccessful proposals. The Government will destroy extra copies of proposals.

L.5.4 PROPOSAL DOCUMENTS

L.5.4.1 Proposal Volumes and Organization. The proposal volumes, titles, maximum pages, hardcopies required, and other related information are listed in Table L.1 below. The volumes shall be separately bound in three-ring, loose leaf binders. Each volume shall be labeled and numbered sequentially for the required number of copies starting with Copy 1. The original hard copy shall be labeled — Original: Copy 1. The copy and volume numbers shall be annotated on the spine, front cover, and title page of each binder. Each volume shall be written on a stand-alone basis, so that its contents can be evaluated with a minimum of cross-referencing to other volumes. Information required for proposal evaluation not found in its designated volume or presentation will be assumed to have been omitted from the proposal. The format of proposal volumes shall correlate directly and sequentially with the instructions contained herein. A table of contents shall be incorporated into each volume of the offeror’s proposal and shall include a listing of the section titles, subsection titles, paragraph, and subparagraph titles. Page numbers for each title shall be indicated. A glossary of acronyms and terms for each volume shall be provided which (including table of contents) will not count against the volume page limit. All acronyms shall be defined at first use. For clarity and completeness of presentation, offerors shall provide a cross-reference matrix for each of the volumes listed. This matrix shall indicate the proposal volume section, subsection, and paragraph, cross-referenced with the appropriate Performance Work Statement (PWS) paragraphs, applicable RFP instructions, evaluation criteria, and contract deliverables, as applicable. The proposal shall address the overall PWS of the IDIQ and each sample task orders (TOs)

Table L.1 PROPOSAL ORGANIZATION TABLE

Volume	Volume Title	Page Limit	No. of Copies
1	Volume 1 Organization (L.5.4.1 and L.5.5.1.4) Cover Letter (L.5.5.1.1) Offer (L.5.5.1.2) Executive Summary (L.5.5.1.3) Security Checklist (L.5.5.1.6) Proposal File Matrix (L.5.4.6.4) Reps and Certs (Sec K, FAR 52.204-8)	None	1 Original Paper Copy, 3 Paper Copy Duplicates, 2 CDs or DVDs
2	Management		1 Original Paper Copy, 3 Paper Copy Duplicates, 2 CDs or DVDs
	Volume 2 Organization (L.5.4.1 and L.5.5.2.6)	None	
	Management Plan (L.5.5.2.1)	30	
	Staffing Plan* (L.5.5.2.2)	10	
	Transition Plan (L.5.5.2.3)	10	
	Security Plan (L.5.5.2.4)	10	
	Risk Management Plan (L.5.5.2.5)	10	
	Technical		1 Original Paper Copy, 3 Paper Copy Duplicates,
	Volume 3 Organization (L.5.4.1 and L.5.5.3.5)	None	
	IDIQ Technical Approach to GI PWS (C.X)	30	
	Technical Approach to T.O. 1	10	
	Technical Approach to T.O. 2	10	
	Technical Approach to T.O. 3	10	

3	IDIQ Quality Control Plan (QCP) for GI PWS	15	2 CDs or DVDs
	Quality Control Plan (QCP) for TO 1	10	
	Quality Control Plan (QCP) for TO 2	10	
	Quality Control Plan (QCP) for TO 3	10	

4	Past Performance		1 Original Paper Copy, 3 Paper Copy Duplicates, 1 CDs or DVDs
	Volume 4 Organization (L.5.4.1 and L.5.5.4.5)	None	
	Past Performance Questionnaires' (PPQ) (L.5.5.4.1.6)	None	
	Master Project List (L.5.5.4.2)	1	
	Consent Letters (L.5.5.4.1.2.1)	None	
	Organizational Structure Change History (L.5.5.4.1.5)	3	
	Relevant Project Summaries (L.5.5.4.3)**	3 each	
5	Socio-Economic		1 Original Paper Copy, 3 Paper Copy Duplicates, 2 CDs or DVD s
	Volume 5 Organization (L.5.4.1 and L.5.5.5.3); Small Business Participation Plan (L.5.5.5.1) Small Business Subcontracting Plan (Only applies to large business offerors (L.5.5.5.2))	None	
6	Cost/Price		1 Original Paper Copy, 3 Paper Copy Duplicates, 2 CDs or DVDs
	Volume 6 Organization (L.5.4.1 and L.5.5.6.10) Section B - Supplies or Services and Prices	None	
	TO- 1 Cost/Price Proposal (L.5.5.6) TO- 2 Cost/Price Proposal (L.5.5.6) TO- 3 Cost/Price Proposal (L.5.5.6)		
	Business System Certifications (L.5.5.6.9) Estimating System (L.5.5.6.9.1)** Purchasing System (L.5.5.6.9.2)** Accounting System (L.5.5.6.9.3)**	None None 2 each	

* Page limit for the management proposal does not include key personnel resumes.

** Page Limits are per file

L.5.4.2 Proposal Submission Instructions.

L.5.4.2.1 The following wording shall be placed in a conspicuous location on the outside of all packages or

envelopes containing proposal material:

U.S. ARMY INSCOM
ATTN: ACQUISITION CENTER, G.I.
8825 Beulah Street
Fort Belvoir, VA 22060-5246

L.5.4.2.2 Additional Packing Instructions. Proposal binders shall be packed in boxes. The boxes shall be sequentially numbered and shall indicate the total number of boxes (e.g., box 1 of 4). Box numbers shall be placed on all sides of the box itself. Box one (1) shall include the CD/DVD disks containing soft-copy submission and a master packing list. The master packing list shall list the contents (i.e., volume number, copy number, and name) of each box, by box number. These packing instructions also apply to all subcontractor submissions.

L.5.4.3 Cost/Pricing Information. All cost/pricing information shall be included only in the cost/price volume. Cost trade-off information, work-hour estimates, and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale to support a technical or management position, or unless otherwise specified in this section.

L.5.4.4 Proposal Format.

L.5.4.4.1 General. To aid in the evaluation, all proposals shall follow the same general format. Page limitations shall be treated as maximums and are specified for each volume in Table L.1 above. Page limits on revised proposals, if required, shall be provided as part of the request for revised proposals letter. All pages submitted by an offeror in excess of the limitations contained in these instructions will be removed and returned to the offeror by the KO. Page limitations include charts and graphic material. Pages not in the page count shall be numbered using Roman numerals.

L.5.4.4.2 Format. A "page" shall consist of print on one length of 8.5-inch by 11-inch paper. Paper printed on two (2) sides shall count as two (2) pages. In accordance with the clause at FAR 52.204-4, INSCOM encourages the use of two-sided printing and reproduction. Foldouts shall not exceed 10 percent of the total volume page count for any single volume. Each 11x17 foldout page shall count as two (2) pages; single sided, and four (4) pages, double sided, against the page limitations. Page margins shall be a minimum of one (1) inch on top, bottom, and each side. Volumes 1 and 6 (cover letter/offer and cost) are exempt from the one-inch margin rule for mandatory forms, boilerplate, and exhibits that are preformatted and do not conform to the one-inch margin requirement, but will be considered in the page count as specified. Partial pages count as a full page for page limitation purposes. All Pages shall be numbered sequentially by volume, and shall not exceed the page limitation.

L.5.4.4.3 Text. Minimum type size shall be 10 point Arial standard font. Text lines shall be single-spaced, and shall not exceed 46 lines, including headings. Line spacing before and after a heading shall be double-spaced. Typesetting, font compression, or other techniques to reduce character size or spacing are not permitted and are considered a deliberate attempt to circumvent the page limitations. Prohibited techniques include setting the paragraph line spacing." Pages shall be numbered sequentially by volume. Pen and ink changes are not allowed. Two-column presentation is not acceptable.

L.5.4.4.4 Illustrations, tables, charts, graphs, and figures. These graphic displays of data may be used, wherever practical, to depict organizations, systems, layout, and implementation schedules, etc. These displays shall not exceed 11 by 17 inches in size. Foldout pages shall be used only for large tables, charts, graphs, diagrams and schematics; not for pages of text. Offerors may use JPEG images for charts or screen shots. All information, except for headers and footers, shall be provided within an image area of 6 ½ x 9 inches (9 x 15 inches for foldout pages). Each printed side of a foldout page will count as two pages, and shall be numbered accordingly. Figure call-outs (identification and titles) may be single-spaced. Embedded text shall be no smaller than:

- Art: 8 point Arial
- Tables: 8 point Arial
- Titles: 8 point Arial, bold, initial cap

Graphic displays of data are for supplemental information only. Including large amounts of narrative within artwork and tables is not permitted. This practice will be considered a deliberate attempt to circumvent the page limitations, and the data will not be considered for evaluation.

L.5.4.5 Page Count Exceptions. Unless otherwise specified, each page of the written volumes, including appendices and annexes, will be counted, with the following general exceptions: blank pages, section dividers/tabs, title pages, tables of content, tables of illustrations, and appendices that include a list of acronyms, glossary of terms, and cross - reference matrices. Further, the PPQs, PRS tables, key personnel resumes (L.5.5.2.2.2 applies), and small business plans will be excluded from the page count. Pages not in the page count shall be numbered with Roman numerals (e.g., iv). Excepted pages shall not contain additional or inappropriate information, and if such is found, these pages will be removed by the KO and returned to the offeror without being evaluated. Pages marked "This page intentionally left blank" will not be counted. Pages shall be numbered sequentially by volume.

L.5.4.6 Electronic and Digital Media Submissions.

L.5.4.6.1 Digital Media Format. CD/DVD disks shall be properly marked with its Classification (UNCLASSIFIED).

L.5.4.6.1.1 This section is intended to provide information to the offeror on the electronic format and application software to be used for submitting soft-copy proposals. Use of the software and procedures described in this section reduces the amount of time and effort needed by the Government to receive and install proposals onto the electronic evaluation system and will help to ensure that proposals are suitable for reading electronically. The information regarding electronic productions listed below shall not be construed as Government endorsement for such products. In the event of inconsistencies between the hard-copy and soft-copy versions of the proposal, the *hard-copy* (paper) version shall take precedence. Efforts by the Government to clarify and install electronic proposal submission in accordance with FAR 15.207(c) will not be considered discussions. Offerors are encouraged to load and use their soft-copy submission on a system equivalent to the Government's to ensure that the Government will be able to load the soft-copy submission.

Note: Electronic submission does not satisfy delivery of the proposal. Hard copies must be received to meet the delivery requirements. Electronic submissions shall be received in accordance with paragraph L.5.4.7.1.3, Electronic Media.

L.5.4.6.1.2 Proposal Submission Software. The Government will access the soft-copy versions of offeror's proposal using a network running Microsoft (MS) Windows Server 2003 and MS Windows XP Workstations. The Government will use two core applications of MS Office 2003 (Word and Excel) to access files. It is the offeror's responsibility to ensure that all of its ".doc" file submissions are fully compatible with MS WORD 2003 and its ".xls" file submissions are fully compatible with MS EXCEL 2003. Proposals which fail to provide this compatibility will not be evaluated.

L.5.4.6.1.3 Submission of Cost and Pricing Proposals. The offeror's electronic submission of cost and pricing information, including all detailed cost breakdowns, shall be submitted in MS Excel 2003. Supporting information may be submitted in files that are fully compatible with the 2003 versions of either MS Word or MS Excel.

L.5.4.6.1.4 Electronic Media. The offeror shall submit its proposal on CD/DVD formatted to operate on the Government's proposal evaluation system. Table L.1 identifies the number of CD/DVDs the Government requires for each volume; page limitations of each proposal volume shall be met. The offeror shall virus scan the CDs/DVDs prior to submittal. Replacement CD/DVD disks shall be required to update the final proposal resulting from any discussions, should they occur.

L.5.4.6.1.5 All media shall be write-protected and no files shall be password protected. All media shall include the following information on the label:

- CLASSIFICATION LEVEL (Including an UNCLASSIFIED marking)
- Offeror's Name
- Releasing Agency and Office
- Name of Project

- Solicitation Number
- Date of Proposal Submission
- Proposal Volume Numbers and Names
- Disk Number

Subcontractor media submission, if provided, shall include the same information as above, as well as the name of the offeror. Offerors shall screen all media for computer viruses prior to submission to the Government.

L.5.4.6.2 Links. Soft-copy submissions shall contain hyperlinks or cross-references when reference is made to other sections, tables, or figures within a given proposal volume. Offerors shall make the existence of hyperlinks or cross-references obvious by using a different font color, underlining, or other methods to highlight hyperlinks. The soft-copy submission shall contain a table of contents with hyperlinks to facilitate ease of navigation within the proposal volume. Features inherent to MS Office 2003 applications should be used to accomplish this navigation feature. Hyperlinks or cross-references shall NOT be used to link items between different proposal volumes. This restriction is necessary because the Government will be placing soft-copy versions of the documents on its evaluation server, causing the previously created hyperlinks between volumes to not function.

L.5.4.6.3 File Naming Conventions. Offerors shall name files using the standard naming conventions shown in Table L.2 under the File Name column (e.g., *offeror name-file name.doc* for MS Word, *offeror name-file name.xls* for MS Excel). The offeror name in the file naming convention shall not exceed 20 characters. The commonly used acronym or abbreviation for a company name is encouraged for use in the file naming convention. Each file shall be stored in a folder corresponding to the representative proposal volume. Offeror shall insert the file name in the header of each document.

L.5.4.6.4 Proposal File Matrix. Offeror shall submit a proposal file matrix that provides a cross reference of the soft-copy files to the hard-copy version and defines all the files on the submitted disks. Offeror shall use the format shown in Table L.2 to prepare the proposal file matrix. Offeror shall submit the matrix in both hard copy and soft copy for each disk that is submitted. This will not be evaluated.

TABLE L.2 - PROPOSAL FILE MATRIX

Disk #	Directory	File Name	Contents	Notes/ Comment
e.g., 1 of 4	Volume 1 See L.5.5.1	Volume 1 Org – TOC.doc (insert offeror identifier) – Volume 1Org – glossary.doc (insert offeror identifier) – Volume 1 Org – matrix.doc (insert offeror identifier) - Proposal File Matrix.doc (insert offeror identifier) – Cover Letter .doc (insert offeror identifier) - Executive Summary .doc (insert offeror identifier) – Security Checklist.doc (insert offeror identifier) – Reps and Certs reference .doc	Volume 1 Organization (L.5.4.1 and L.5.5.1.4) Proposal File Matrix (L.5.4.6.4, J.X.X) Cover Letter (L.5.5.1.1) Offer (L.5.5.1.2) Executive Summary (L.5.5.1.3) Security Checklist (L.5.5.1.6) Reps and Certs (Sec K, FAR 52.204-8)	

Disk #	Directory	File Name	Contents	Notes/ Comment
		(insert offeror identifier) –		
	Volume 2 See L.5.5.2	Volume 2 Org – TOC.doc (insert offeror identifier) – Volume 2 Org – glossary.doc (insert offeror identifier) – Volume 2 Org – matrix.doc (insert offeror identifier) – Management .doc (insert offeror identifier) - Staffing .doc (insert offeror identifier) - Transition.doc (insert offeror identifier) - Security.doc (insert offeror identifier) – Risk Management.doc	Volume 2 Organization (L.5.4.1 and L.5.5.2.6) Management Plan (L.5.5.2.1) Staffing Plan (L.5.5.2.2) Transition Plan (L.5.5.2.3) Security Plan (L.5.5.2.4) Risk Management Plan (L.5.5.2.5)	
	Volume 3 See L.5.5.3	<u>Volume 3 Org – TOC.doc</u> (insert offeror identifier) – <u>Volume 3Org – glossary.doc</u> (insert offeror identifier) – <u>Volume 3 Org – matrix.doc</u> (insert offeror identifier) – IDIQ PWS.doc (insert offeror identifier) – TO- 1 PWS.doc (insert offeror identifier) – TO- 2 PWS.doc (insert offeror identifier) – TO- 3 PWS.doc (insert offeror identifier) – IDIQ - QCP.doc (insert offeror identifier) – TO- 1 QCP.doc (insert offeror identifier) – TO- 2 QCP .doc (insert offeror identifier) – TO- 3 QCP .doc	<u>Volume 3 Organization (L.5.4.1 and L.5.5.3.5)</u> IDIQ Technical Response (L.5.5.3.1) TO 1 Technical Response TO 2 Technical Response TO 3 Technical Response IDIQ QCP (L.5.5.3.4) TO 1 QCP TO 2 QCP TO 3 QCP	

Disk #	Directory	File Name	Contents	Notes/ Comment
	Volume 4 See L.5.5.4	Volume 4 Org – TOC.doc (insert offeror identifier) – Volume 4 Org – glossary.doc (insert offeror identifier) – Volume 4 Org – matrix.doc (insert offeror identifier) – PPQ.doc (insert offeror identifier) – consent.doc (insert offeror identifier) – org.doc (insert offeror identifier) – MasterProjects List.doc (insert offeror identifier) – Relevant Project Summaries .doc	Volume 4 Organization (L.5.4.1 and L.5.5.4.5) Past Performance Questionnaires (PPQ) (L.5.5.4.1.6) Consent Forms (L.5.5.4.1.2.1) Organizational Structure Change History (L.5.5.4.1.5) Master Projects List (L.5.5.4.2) Relevant Project Summaries (L.5.5.4.3)	
	Volume 5 See L.5.5.5	Volume 5 Org – TOC.doc (insert offeror identifier) – Volume 5 Org – glossary.doc (insert offeror identifier) – Volume 5 Org – matrix.doc (insert offeror identifier) – SB Participation Plan.doc - (insert offeror identifier) SB Subcontracting Plan.doc -	Volume 5 Organization (L.5.4.1 and L.5.5.5.3) Small Business Participation Plan (SBPP) (L.5.5.5.1) Small Business Subcontracting Plan (Applies to Large Businesses only) (L.5.5.5.2)	
	Volume 6 See L.5.5.6	Section B.doc (insert offeror identifier) – Volume 6 Org – TOC.doc	RFP Section B Volume 6 Organization (L.5.4.1 and L.5.5.6.10)	
Disk #	Directory	File Name	Contents	Notes/ Comment

		(insert offeror identifier) – Volume 6 Org – glossary.doc (insert offeror identifier) – Volume 6 Org – matrix.doc (insert offeror identifier) – Cost/Price IDIQ.xls (insert offeror identifier) – Cost/Price TO-1.xls (insert offeror identifier) – Cost/Price TO-2.xls (insert offeror identifier) – Cost/Price TO-3.xls - Estimating .doc (insert offeror identifier) - Purchasing .doc (insert offeror identifier) - Accounting.doc	IDIQ (L.5.5.6) Certifications (L.5.5.6.9) Estimating System (L.5.5.6.9.1) Purchasing System (L.5.5.6.9.2) Accounting System (L.5.5.6.9.3)	
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L.5.4.6.5 Multimedia. Offeror shall not use embedded sound or video files in proposal documents. The evaluation system will not incorporate a capability to read these files.

L.5.4.6.6 Embedded Graphics. Graphics embedded into documents shall be kept as simple as possible. Complex graphics require longer periods for the computers to draw and it significantly reduces the scrolling speed. When considering graphics, use the following guidelines:

- Limit colors to 256 colors at 1024 x 768 resolution; avoid color gradients
- Simplify the color palette used in creating figures
- Be aware of size for graphic files. Large files are discouraged
- Avoid scanned images

L.5.5 VOLUME FORMAT AND CONTENT

This section describes the format and content of each volume that are to be included in an offeror’s proposal. Each volume shall only include the information specified herein, i.e. management information only in Volume 2, Management; technical information only in Volume 3, Technical, etc. **Any information that is included in the wrong volume will not be considered.**

L.5.5.1 Volume 1 – Introduction and Proposal (Volume shall not include any cost or pricing data).

L.5.5.1.1 Cover Letter. The cover letter is considered the first page of the proposal and shall include the following:

- Statement that the proposal is firm for a period of not less than 180 calendar days from the proposal due date
- Statement of compliance indicating either complete compliance with the solicitation or a detailed analysis of any objections, exceptions, or contingencies to the terms of the solicitation
- Complete business address of the offeror, the corporate name to be used on any resultant contract, and the remittance address if different from above. If this name does not identify a “parent company” or sponsoring “corporation” name, also provide such identify, as appropriate
- Solicitation Number
- No more than two names and telephone numbers of personnel to be contacted for clarification or questions of the offeror’s proposal

L.5.5.1.1.1 Cover Letter Attachment. The offeror shall provide the following information as a separate attachment to the Cover Letter.

Items	Information
Name of Offeror	
Offeror's Point of Contact (POC) for clarification (Title, Phone Number, E-mail)	
Solicitation Number	
Commercial And Government Entity (CAGE) Code	
Tax Identification Number (TIN)	
Dunn & Bradstreet (DUNS) Number	
DCMA POC (Phone Number, E-mail)	
DCAA POC (Phone Number, E-mail)	
Corporate Name, Address, Additional Details for award (if different than the submission)	
Validation that proposal signatory is authorized to legally bind the Offeror	

L.5.5.1.2 Offers – The completion and submission to the Government of the items listed below shall constitute an offer and shall indicate the offeror's unconditional consent to the terms and conditions of the RFP. Exceptions to any of the terms and conditions of this RFP may be considered by the Government to be unacceptable.

L.5.5.1.2.1 SF 33, "Solicitation, Offer, and Award," with blocks 12 through 18 completed by the offeror.

L.5.5.1.2.2 RFP Sections D through G inclusive.

L.5.5.1.2.3 RFP Section H, "Special Contract Requirements," with the offeror's proposed names of key personnel for the contract inserted in the appropriate table in Section H.14.

L.5.5.1.2.4 RFP Section I, "Contract Clauses."

L.5.5.1.2.5 RFP Section K, "Representations, Certifications, and Other Statements of Offerors," completed by the offeror.

L.5.5.1.2.6 Proposal Table of Contents (TOC) – comprehensive TOC covering all volumes of the proposal.

L.5.5.1.3 Executive Summary. A concise summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost or price. The salient features should tie in with the Section M evaluation items and factors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

L.5.5.1.4 Volume 1 Organization (L.5.4.1)

L.5.5.1.4.1 Volume 1 Table of Contents

L.5.5.1.4.2 Volume 1 Glossary

L.5.5.1.4.3 Volume 1 Matrix

L.5.5.1.5 Proposal Compliance Matrix. (J.XX) A compliance matrix that ties the table of contents to Section L requirements.

L.5.5.1.6 Security Checklist. Offerors shall complete the security checklist located in attachment J.XX by identifying the location in the offeror's proposal where the security items are addressed.

L.5.5.2 Volume 2 – Management (Volume shall not include any cost or pricing data).

This volume consists of relevant information characterizing the offeror's proposed management approach to meeting GI Services objectives and conveying the offeror's understanding of Department of Defense (DoD) and Intelligence Community (IC) procedures, processes, and missions. The following management information shall be included within the Management volume.

L.5.5.2.1 Management Plan. This plan shall describe the offeror's processes and procedures for planning, resourcing, managing, and monitoring progress in meeting Government objectives. The management plan shall explain the communication and reporting processes and procedures the offeror will employ to ensure Government is aware of personnel status and any performance, schedule, and/or cost issues. The plan shall include management techniques used to ensure a positive work environment for employees. The plan shall illustrate how the company will manage project risks, costs, schedules, and reporting. The management plan shall discuss the offeror's ability to manage the magnitude and complexity of work detailed in the PWS for each of the following:

L.5.5.2.1.1 Corporate Experience. Describe any corporate experience that relates to the level and complexity of work detailed in the PWS.

L.5.5.2.1.2 Management Structure.

- Describe proposed organizational structure and staffing necessary to ensure successful accomplishment of PWS requirements
- Identify team structures, relationships, roles and responsibilities
- Show lines of authority, to include teaming partners and subcontractors
- Identify key functions which are deemed critical to the successful management of the contract and whether the key function will be performed by the offeror or a subcontractor

L.5.5.2.1.3 Teaming Partners and Subcontractors.

- Describe qualifications of teaming partners and subcontractors
- Describe the process for management of teaming partners and subcontractor management. At a minimum, offerors shall describe the assignment of responsibilities, division of work, and reporting procedures
- Describe the management approach and/or controls that will be implemented to ensure subcontractors perform seamlessly within the framework of the contract objectives

L.5.5.2.1.4 Management of Requirements.

- Describe the approach to identifying sufficient quantity of personnel needed and subsequent, recruiting, hiring, screening, and retaining of qualified personnel. At a minimum, offerors shall describe the necessary skill type and qualifications needed to meet the objectives
- Describe ability and approach to rapidly and adequately respond to relevant, rapidly evolving mission requirements
- Describe ability and approach to rapidly and adequately respond to no-notice/short-notice deployment requirements
- Describe approach to respond to and integrate internally and externally driven mission-related requirements to include processes for managing subcontractor relationships
- Describe processes and procedures that support work in classified/sensitive environments worldwide

L.5.5.2.1.5 Organizational Conflict of Interest (OCI). Describe procedures that the offeror will employ to avoid and/or mitigate, existing or potential conflicts of interests of its personnel and those of any proposed subcontractors or consultants. If no OCI currently exists, include a statement that no OCI currently exists.

L.5.5.2.1.6 Cost Control. Describe the plans, processes and procedures for controlling and reducing costs.

L.5.5.2.2 Staffing Plan. This plan shall describe the offeror's processes and procedures for identifying, recruiting, hiring, screening, and retaining sufficient numbers of qualified personnel to meet stated Government objectives. The plan shall describe the techniques used to ensure efficient and effective use of personnel, as well as, any training and/or certification programs the offeror uses to maintain proficiency and verify qualifications. The plan shall describe the relationship between the various management levels and the number of individuals required for

each function. The offeror shall submit job descriptions for key positions as part of the offeror's management proposal.

L.5.5.2.2.1 Human Resources.

- Describe the approach to identifying sufficient numbers of management and administrative personnel needed and subsequent approach to attracting, recruiting, screening, hiring, and retaining personnel.
- Describe the necessary skill type and qualifications needed to meet the PWS objectives.
- Discuss the approach to ensure continuation of services during personnel absences due to sickness, leave, voluntary or involuntary termination from employment.
- The staffing plan shall include a chart of proposed labor mix and hours it intends to employ.

L.5.5.2.2.1.1 Training and Certification.

- Describe approach for validating, verifying, and maintaining currency of required certifications and/or specialized training, to include validating, verifying, and maintaining teaming partners and subcontractors training and certifications.
- Address how offeror, including teaming partners and subcontractors, will meet annual mandatory training requirements, such as anti-terrorism and intelligence training in accordance with Army Regulation (AR) 381-10, or other training as appropriate.

L.5.5.2.2.2 Key Personnel.

L.5.5.2.2.2.1 Key Personnel List. Key personnel are those persons, whether employed by the offeror or an offeror's subcontractors, who will occupy any of the critical key personnel positions identified in Section H, and by the offeror (including teaming partners and subcontractors).

L.5.5.2.2.2.2 Key Personnel Resumes. The offeror shall submit resumes for key personnel intended/planned for assignment to this contract as part of the offeror's management proposal. Resumes shall be presented in a format as described below. The person's name shall appear centered at the top of the first page of the resume. Each resume is limited to two pages. Each resume shall conform to the following outline:

- Position Title: Proposed job title on the project
- Duration: Planned duration of the assignment
- Allocation: Percentage of time to be committed
- Current Assignment: Position presently occupied, to include title and organization and employer
- Availability: Relationship to the offeror (full/part-time, prime contractor employee/subcontractor employee) and a Letter of Commitment shall be provided for all key personnel
- Education: Degree, school, majors, minors, and year graduated
- Relevant Qualifications and Specialties: A brief summary of training and qualifications.
- Employment History and Experience: A list showing the programs on which the individual has worked, showing the highest position held on each program and the duration, including the starting and ending dates, of assignment to each program
- Achievements: Information on honors, awards, publications, and professional organizations
- Security Clearance: Current security clearance status, date of most recent Single Scope Background Investigation (SSBI), and the adjudicating agency
- Disclosure Statement: Each resume shall contain the following statement and signature: "I consent to the disclosure of my resume (or other personal data) for evaluation purposes regarding the proposal of the GI Services contract by the Department of the Army and INSCOM."

L.5.5.2.2.2.3 Submission of resumes of individuals not currently employed by or with whom the offeror does not have a bona fide employment contract (contingency resumes) shall also provide a phase in plan showing the availability of the qualified personnel and length of time required to reach full support. Contingency resumes shall include a Letter of Commitment signed by the individual being proposed that clearly states their commitment to enter into employment with the offeror. Failure to submit a Letter of Commitment for each contingency resume may result in a lower rating.

L.5.5.2.2.2.4 Discuss key personnel technical qualifications, knowledge, skills, certifications, and experience and how they are relevant in performing the tasks required by the PWS.

L.5.5.2.3 Transition Plan. The transition plan shall describe the processes and procedures an offeror uses to transition both from an incumbent contractor within stated PWS timeline objectives. The plan shall discuss the offeror's methodologies used for ensuring seamless transition between contracts and task orders and techniques used to ensure the cooperative transfer of task execution between contractors. The transition plan shall indicate an understanding of the DoD, Army, and Intelligence Community (IC) operational environment and identify and address transition risks.

L.5.5.2.4 Security Plan. The security plan shall describe the offeror's policies and procedures to ensure compliance with the security aspects of this RFP and the DD Form 254. The offeror's plan shall address how it will meet personnel, physical, and information security requirements, to include Sensitive Compartmented Information (SCI). The offeror's proposal must identify access to a Sensitive Compartmented Information Facility (SCIF) at time of contract award to be considered. This can be through an existing SCIF in the offeror's facilities, or through other arrangement. There are no provisions to provide SCIF access or facilities as part of this solicitation. Additionally, the plan shall describe the offeror's processes for obtaining personnel security clearances. The security plan shall identify offeror's process for verifying personnel understand and comply with applicable security requirements. The plan shall include an affirmative statement indicating a corporate commitment to staffing this effort with personnel having the appropriate clearances. The offeror shall include a clear statement that they will comply with all security requirements of the National Industrial Security Program Manual (NISPOM), all applicable sponsor security policies and procedures, and all applicable DCIDs. Additional items to be provided in the security plan shall include, but are not limited to, the following:

L.5.5.2.4.1 Security Organization. Describe the offeror's security organization showing lines of communication to corporate management and the ability to exercise a coordinated effort to expedite clearance actions.

L.5.5.2.4.2 Security Approach. The offeror shall describe their approach to executing a security program that is in compliance with Government security policies, procedures, and directives.

L.5.5.2.4.3 Security Training. The offeror shall describe their security training program, identifying their compliance with security requirements referenced in this RFP. This section shall include how they intend to promote good security procedures within a classified environment.

L.5.5.2.4.4 Contractor Operated Facility. The offeror shall state and identify that their facility is properly accredited and meets DD 254 requirements, as well as any accreditation standards required for interfacing with or hosting Government networks.

L.5.5.2.5 Risk Management Plan. The offeror shall describe approach to identify program risk and application of resources to mitigate, monitor, and close out risk elements in a disciplined and timely manner that includes:

- a. The contractor's risk management process
- b. How risk management is implemented in the contractor's organization
- c. How risk management is integrated into the contractor's systems engineering and program management processes,
- d. How risk management is implemented into the contractor's program review process,
- e. Risk Management ground rules and assumptions used for risk assessment and handling,
- f. Risk assessment methodology
- g. Forms used in documenting risk identification, analysis, prioritization, handling and monitoring activities.

L.5.5.2.6 Volume 2 Organization (L.5.4.1).

L.5.5.1.6.1 Volume 2 Table of Contents (TOC).

L.5.5.1.6.2 Volume 2 Glossary.

L.5.5.1.6.3 Volume 2 Matrix.

L.5.5.3 Volume 3 – Technical (Volume shall not include any cost or pricing data).

This volume consists of relevant information describing the offeror's proposed technical approach to meeting GI Services objectives and conveying the offeror's understanding of technical requirements and objectives. The offeror shall include a proposal in response to one of the Government PWS located in Section C and a response to the associated TOs located in Section J.X. Additionally, the offeror shall provide a list of deliverables. The following technical information shall be included within the Technical volume.

L.5.5.3.1 Technical Approach. The offeror shall illustrate their understanding of the technical requirements and objectives of this acquisition and provide a description of the proposed approach to performing the work.

L.5.5.3.2 Response to PWS. The offeror's proposal shall convey their understanding of the scope and complexity of this effort and the offerors' ability to meet the technical and performance requirements, including the performance objectives in the Performance Requirements Summary (PRS), as stated in the Government's PWS. The offeror shall ensure all pertinent work tasks have been addressed and the proposed contract data requirements list (CDRL) is adequate, appropriate, and facilitates communications and project management. The offeror also shall ensure the PWS correlates with the approach detailed in the offeror's technical proposal.

L.5.5.3.3 Response to task orders. The offeror's technical response associated with each task order shall consist of a narrative defining the offeror's understanding of the technical requirements and objectives and a description of the proposed approach to performing the work.

L.5.5.3.3.1 Résumés included in response to TOs must be in compliance with L.5.5.2.2.2 and L.5.4.6.

L.5.5.3.4 Quality Control Plan (QCP). The offeror shall provide a proposed IDIQ level QCP in response to the Government PWS in Section C and additional task order level QCPs for each individual TO response. The QCP shall identify offeror's approach for maintaining a quality control system that is integrated into the overall management approach and meets requirements of the PWS and each TO. The offeror's IDIQ QCP shall be linked to the PWS and Quality Assurance Surveillance Plan (QASP). The offeror's task order QCP shall be linked to the TO and applicable portions of the QASP (Note: The applicable PRS table is not included in the page count.).

L.5.5.3.5 Volume 3 Organization (L.5.4.1)

L.5.5. 3.5.1 Volume 3 Table of Contents (TOC)

L.5.5. 3.5.2 Volume 3 Glossary

L.5.5. 3.5.3 Volume 3 Matrix

L.5.5.4 Volume 4 – Past Performance (Volume shall not include any cost/price data).

This volume consists of relevant information describing the offeror's past performance on related efforts of similar size and complexity. To facilitate the Government's past performance evaluation, offerors shall include a detailed "roadmap" describing significant organizational changes (see L.5.5.4.1.5). The following past performance information shall be included within the Past Performance volume.

L.5.5.4.1 Customer/Client References.

L.5.5.4.1.1 The offeror shall provide up to five (5) relevant and recent (within three (3) years from date of proposal submission due date) customer/client references on contracts of a similar size, scope, and nature to the GI requirements. Joint-venture companies may submit the past performance of their partner companies for the Government's consideration.

L.5.5.4.1.2 An offeror may include up to five (5) relevant and recent customer/client references for which significant subcontractors/teaming partners (20% of total contract/task order effort) performed as a prime or subcontractor on contracts of a similar size, scope, and nature to the GI requirements.

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"Performing as" – insert "Prime", "Sub" (for subcontractor), "Team", or "Partner" "Where Performed" – insert "CONUS", "OCONUS", or "BOTH" "Contract Type" – insert FFP, CPFF, CPAF, etc. Completion Date – The date that performance was completed \$ Value (M): Annual Dollar Value in millions									

L.5.5.4.3 Past Performance Projects - The offeror will provide a list of no more than five (5) recent and relevant mission/business critical/comparable/similar projects, ongoing or completed, performed by the offeror. In addition, provide the following information for each project listed:

- Companies performing the project and company division/business segment
- Name and location of the project
- Contract type
- Brief description (not to exceed one page)
- Name and telephone number of customer's representative most knowledgeable of the project
- Contract number for government contract representative
- Role on the project (prime/partner/subcontractor)
- Original and final/current total contract value
- Scheduled and actual start and completion dates
- Indicate if the offeror (include parent companies and affiliated firms) is a stakeholder/customer of the work being performed.
- If identified as a subcontractor on this project, include the following information:
 - Function/service on the project
 - Original and final value of the subcontract
 - Contract type for the subcontract
 - FAR 19 participants (Small Business, Small Disadvantaged Business, etc.) Subcontracting Contract Goals and the actual subcontracting achieved

Each past performance project shall be no more than 3 pages.

L.5.5.4.4 The Government may utilize references other than those identified by offerors in evaluation of offerors' Past Performance. While the Government may elect to consider data obtained from other sources, the burden of providing accurate and complete, recent and relevant PPI that demonstrates the ability to perform this requirement rests with each offeror.

- L.5.5.4.5 Volume 4 Organization (L.5.4.1)
- L.5.5.4.5.1 Volume 4 Table of Contents (TOC)
- L.5.5.4.5.2 Volume 4 Glossary
- L.5.5.4.5.3 Volume 4 Matrix
- L.5.5.5 Volume 5 – Socio-Economic

The Socio-Economic volume consists of relevant information describing the offeror's plan to utilize small business concerns. The following small business information shall be included within the Small Business volume.

Any offeror receiving a contract shall agree in the contract that small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business (HUBZone SB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

L.5.5.5.1 Small Business Participation Plan (SBPP)

All offerors are required to submit a Small Business Participation Plan that addresses their intent to utilize small businesses in the performance of this acquisition. The SBPP dollar commitments are based on total acquisition value and should be comparable to the commitments in the SB Subcontracting Plan. Each offeror shall provide a SBPP containing all the elements described below. *The Government approved SBPP will be incorporated into any*

resultant contract.

L.5.5.5.1.1 Offerors (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined in FAR 19.001 and FAR 19.102 shows the criteria for applying size standards to the applicable NAICS code. U.S. Small business concerns include SBs, SDBs, HUBZone SBs, WOSBs, VOSBs, SDVOSBs and HBCU/MIs.

L.5.5.5.1.2 Offerors shall provide a description of its performance in complying with the requirements of FAR 52.219-8 over the past three (3) calendar years (Note: if the offeror has not performed a contract over the past three (3) years that included FAR 52.219-8, the offeror shall so state).

L.5.5.5.1.3 Offerors shall provide a description and available documentation of any methods or techniques used to promote small business participation.

L.5.5.5.1.4 Offerors shall provide internal procedures used to monitor small business participation during contract performance.

L.5.5.5.1.5 Offerors shall provide any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

L.5.5.5.1.6 Offerors shall provide, for each year in the base contract, the Percentage of Small Business Participation using the following table format:

Base Year	Business Category	Percentage of Small Business Participation
	(SB)	100%
	SB	%
	SDB	%
	WOSB	%
	VOSB	%
	SDVOSB	%
	HUBZone SB	%

L.5.5.5.1.7 Offerors shall provide, for each year in base contract, information required under each column header using the following table format:

BASE YEAR	Name of Small Business Concerns	Small Business Classification(s)	Description of Services	% of Total Dollars
	ABC Co.	SB	Analysis	%
	ABC Co.	SB	Recruitment	%
	EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Management	%

L.5.5.5.2 Small Business Subcontracting Plan (Applies to Large Businesses only)
Each large business offeror shall provide a Small Business Subcontracting Plan containing all the elements required by Section H.XX and FAR 52.219-9. *The Government approved Small Business Subcontracting Plan will be incorporated into any resultant contract.*

L.5.5.5.2.1 Small Business Utilization. The Small Business Subcontracting Plan shall be prepared in accordance with FAR 19.704, Defense Federal Acquisition Regulation Supplement (DFARS) 219.704, Army Federal Acquisition Regulation Supplement (AFARS) 5119.704, FAR 52.219-9, and Section H.XX of this RFP. The plan shall provide the small business goal for each year in the base contract.

- L.5.5.5.3 Volume 5 Organization (L.5.4.1)
- L.5.5.5.3.1 Volume 5 Table of Contents (TOC)

- L.5.5.5.3.2 Volume 5 Glossary
- L.5.5.5.3.3 Volume 5 Matrix

L.5.5.6 Volume 6 – Cost /Price Information

L.5.5.6.1 The offeror shall submit pricing data substantiating the price proposed to complete the requirements, identified in the Task Order (TO) PWS. The offeror’s price proposal shall contain sufficient factual information to establish the reasonableness and completeness of the proposed price.

L.5.5.6.2 Reasonable Price - a price that a prudent and competent buyer would be willing to pay.

L.5.5.6.3 Completeness - all aspects of the proposal are represented appropriately in the price proposal.

L.5.5.6.4 The evaluated price for award will include the TO base period, option periods, and extension of services periods under FAR 52.217-8. It is the Government’s intent to use the proposed price as the basis to negotiate price and establish the TO value. All information relating to the proposed price, including all required supporting documentation must be included in the section of the proposal designated as the TO price volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal. All pricing information shall be UNCLASSIFIED.

L.5.5.6.4.1 Cost Proposal (applicable to TO-___). The offeror shall submit a schedule showing proposed direct and indirect rates by year. This schedule is to include (but separately identify) prime contractor, subcontractor, and interdivisional transfer rates. Where this information is company proprietary, it shall be submitted in a sealed package and included as part of the prime offeror’s proposal submission.

L.5.5.6.4.2 Price Proposal (applicable to TO-___). The total price of the proposed efforts, including the option years of TO-BRAVO and extension of services under 52.217-8, will be evaluated for award purposes. All information relating to the proposed prices shall be included in the selection of the proposal designated as the Cost or Price Information volume.

TO		Base Period	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
TO- ___	Subtotal Price					
	ODC					
	Final Price					
TO- ___	Subtotal Cost					
	ODC					

L.5.5.6.5 The offeror shall give its most beneficial terms on the initial proposal. The Government reserves the right to use the TO provided in the RFP as the initial awarded TO.

L.5.5.6.6 The submitted data must include at least the following:

L.5.5.6.6.1 A statement regarding the offeror’s compliance with FAR 9.104-1 (General Standards for Responsible Prospective Contractors).

L.5.5.6.7 The following information is to be provided as part of the Price Volume and will be used to assess Price and Performance Risk:

L.5.5.6.7.1 Fully Burdened Labor Rates. The Government requires visibility into the labor/skills mix inherent in the proposal to make a complete evaluation. The offeror shall provide a complete labor breakout including labor categories, hours, and corresponding labor rates for all proposed efforts under the TO.

L.5.5.6.7.2 The offeror shall indicate how the yearly base labor is predicated in terms of the man-hour yearly total. The offeror shall describe the accounting and estimating procedures for vacation, sick leave, holidays, etc.

L.5.5.6.7.3 Other Direct Costs (ODC) - For evaluation purposes of this solicitation, the Government is providing a plug number for ODCs. All ODCs for this proposal represent the Government's expected expense on this TO, to include travel and incidental materials (replacement parts, software, upgrades, etc.). All travel shall be proposed in accordance with Section H.25, FAR part 31.205-46.

L.5.5.6.7.3.1 The offeror shall provide the MAXIMUM loading rate for all non-travel ODC's as part of the section B, CLINXXXX schedule for the Task Orders and ID/IQ, to be consistent for the entire performance period.

L.5.5.6.7.3.2 The offeror (inclusive of all subcontractors or interdivisional member) shall submit all proposed costs utilizing the spreadsheet formats (or similar format) as shown in Table L.3 for the base task order year and each of the option years. Offerors shall not remove the calculation functionality of the MS Excel spreadsheets. In addition, the offeror (inclusive of all subcontractors or interdivisional members) shall submit all proposed costs in their traditional estimating system format. The offeror shall provide a table which crosswalks the information proposed using the offeror's traditional estimating format to the information provided in Table L.3.

Table L.3

Performance Period (Insert Base Year, or the applicable Option Year 1 through 4)			Hourly Rate	Number	Total
Direct Labor Categories	Location	Category	(Unloaded)	of Hours	Dollars
Management Staff:					
- Program Manager					
- Deputy or Alternate Program Manager					
- Etc.					
- TOTAL MANAGEMENT STAFF					
Staff:					
- All Source Intelligence Analyst					
- Senior Budget Analyst					
- Lead Systems Engineer					
- Etc.					
- TOTAL STAFF					
TOTAL DIRECT LABOR					
			Cost Base	Rate	Total
Fringe Benefits (if any)					
Overhead (if any)					
Direct Labor G&A (if any)					
TOTAL FB + OH + G&A					

Performance Period (Insert Base Year, or the applicable Option Year 1 through 4)

			Hourly Rate	Number	Total
				Number of Hours	Total
Subcontractor Labor:					
- Subk 1 total					
- Subk 2 total					
- Subk 3 total					
- Etc.					
TOTAL SUBCONTRACTOR LABOR					
			Cost Base	Rate	Total
Subcontractor Material & Handling (if applicable)					
					Total
ODC (See L.5.5.6.4)					
			Cost Base	Rate	Total
G&A (if any)					
TOTAL COSTS					
			Cost Base	Rate	Total
FCCM (if any)					
Fixed Fee					
TOTAL PRICE (COST + FEE)					

L.5.5.6.8 The submitted cost data shall include at least the following:

- A narrative on the basis of estimate (BOE) by cost element.
- A statement as to the offeror's compliance with FAR 9.104-1 (General Standards for Responsible Prospective Contractors).
- Indication of the offeror's Cost Accounting Standards (CAS) status and status of any open CAS issues. (Applicable businesses only)
- Specific cost element requirements:
- Direct Labor Costs. The offeror shall provide a complete labor breakout for each contract line item number (CLIN). A complete labor breakout shall show the proposed quantity of labor hours, proposed direct labor rates, and. The offeror also shall provide the complete labor breakout for each CLIN by offeror fiscal year in the cost breakdown described below. The offeror shall not use composite rates. The Government requires visibility into the labor/skills mix inherent in the proposal to make a complete evaluation. The offeror shall include the currently approved wage and salary plan, giving date to such approval, and minimum/maximum ranges for the respective labor categories.
 - The offeror shall provide the current actual base labor for the proposed labor categories and the proposed base labor rate for each labor category.
 - The offeror shall indicate the source and construction of proposed labor rates, including whether the rates are Government-approved, the offeror shall provide the date of latest approval, and the name and address of the Government agency approving the rates. The offeror shall submit a copy of the signed forward pricing rate agreement including all applicable rates, if appropriate.
 - The offeror shall describe the company's overtime policy, including who is eligible for overtime, and provide the overtime premium rates.
 - The offeror shall provide a basis for any proposed labor escalation, including an explanation of how it was applied in this offer.

- The offeror shall state whether the cost accounting system will account for direct labor costs by the proposed labor categories.
- Indirect Costs. The offeror shall provide a cost breakdown of the proposed cost by the offeror fiscal year for each CLIN. The cost breakdown shall be in sufficient detail to identify each significant cost element and the base to which each indirect rate is applied.
 - The offeror shall attach the latest indirect cost projections showing the details used in the computation of all the indirect rates used in this offer (i.e. dollar amounts for various accounts comprising the overhead and/or General and Administrative (G&A) pools). The offeror also shall provide projections of the allocation basis (including their composition) and show the rate calculations for each offeror's fiscal year involved.
 - If the offeror's indirect rates have been audited by any Government agency, the offeror shall state by whom the audit was made and when, the rates approved, and the period for which they are effective. The offeror shall submit a copy of the latest signed forward pricing rate agreement including all applicable rates. If the proposed rates are significantly different, the reason(s) shall be stated. The name, address, and phone number of the Government agency that performed the audit shall be provided. The projected indirect rates for subsequent periods shall be provided.
- Subcontract Costs. The offeror shall submit a listing of the proposed subcontractors and interdivisional transfers (including vendors), if applicable, showing (a) the supplier, (b) description of effort, (c) type of contract, (d) price and hours proposed by each, and (e) price and hours included in prime's proposal to the Government. The offeror shall include a separate entry in this section for each subcontractor/interdivisional so that these costs can be easily tracked to the specific subcontractor/interdivisional cost proposal. Subcontractor/interdivisional proposals should match the hours and dollars carried by the prime for any subcontract effort proposed. The submission of a subcontractor proposal that does not agree with the prime's proposal is not useful for analysis or evaluation, and detracts from the credibility of the prime's proposal. Any differences shall be fully explained. The prime contractor is responsible for performing, and providing results of, vendor cost/price analysis in accordance with FAR 15.404-3.
- ODC. For evaluation purposes of this solicitation, the offeror shall include \$XX for ODCs each year.

L.5.5.6.9 Business Systems. The offeror shall provide information on whether the following systems have been determined adequate or inadequate and the names and phone numbers of the Government agency that performed the review: estimating system, purchasing system, accounting system, and timekeeping system.

L.5.5.6.9.1 Estimating System. Offeror shall provide a summary description of its standard estimating system or methods in accordance with FAR 15.407-5 and DFARS 215.407-5-70(b)(2). In addition, the offeror shall identify any deviations from its standard estimating procedures in preparing this proposal volume and indicate whether it has Government approval of its system, and if so, provide evidence of such approval.

L.5.5.6.9.2 Purchasing System. Offeror shall provide a summary description of its purchasing system or methods in accordance with FAR 44.3 and DFARS 244.3. In addition, the offeror shall identify any deviations from its standard purchasing procedures in preparing this proposal volume and indicate whether it has Government approval of its system, and if so, provide evidence of such approval.

L.5.5.6.9.3 Accounting System. Offeror shall provide evidence of their accounting system being adequate in accordance with FAR 16.301-3, 16.403-1 and in compliance with FAR 31, Contract Cost Principles and Procedures. In addition, offeror shall identify any deviations from its standard accounting procedures in preparing this proposal volume.

L.5.5.6.9.4 Past Experience-Based Estimates. Where cost estimates are based on past experience, identify the past experience, explain how the past experience relates to the current effort, including similarities and differences, and how cost data available from the past experiences were adapted to the current effort.

L.5.5.6.9.5 Additional Proposal Information. If there is any additional information the offeror feels is important for the Government to consider in the evaluation of their proposal, other than the information specifically requested by the above outline, the offeror shall bring such information to the attention of the Government by including it in its proposal. Such additional information shall be contained within the page limits set forth for each proposal volume as specified above.

L.5.5.6.10	Volume 6 Organization (L.5.4.1)
L.5.5.6.10.1	Volume 6 Table of Contents (TOC)
L.5.5.6.10.2	Volume 6 Glossary
L.5.5.6.10.3	Volume 6 Matrix

Section M – Evaluation Factors for Award

SECTION	TITLE
M.1	EVALUATION OF PROPOSALS
M.2	BASIS FOR AWARD
M.3	EVALUATION CRITERIA

M.1 EVALUATION OF PROPOSALS

This section is intended to explain the criteria by which proposals resulting from this solicitation will be evaluated.

M.2 BASIS FOR AWARD

The Government will select the best overall proposals, based upon an integrated assessment of all of the evaluation criteria. This is a best value source selection conducted in accordance with the policies and procedures in the Federal Acquisition Regulation (FAR) and the Department of Defense Source Selection Procedures (DFARS 215.300, DoD memorandum dated 4 March 2011). Contracts, if any, shall be awarded to offerors who are deemed responsible in accordance with the FAR, whose proposals conform to the solicitation's requirements, and are judged, based on the evaluation criteria, to represent the best value to the Government.

The Government intends to make multiple contract awards as a result of this solicitation, however the Government reserves the right to make no contract award at all.

M.3 EVALUATION CRITERIA

M.3.1 The Government will evaluate the written volumes delivered by the offerors using the evaluation factors described herein. The evaluation factors and subfactors that will be used by the evaluation panels to evaluate proposals are described in the section below. The Government will use the following factors to evaluate proposals and make a best value determination. Proposals will be evaluated on the accuracy, clarity, completeness, reasonableness, realism, and credibility of the offeror's proposal. Factors are listed in descending order of importance:

1. Management Approach
2. Technical Approach
3. Past Performance
4. Socio-economic
5. Cost/Price

The term "technical," as used throughout this solicitation refers to non-cost/price factors. Each technical factor and subfactor will be given an adjectival rating. The subfactor ratings will determine the factor rating. Cost/Price factor will not be given an adjectival rating. All technical factors combined, are significantly more important than cost or price.

M.3.2 TECHNICAL FACTORS

The Government will assess each offeror's proposed Technical proposals individually for each of the functional areas contained in the IDIQ PWS and in response to each of the TOs for the quality of the proposed solution to meet the Program and PWS objectives and minimum requirements within the specified constraints; understanding of INSCOM's overall mission, objectives and requirements; the viability of and the extent to which the offeror's approach will streamline processes resulting in greater effectiveness and efficiencies in the support of the INSCOM's mission; the inherent risk of the offeror's proposed approach's use of resources and solution and the likelihood of its success.

M.3.2.1 MANAGEMENT APPROACH

The Government will assess the offeror's proposed Management approach for each of the functional areas contained in the PWS and in response to the applicable TOs for the quality of the proposed management solution to meet the Program and PWS objectives and minimum requirements within the specified constraints; understanding of GI Services program's overall mission, objectives and requirements; the viability of and the extent to which the offeror's approach will streamline processes resulting in greater effectiveness, and efficiencies in the support of the GI Services missions; and the inherent risk of the offeror's proposed approach's use of resources and solution and the likelihood of its success. All subfactors are of equal importance.

M.3.2.1.1 Subfactor 1 - Management Plan: The offer will be evaluated to assess its approach to manage the tasks required under the PWS. The offeror should explain in detail its management approach to: managing all proposed subcontractors; controlling and reducing cost, managing all deliverables required by the PWS, and performing all tasks required by the PWS. In addition, offerors shall describe procedures that they will employ to avoid and/or mitigate, existing or potential conflicts of interests of its personnel and those of any proposed subcontractors or consultants. If no OCI currently exists, include a statement that no OCI currently exists.

M.3.2.1.2 Subfactor 2 - Staffing Plan: The offer will be evaluated on the proposed approach to provide a fully qualified work force at contract award as well as the offeror's demonstrated ability to recruit and retain sufficient numbers of trained personnel with required skill sets to support the GI Support Services requirements. The Plan will also be evaluated for its completeness regarding the technical qualifications, knowledge, and skills of proposed personnel and how well they correlate to the GI Support Services requirements of the PWS.

M.3.2.1.3 Subfactor 3 – Risk Management Plan: The offer will be evaluated on the proposed approach to identify program risk and application of resources to mitigate, monitor, and close out risk elements in a disciplined and timely manner. Considerations for a complete risk management plan include the contractor's risk management process, how risk management is implemented in the contractor's organization, how risk management is integrated into the contractor's systems engineering and program management processes, how risk management is implemented into the contractor's program review process, risk management ground rules and assumptions used for risk assessment and handling, risk assessment methodology, and forms used in documenting risk identification, analysis, prioritization, handling and monitoring activities.

M.3.2.1.4 Subfactor 4 - Transition Plan: The offer will be evaluated for the soundness of the offeror's approach for a seamless transition between contracts and task orders and its proposed approach and execution to the transfer of tasks between contractors. The Plan will be evaluated for the offeror's understanding of the Army and INSCOM's operational environment and the thoroughness of its approach in addressing the planning and execution of transition issues, and how well it manages risk in this area. The offeror will be evaluated on its capability for attaining the transition performance objectives in the Performance Requirements Summary of the PWS.

M.3.2.1.5 Subfactor 5 - Security Plan: The offer will be evaluated to determine the offeror's understanding of, and its commitment to meeting, the security requirements of the proposed contract, including how the offeror will meet Government industrial, personnel, physical and information security standards.

M.3.2.2 TECHNICAL APPROACH

The Government will assess the offeror's technical approach of the functional areas contained in the PWS and in response to the applicable Task Orders (TO) for the quality of the proposed technical approach to meet the Program and PWS objectives and minimum requirements within the specified constraints; understanding of GI Services program's overall mission, objectives and requirements; the viability of and the extent to which the offeror's approach will streamline processes resulting in greater effectiveness, and efficiencies in the support of the GI Services missions; and the inherent risk of the offeror's proposed approach's use of resources and solution and the likelihood of its success. All subfactors are of equal importance.

M.3.2.2.1 Subfactor 1 – IDIQ Technical Approach: Offerors will be evaluated based upon their technical approach to performing the tasks described in the PWS.

M.3.2.2.2 Subfactor 2 - TO 1 Technical Approach: Offerors will be evaluated based upon their technical approach to performing the tasks described in the PWS for applicable TOs.

M.3.2.2.3 Subfactor 3 - TO 2 Technical Approach: Offerors will be evaluated based upon their technical approach to performing the tasks described in the PWS for applicable TOs.

M.3.2.2.4 Subfactor 4 - TO 3 Technical Approach: Offerors will be evaluated based upon their technical approach to performing the tasks described in the PWS for applicable TOs.

M.3.2.2.5 Subfactor 5 - Quality Control Plan (QCP) – (PWS and TO(s)): The QCPs will be evaluated relative to the degree in which the offeror can demonstrate its methodologies for ensuring sustained quality improvement. The offeror shall submit a QCP for measuring and attaining quality of performance under this contract. The offeror's QCPs will be evaluated as its approach for maintaining a quality control system that is integrated into the overall management approach and meets the requirements of the PWS and TO(s). Each QCP will be evaluated on how well it demonstrates a comprehensive, verifiable, and self-implementing approach for monitoring the offeror's performance.

M.3.2.3 PAST PERFORMANCE

The offeror will be evaluated on the quality of past performance and demonstrate the ability to meet the requirements of this solicitation.

M.3.2.3.1 Recent and Relevant

The offeror will be evaluated on the recent and relevancy of the past performance accomplished by the offeror that are similar in size, scope, and complexity to the G.I. requirement.

M.3.2.3.2 Performance Confidence

The offeror's past performance shall be evaluated on how well the offeror has performed on past contracts. Government will use various past performance information to evaluate this subfactor.

M.3.2.4 SOCIO-ECONOMIC EVALUATION

M.3.2.4.1 Small Business Participation Plan

The Government will evaluate the extent of small business participation, as outlined in i-vi below, in terms of the percentage of total dollars that the offeror credibly proposes to subcontract or partner with other U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror participation in the proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code of 541990 "All Other Professional, Scientific, and Technical Services" that is applicable to this solicitation, will also be considered small business participation.

- (i) The extent to which such firms are specifically identified in proposals;
- (ii) The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
- (iii) The complexity and variety of the work small firms are to perform;
- (iv) The realism of the proposal;
- (v) Past performance of the offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and;
- (vi) The extent of participation of such firms in terms of the value of the total acquisition.

M.3.2.4.2 Small Business Subcontracting Plan

Past performance of the offeror in complying with requirements of the clauses at 52.219-9 Small Business Subcontracting Plan (large businesses only);

M.3.3 COST/PRICE

The offeror will be evaluated on the cost/price proposed for each TO. The Government may use all methods available to evaluate the cost/price proposed. Cost/Price factor will not be adjectivally rated. As set forth in Section M.3, the cost/price factor is the least important evaluation factor. However, as two (2) or more proposals are rated near equivalent, the cost factor becomes increasingly more important.

M.3.3.1 Price Reasonableness and Realism - (Applicable to TO ____)

Total price will be evaluated on the basis of the total price to include the base year plus each of the option years by adding prices proposed to perform TO (the base period, option periods, as well as the 6-month option period allowed under FAR 52.217-8) plus the prices proposed in the Price sheet. To calculate the 6-month option period under FAR 52.217-8, the agency will take the last option year price and divide by 2. Offerors are cautioned that unrealistically low prices may be a basis for eliminating the offeror from the competition. The Government will evaluate the price proposal by adding the total price.

The offeror's price proposal (excluding any Government provided cost estimates) will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. For a price to be reasonable, it should not exceed that which would be incurred by a prudent person in the conduct of competitive business. For additional information see FAR 31.201-3.

M.3.3.2 Cost (Applicable to TO ____)

The Government will evaluate the offeror's proposal for cost realism and reasonableness. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the tradeoff evaluation to determine best value. The most probable cost will be determined by adjusting the offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. The total evaluated cost will be based on the proposed evaluated base period and four option periods, as well as the 6-month option period allowed under FAR 52.217-8. To calculate the 6-month option period under FAR 52.217-8, the agency will take the last option year evaluated cost and divide by 2. Offerors are cautioned that unrealistically low costs may be a basis for eliminating the offeror from the competition.

An Offeror's accounting, estimating, and purchasing system shall be adequate for determining costs applicable to the evaluation. If offeror's accounting, estimating, and purchasing system are found to be inadequate, offeror will be deemed ineligible for contract award.

M.3.3.3 Evaluation of Options

Evaluation of Options will be conducted in accordance with FAR part 52.217-5, Evaluation of Options, to include FAR 52.217-8, Option to Extend Services.