ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7640
2. DELIVERY ORDER NO. FG01
3. EFFECTIVE DATE 2014 Sep 15
4. PURCH REQUEST NO. N/A
5. PRIORITY DO-A1
6. ISSUED BY NSWC HEL DTD
7. ADMINISTERED BY DCMA DAYTON
8. DELIVERY FOB
   DESTINATION
   OTHER
   (See Schedule if other)
9. CONTRACTOR Battelle Memorial Institute
   505 King Ave
   Columbus OH 43201-2696
10. ISSUED BY CODE N00174
11. ADMINISTERED BY CODE S3605A
12. DELIVERY FOB NSWC IHEODTD
    4072 North Jackson Road, Suite 132
    Indian Head MD 20640-5115
13. ISSUED BY CODE N00174
14. ADMINISTERED BY CODE S3605A
15. PAYMENT WILL BE MADE BY CODE HQ0337
16. SHIP TO See Section D
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
18. ITEM NO. 19. SCHEDULE OF SUPPLIES/SERVICES
19. SCHEDULE OF SUPPLIES/SERVICES
20. QUANTITY ORDERED/ACCEPTED *
21. UNIT
22. UNIT PRICE
23. AMOUNT
24. UNITED STATES OF AMERICA
25. TOTAL $1,911,838.00
26. DIFFERENCES
27a. QUANTITY N COLUMN 20 HAS BEEN INSPECTED
28. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
29. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE
30. INITIALS
31. PAYMENT COMPLETE
32. PAID BY
33. AMOUNT VERIFIED CORRECT FOR
34. CHECK NUMBER
35. BILL OF LADING NO.
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.
37. RECEIVED AT
38. RECEIVED BY (Print)
39. DATE RECEIVED
40. TOTAL CONTAINERS
41. S/R ACCOUNT NUMBER
42. S/R VOUCHER NO.

DD FORM 1155, DEC 2001
PREVIOUS EDITION IS OBSOLETE.
SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

<table>
<thead>
<tr>
<th>Item</th>
<th>PSC</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
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<tbody>
<tr>
<td>7000</td>
<td>R425</td>
<td>Base Year Labor Weapons of Mass Destruction Analysis Support (Fund Type - OTHER)</td>
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<td>LO</td>
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<tr>
<td>700001</td>
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<td>7100</td>
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For Cost Type / NSP Items

For ODC Items:

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<th>Est. Cost</th>
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<td>9001</td>
<td>R425</td>
<td>Base Year ODC (materials/supplies) in support of CLIN 7000 NTE</td>
<td>1.0</td>
<td>LO</td>
<td>$</td>
</tr>
<tr>
<td>900101</td>
<td>R425</td>
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<td>$</td>
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<tr>
<td>9100</td>
<td>R425</td>
<td>Option Year I (Travel) NTE ODC in support of CLIN 7100 (Fund Type - OTHER)</td>
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<td>LO</td>
<td>$</td>
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<tr>
<td>9101</td>
<td>R425</td>
<td>Option Year I ODC (materials/supplies) in support of CLIN 7100 NTE</td>
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<td>LO</td>
<td>$</td>
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<tr>
<td>9200</td>
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<td>Option Year II (Travel) NTE ODC in support of CLIN 7200 (Fund Type - OTHER)</td>
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<td>$</td>
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<tr>
<td>Item</td>
<td>PSC</td>
<td>Supplies/Services</td>
<td>Qty</td>
<td>Unit</td>
<td>Est. Cost</td>
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<tr>
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<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>Option</td>
<td></td>
<td></td>
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</tbody>
</table>

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

(a) The COR for this task order is:

[Redacted]

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

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

PERFORMANCE WORK STATEMENT (PWS)

FOR

WEAPONS OF MASS DESTRUCTION ANALYSIS

UNITED STATES CENTRAL COMMAND,

PLANS, STRATEGY, AND POLICY DIRECTORATE,

COMBATING WEAPONS OF MASS DESTRUCTION (CWMD) DIVISION

SECTION 1. SCOPE

This Performance Work Statement (PWS) describes the technical and administrative support requirements needed to sustain US Central Command (USCENTCOM) Combating Weapons of Mass Destruction (CWMD) Division. The PWS will serve as a vehicle for USCENTCOM’s CWMD Division to integrate and synchronize Nonproliferation, Counterproliferation, and Consequence Management activities involving policy, doctrine, planning, intelligence, strategy, exercises, operations, and host nation readiness-related issues with other USCENTCOM directorates, Joint Staff, Department of Defense (DoD) counterparts and area of responsibility (AOR) partner nations. No functions identified in this PWS are inherently governmental. Contractors are prohibited from performing functions that are inherently governmental. All measures will be taken to ensure those contractor duties that could expand to become inherently governmental functions without sufficient management controls or oversight on the part of the Government will not be performed by a contractor.

1.1. PURPOSE. The CWMD Division, USCENTCOM J5, provides CWMD mission management, strategic direction, policy guidance, planning, operational support, coordinating and the conduction of activities in support of USCENTCOM responsibilities to combat weapons of mass destruction in the USCENTCOM region. The focus of CWMD Division activities is primarily at the strategic and operational levels.
1.1.1. The duties and responsibilities of the CWMD Division can be categorized into two critical areas.

1.1.1.1. U.S. Force Readiness: develops policies, plans, strategy, regulations, procedures and plans that effect U.S. forces' and coalition and partner nation forces’ CWMD readiness in the areas of nonproliferation, counterproliferation and CBRN consequence management, the pillars of U.S. CWMD architecture as outlined in the National Military Strategy for CWMD and Joint Publication (JP) 3-40; develops the regional CWMD campaign plans that support the USCENTCOM CWMD mission; prepares Integrated Priority Lists (IPL); prepares CWMD assessments of both the Comprehensive Joint Assessment and plans; reviews non-material chemical, biological, radiological, nuclear (CBRN) related force protection capability; develops CWMD Joint Mission Essential Task (JMET) and related CWMD mission readiness reports; develops and manages the command’s Arms Control and Treaty mission to include publication and management of related USCENTCOM regulations. This division is also responsible for the policy, strategy and doctrine elements of the Proliferation Security Initiative (PSI), the Joint Venture Oversight Group (JVOG), and Foreign Military Sales (FMS).

1.1.1.2. Host Nation (HN) and Sub-regional CWMD Capabilities/Readiness: plans, coordinates, and executes events/programs in the USCENTCOM area of responsibility (AOR) including the Central Asian and South Asian States, Levant, and Arab Peninsula that improve individual HN and regional capabilities to defend against, prevent, prepare for, respond to, and mitigate the effects of a chemical, biological, radiological, nuclear (CBRN) or Toxic Industrial Chemical/Toxic Industrial Material (TIC/TIM) related incident. Planning and conducting multilateral CWMD-related exercises, professional development workshops and seminars to promote program goals, enhance regional dialogue and cooperation and improve multilateral partner country planning, capabilities, and responses are also critical tasks.

1.2. Travel. The Contractor shall be required to travel in performance of this Task Order. The number of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. Prior to travel, all travel requests shall be coordinated with the appropriate division and/or branch chief and then approved by the Contracting Officer’s Representative (COR). Mandatory travel, both inside the continental United States (CONUS) and outside the continental United States (OCONUS), should not exceed 30 consecutive days. Special provisions and approvals will be made should the Government require OCONUS travel in excess of 30 consecutive days. CONUS and OCONUS travel will be in accordance with USCENTCOM procedures. All travel shall be conducted in accordance with Federal Acquisition Regulation (FAR) 31.205-46 Travel Costs and the Joint Travel Regulations (JTR). In accordance with Contract Data Requirements List (CDRL) A001, a trip report shall be submitted.
1.2.1 The contractor is responsible for assisting and procuring all required documentation for personnel traveling OCONUS, including passports and visas.

1.2.2. The following chart identifies anticipated annual travel, but is not inclusive. The Government anticipates additional travel will be identified through the life of the task order. Anticipated routine travel for task 3.5.:

<table>
<thead>
<tr>
<th>Purpose Event/Country</th>
<th>Qtr Travel Occurs</th>
<th># of Travelers</th>
<th>Annual # of Days</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exercise EAGLE RESOLVE</td>
<td>1st Qtr</td>
<td>1</td>
<td>12</td>
<td>Tampa, FL</td>
<td>Kuwait City, KWT</td>
</tr>
<tr>
<td>Exercise EAGER LION</td>
<td>2nd Qtr</td>
<td>1</td>
<td>5</td>
<td>Tampa, FL</td>
<td>Amman, JOR</td>
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<tr>
<td>Exercise LEADING EDGE</td>
<td>2nd Qtr</td>
<td>2</td>
<td>30</td>
<td>Tampa, FL</td>
<td>Abu Dhabi, UAE</td>
</tr>
<tr>
<td>Enhanced Cooperative Defense Program</td>
<td>1,2,3,4 Qtrs</td>
<td>2</td>
<td>100</td>
<td>Tampa, FL</td>
<td>Various Loc, JOR</td>
</tr>
<tr>
<td>Bahrain Bilateral</td>
<td>3rd Qtr</td>
<td>1</td>
<td>5</td>
<td>Tampa, FL</td>
<td>Manama, BHR</td>
</tr>
<tr>
<td>Iraq Bilateral</td>
<td>2nd Qtr</td>
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<td>5</td>
<td>Tampa, FL</td>
<td>Baghdad, IRQ</td>
</tr>
<tr>
<td>Jordan Bilateral</td>
<td>2,3 Qtrs</td>
<td>1</td>
<td>15</td>
<td>Tampa, FL</td>
<td>Amman, JOR</td>
</tr>
<tr>
<td>Saudi Arabia Bilateral</td>
<td>3rd Qtr</td>
<td>1</td>
<td>5</td>
<td>Tampa, FL</td>
<td>Riyadh, KSA</td>
</tr>
<tr>
<td>Kuwait Bilateral</td>
<td>1st Qtr</td>
<td>1</td>
<td>5</td>
<td>Tampa, FL</td>
<td>Kuwait City, KWT</td>
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<tr>
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<td>Beirut, LEB</td>
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<td>5</td>
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<td>10</td>
<td>Tampa, FL</td>
<td>Abu Dhabi, UAE</td>
</tr>
<tr>
<td>Yemen Bio Engagement</td>
<td>2,3 Qtrs</td>
<td>1</td>
<td>15</td>
<td>Tampa, FL</td>
<td>Sandia Nat’l Labs, NM</td>
</tr>
</tbody>
</table>
1.2.3. Per USCENTCOM policy and as dictated by the threat condition at the work site, the Government will provide Geneva Convention Identification Cards, medical care, force protection, force protection training (including weapons familiarization training), CBRN defense equipment and CBRN defense training, and pre-deployment immunizations.

1.2.4. Contractor shall notify Contracting Officer of deployment requirement to receive specific pre-deployment guidance.

1.2.5. The Government will provide protection of contractor personnel overseas in a contingency zone.

1.2.5.1. Should the Government elect to arm contractors (for self-defense purposes), weapons, ammunition, related equipment, rules of engagement, and associated training shall be provided by the Government.

1.2.5.2. Government will provide individual protective equipment (IPE) and CBRND qualification training prior to applicable deployments.

1.3. Key Personnel Requirements. The Contractor shall provide a suitable mix of personnel with the education and demonstrated skills and experience necessary to perform the tasks described in the PWS. The key personnel requirements are for a Senior CWMD Analyst/Project Manager,
Senior CWMD Analysts, Partner Nation Capabilities Analyst, and Cooperative Defense Initiative Analyst. CENTCOM requests resumes for all prospective key personnel.

Key labor descriptions and qualifications are identified in Section C, Clause IHD17 below.

SECTION C: DESCRIPTIONS AND SPECIFICATIONS

The key labor descriptions and qualifications are as follows:

For all positions within this contract a knowledge of Combating Weapons of Mass Destruction is preferred.

Senior CWMD Analyst/Program Manager

This candidate will fulfill a dual role as both Program Manager and Senior Analyst. This position requires a minimum of a Master’s degree from an accredited college or university in a discipline applicable to the effort and a demonstrated knowledge of DOD, experience supporting senior level government agency. At least five years of experience in managing progressively complex programs and systems of a technical nature is desired, with five years’ experience in program management of contracts involving the support of requirements analysis and definition, detailed design, development, and testing of newly developed technology systems/products. This experience must include at least three years of managing a support group of at least 20 personnel. A Bachelor’s degree in a related discipline from an accredited college or university, and eight or more years of qualifying experience can be substituted for a Master’s degree and five year experience. Ten years qualifying military or government experience without a degree can be substituted for a Master’s degree and five years’ experience, and a Bachelor’s degree with eight years’ experience. The candidate must be able to organize, direct, and coordinate planning and production of all contract activities; interface with client management including the contracting officer and the Contracting Officer’s Representative (COR). The candidate must be able to direct and participate in the development of overall joint system concepts, designs and technical approaches to meet broadly stated requirements and objectives. The candidate must direct and perform top-level system analysis, perform trade studies, perform technical optimizations, and develop high-level designs. The candidate must staff, prepare complex operations or technical documentation, conduct reviews and deliver presentations. The candidate will direct and participate in all phases of joint system review and development. The candidate shall possess
knowledge of Theater Security Cooperation Management Information System (TSCIMS).

**Senior CWMD Analyst**

Each Senior CWMD Analyst position requires a Master’s degree or equivalent from an accredited college or university in a discipline applicable to the effort. A minimum of five years of practical experience in the pertinent area(s) applicable to the effort involved; a demonstrated knowledge of DOD, experience with operations supporting senior level government agency, and experience as a senior level professional on a multi-disciplinary team is required. A Bachelor’s degree in a related discipline from an accredited college or university, and eight or more years of qualifying experience can be substituted for a Master’s degree and five years’ experience. Ten years qualifying military or government experience without a degree can be substituted for a Master’s degree and five years’ experience, and a Bachelor’s degree with eight years’ experience. The Senior CWMD Analyst must be able to direct and participate in the development of overall joint system concepts, designs and technical approaches to meet broadly stated requirements and objectives. The Senior CWMD Analyst must direct and perform top-level system analysis, perform trade studies, perform technical optimizations, and develop high-level designs. The Senior CWMD Analyst must staff, prepare complex operations or technical documentation, conduct reviews and deliver presentations. The Senior CWMD Analyst will direct and participate in all phases of joint system review and development. The candidate shall possess knowledge of Theater Security Cooperation Management Information System (TSCIMS).

**Partner Nation Capabilities Analyst**

The Partner Nation Capabilities Analyst requires a Bachelor’s Degree or equivalent from an accredited college of university in a discipline applicable to the effort. A minimum five years of experience relating to Logistics, Supply, Financial, or Security Cooperation. Seven years qualifying military or government experience without a degree can be substituted for a Bachelor’s degree with five years of experience. The candidate will demonstrate a working knowledge of the DoD and applicable programs and experience with operations within a 4-star geographic combatant command. The candidate will provide program management support services and analysis for programs that are subject to, or being considered for transfer to, a foreign nation as part of a building Partner Nation Capabilities and Capacity. Provides day to day support in the execution of Security Cooperation cases, to include management and tracking of financial, logistic and other related case data, tracking and resolution of action items, transportation management of international shipments, development of briefing packages for senior DoD and foreign government personnel, reconciliation of cases in preparation for case closure, and other related
tasks. The candidate will provide analyses and support of Foreign Disclosure and Technology Transfer Determinations as required by Title 10 U.S. Code, Arms Export Control Act (AECA), and the International Traffic in Arms Regulations (ITAR). Also provides assistance in development of Letters of Request, Letters of Offer and Acceptance, and other official correspondence related to implementation and execution of Security Cooperation cases. The candidate shall possess knowledge of Theater Security Cooperation Management Information System (TSCIMS).

**Cooperative Defense Initiative Analyst**

The Cooperative Defense Initiative Analyst requires a Bachelor's degree or equivalent from an accredited college or university in a discipline applicable to the effort or as otherwise specified in a particular delivery order is desired. A minimum of five years of practical experience, at least four years of experience in the pertinent area(s) applicable to the effort involved. The candidate requires a demonstrated working knowledge of DoD financial management systems and experience as a participant on a multi-disciplinary team. Work performed by the contractor will involve support to a broad range of planning, programming, budget, administrative, and management functions in support of a Program Manager. The candidate shall be skilled at mid-senior level oral and written exchanges and be able to coordinate higher cross-functional staff level work with government, military, and civilian organizations.

**SECTION 2: APPLICABLE DOCUMENTS**


b. Joint Publication 3-40, Joint Doctrine for Combating Weapons of Mass Destruction, 10 June 2009

c. Joint Publication 3-41, Joint Doctrine for Chemical, Biological, Radiological and Nuclear Consequence Management, 21 June 2012

d. CJCS1 2030.01A, Chemical Weapons Convention Policy Guidance, 9 August 2001
e. CJCSI 2320.01B, Guidance for the Implementation of the Vienna Document 2011 and Associated Documents

f. CJCSI 3214.01D, Defense Support to CBRN Incidents on Foreign Territory, 31 December 2011

g. CJCSI 3170.01, Joint Capabilities Integration Development System (JCIDS) (various volumes and dates)

h. COMCENTCOM PLAN 1260-03, Cooperative Defense Initiative Against Weapons of Mass Destruction in Southwest Asia, 31 October 2002

i. CCR 340-4 (Draft), Staff Administrative Procedures, 18 September 1997


k. CCR 525-30, Guidance for Implementation and Compliance with the Chemical Weapons Convention, 25 October 2004

l. CCR 10-2, USCENTCOM Organization and Functions, (current version)

SECTION 3: REQUIREMENTS

3.0. Kick-Off Meeting

The Contractor shall schedule and conduct a joint Government, Contractor kick-off meeting to review PWS requirements. The kick-off meeting date will be determined by the Government and may be conducted via several methods. The minutes of the meeting shall be recorded and published in accordance with (IAW) CDRL A002.
3.1. Monthly Progress Reports

The contractor shall prepare and submit monthly progress reports (MPR) IAW CDRL A003.

3.2. Quality Control Plan

The contractor shall prepare and provide a quality control plan IAW CDRL A004.

3.3. Individual Task Order Small Business Subcontracting Plan

The contractor shall submit its subcontracting report IAW CDRL A005. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the task order or the previous reporting period.

3.4. Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

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

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

3.5. Technical. All technical tasks below will require a technical report IAW CDRL A006, as required.

3.5.1. Overarching support to the CWMD mission will include subject matter expertise in Nonproliferation, Counterproliferation, Arms Control, Chemical, Biological, Radiological, and Nuclear–Passive Defense (CBRN-PD), Consequence Management (CM), Interdiction and Border Security (IBS), and Security Cooperation (SC) to build partner capacity and to advance the Cooperative Defense Program. It will require action officer expertise at the geographical combatant command-level support.
3.5.1.1. During periods of or leading to crisis action, provide assistance to Crisis Action Team/Joint Intelligence Operations Center (CAT/JIOC), or other USCENTCOM planning/execution teams regarding CWMD-related actions. Contractor shall maintain and update the Joint Mission Essential Task List (JMETL) Strategic Theater (ST) 9.0, Coordinating CWMD Mission in the Region, as it pertains to related readiness reporting.

3.5.1.2. Contractor shall attend planning, periodic meetings, and working groups as required, draft and/or prepare briefings, correspondence, briefing books, and staff correspondence IAW the current directorate and command guidance. They shall maintain a master calendar of CWMD events and activities to include personnel travel and availability necessary to support this activity. They shall prepare and release (when authorized by approval authority) country clearance requests for OCONUS events. As required, they shall provide administrative guidance and expert advice to division personnel to include maintaining paper/electronic and working/historical files. To meet the administrative standard of the Directorate, they shall prepare CCJ5 Form 5s, CCF-14’s, information papers, issue papers, talking papers, position papers, memoranda, letters, messages, and other official correspondence IAW USCENTCOM Regulation 340-4 guidance.

3.5.1.3. Contractor shall research, analyze, and support the development of CWMD-related assessments. They shall monitor information sources for CWMD-related activities and programs, and provide analysis of impact and effect on nations within the USCENTCOM AOR. They shall research intelligence on all CWMD activities, and provide analysis and recommendations for appropriate actions to the branch chief, including the research and analysis of CWMD current operations or crisis action activities in the AOR. They shall provide recommendations for appropriate actions to the branch chief concerned and shall assist in developing CWMD SC goals and objectives and shall also provide annual analysis and country assessments, as requested by the CWMD Division Chief or his designated representative, to ensure the Cooperative Defense Program (CDP) goals and objectives support the USCENTCOM Theater Security Cooperation Plan.

3.5.2. In order to support CWMD Building Partner Capacity requires the capability to provide administrative and technical support to the CDP Technical Working Group (TWG) leads.

3.5.2.1. Contractor shall contribute to event administrative support requirements and exercises, to include coordinating event time, location, facility support, and attendees; assisting in the development of event goals and objectives; developing event agenda; drafting and forwarding
correspondence announcing event administrative details and arrangements; drafting and forwarding invitations; preparing information or issue papers and/or PowerPoint presentations to support the events identified in the agenda; preparing information packages and/or briefing books for attendees; attending and administratively supporting the event; and drafting event minutes or after action reports.

3.5.2.2. Contractor shall provide administrative and technical support for CWMD-themed events including, but not limited to, conferences sponsored or supported by USCENTCOM, selected HN exercises and workshops, and other activities that support USCENTCOM’s CDP. They shall administratively coordinate with USCENTCOM and with the Security Assistance Offices to ensure that Security Cooperation activities are integrated with and fully support the U.S. Government Guidance and the USCENTCOM Theater Security Cooperation Plan. As requested by the CWMD Division Chief or his designated representative, contractor shall provide support for the CWMD SC portion of Military Consultative Commission (MCC), Joint Military Commission (JMC), and Joint Planning Committee (JPC) meetings.

A conference report shall be submitted for 3.5.2.1 and 3.5.2.2 in accordance with CDRL A001.

3.5.3. Support to CWMD Planning will require the capability to provide administrative and technical support. The contractor shall provide administrative and subject matter expertise in support of the CWMD Operational Planning Team (OPT). They shall research; provide subject matter expertise, and Adaptive Planning Process (APP) expertise to prepare draft staff correspondence and make recommendations to branch chief on CWMD doctrine, policy and strategy in the development, publication and maintenance of all USCENTCOM Operations Plans/Concept of Operations Plans (OPLANS/CONPLANS). They shall provide analysis, subject matter expertise, and draft changes to USCENTCOM CWMD-related OPLANs, CONPLANS, and annexes and all CWMD elements of other OPLANS/CONPLANS/contingency planning.

3.5.4. Support for CWMD Policy and Strategy development will require the capability to provide administrative and technical support.

3.5.4.1. Contractor shall research, prepare joint and unified command staff correspondence, staff packages, and report on CWMD policies, doctrine, plans, readiness, strategy, applicable arms control agreements and treaties, USCENTCOM Integrated Priority List
They shall conduct document review, draft responses and package for approval CWMD-related command tasks. They shall research and prepare staff packages with analysis concerning CWMD initiatives and programs and their impact and effect on nations within the USCENTCOM AOR. Contractor shall maintain and assist with periodic updates to applicable USCENTCOM regulations, plans, and directives. Contractor shall assist in preparing the documentation necessary for the release and/or transfer of technical information in accordance with the Exception to National Disclosure Policy (as requested by the CWMD Division Chief or his designated representative).

3.5.5. Contractor shall support and provide recommendations to the Security Cooperation efforts and the USCENTCOM Commander's team charged with providing senior level focus to acquiring material solutions to increase Partner Nation capability and capacity. Contractor shall assist Security Cooperation and Security Assistance efforts with issues related to material solutions. When material solutions are impeded, the contractor shall determine the source(s) of the problem(s) and shall intervene to achieve a positive outcome that will lead to the eventual delivery of defense articles. The contractor shall maintain daily, weekly, and monthly status of priority cases and be prepared to brief, as required.

3.5.6. The contractor shall assist in the preparation of out-year financial planning and programming recommendations (excluding those related to this contract), current year funding documents (excluding those related to this contract) for Government Authority approval and preparation of budget-year execution status reports for Government Authority review.

3.5.7. The contractor shall provide linguists, to include both translators and interpreters, as required, who are familiar with USCENTCOM Area of Responsibility (AOR) languages in order to assist USCENTCOM in discussions with each country’s Host Nation Highest Military Leadership. Linguists will translate documents and briefings and will perform simultaneous translation of briefings, professional dialog, and one-on-one conversations. The contractor shall provide linguists with previous experience in USCENTCOM military exercises and/or seminars. The contractor shall provide linguists who are able to understand Combating Weapons of Mass Destruction terminology specifically related to Consequence Management; Interdiction & Border Security; Medical Countermeasures; Chemical, Biological, Radiological and Nuclear–Passive Defense; and Arms Control. Additionally, linguists must fully comprehend each country’s leaderships’ way of thinking in order to successfully assist USCENTCOM accomplishing its mission and any other required linguistic support objectives and goals.

3.5.8. The contractor shall provide for the potential of surge labor to meet an urgent, unplanned requirement, in support of this PWS. The government will provide a minimum of one
week notice to the contractor to provide the additional support.

3.5.8.1. The On-Site Senior CWMD Analyst/Program Manager (PM) support to the CWMD Division shall coordinate, as necessary, additional support for unforeseen CWMD requirements or a surge capability, which may be required to increase the level-of-effort. Additionally, the PM shall provide miscellaneous and quick response support. These subtasks/projects will be dynamic in nature. The PM may be required to develop products, information, data, or documents that may not be otherwise identified, but which fall within the overall scope.
Acronyms and Definitions

**AOR** – Area of Responsibility

**APP** – Adaptive Planning Process

**BWC** – Biological Weapons Convention

**CAT/JIOC** – Crisis Action Team/Joint Intelligence Operations Center

**CBRN** – Chemical, Biological, Radiological, Nuclear

**CBRN CM** – Chemical, Biological, Radiological and Nuclear Consequence Management

**CBRN-PD** – Chemical, Biological, Radiological, Nuclear-Passive Defense

**CC** – Central Command

**CCF** – CENTCOM Form

**CCR** – USCENTCOM Regulation

**CDP** – Cooperative Defense Program
CDRL – Contract Data Requirements List

CI – Challenge Inspection

CM – Consequence Management

COR – Contracting Officer’s Representative

CWC – Chemical Weapons Convention

CWMD – Combating Weapons of Mass Destruction

DoD – Department of Defense

DOTMLPF – Doctrine, Organization, Training, Materiel, Leadership, Personnel, and Facilities

DTRA – Defense Threat Reduction Agency

ECMRA – Enterprise-wide Contractor Manpower Reporting Application

EL – Exercise EAGER LION

ER – Exercise EAGLE RESOLVE

FAR – Federal Acquisition Regulation

FCM – Foreign Consequence Management
FMS – Foreign Military Sales

FP-FCB – Force Protection-Functional Capabilities Board

FY – Fiscal Year

GPC – Government Purchase Card

HN – Host Nation

HQ – Headquarters

IAW – In accordance with

IBS – Interdiction and Border Security

IPE – individual protective equipment

IPL – Integrated Priority List

J2 - USCENTCOM Directorate of Intelligence

J5 – USCENTCOM Directorate of Strategy, Plans, and Policy

JCIDS – Joint Capabilities Integration Development System
JMC – Joint Military Commission

JMET – Joint Mission Essential Task

JMETL – Joint Mission Essential Task List

JP – Joint Publication

JPC – Joint Planning Committee

JROC – Joint Requirements Oversight Committee

JS – Joint Staff

JTR – Joint Travel Regulation

JVOG – Joint Venture Oversight Group

LE – Exercise LEADING EDGE

MCC – Military Consultative Commission

MPR – Monthly Progress Report

MTCR – Missile Technology Control Regime

NAACLAC – National Agency Check
NPT – Nuclear Non-Proliferation Treaty

OCONUS – Outside the Continental United States

OPLANS/CONPLANS – Operations Plans/Concept of Operations Plans

OPT – Operational Planning Team

OSD – Office of the Secretary of Defense

PM – Program Manager

PSI – Proliferation Security Initiative

PWS – Performance Work Statement

SC – Security Cooperation

ST – Strategic Theater

TIC/TIM – Toxic Industrial Chemical/Toxic Industrial Material

TSCMIS – Theater Security Cooperation Management Information System

USCENTCOM – United States Central Command
USG – United States Government

WG – Working Group

WMD – Weapons of Mass Destruction

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government
provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.
SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

See Basic Contract
SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance is at Destination.
SECTION F DELIVERABLES OR PERFORMANCE

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000</td>
<td>9/15/2014 - 9/14/2015</td>
</tr>
<tr>
<td>9000</td>
<td>9/15/2014 - 9/14/2015</td>
</tr>
<tr>
<td>9001</td>
<td>9/15/2014 - 9/14/2015</td>
</tr>
</tbody>
</table>

CLIN - DELIVERIES OR PERFORMANCE

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000</td>
<td>9/15/2014-9/14/2015</td>
</tr>
<tr>
<td>9000</td>
<td>9/15/2014-9/14/2015</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100</td>
<td>9/15/2015-9/14/2016</td>
</tr>
<tr>
<td>9100</td>
<td>9/15/2015-9/14/2016</td>
</tr>
<tr>
<td>7200</td>
<td>9/15/2016-9/14/2017</td>
</tr>
<tr>
<td>9200</td>
<td>9/15/2016-9/14/2017</td>
</tr>
</tbody>
</table>

Period of Performance

The period of performance shall be for one base period of 12 months. Two 12-month option periods may be exercised at the sole discretion of the Government.

Place of Performance

The primary place of performance will be USCENTCOM Headquarters, MacDill Air Force Base, Florida 33621-5105.
SECTION G CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

252.204-0002 Line Item Specific: Sequential ACRN Order. (Sep 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/Numeric; Numeric/Alpha; and Numeric/Numeric.

252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

(a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until--

1. The Contractor has delivered the total quantity of all related contract subline items or exhibit subline item; and

2. The Government has accepted them.

(c) This clause does not apply to technical data.

(End of Clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

1. Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and


(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

<table>
<thead>
<tr>
<th>Combination</th>
</tr>
</thead>
</table>

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

<table>
<thead>
<tr>
<th>Destination/Destination</th>
</tr>
</thead>
</table>

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0338</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N00174</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>N00174</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>N42794</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>N42794</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>N42794</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>N/A</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
nancy.e.solomon@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

georgia.warder@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0009

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

IHEODTD 6 – CONTRACT POINTS OF CONTACTS (NSWC IEODTD UPDATED JAN 2014)

Contract Administrator: Nancy E. Solomon
Phone Number - (301) 744-6679
Email - nancy.e.solomon@navy.mil

Payments/Invoicing: Georgia Warder
Phone Number - (301) 744-6677
Email - georgia.warder@navy.mil

Contracting Officers Representative:

IHEODTD 76 - NAVAL SURFACE WARFARE CENTER INDIAN HEAD EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NSWC IHEODTD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/NSWC IHEODTD) (DEC 2013)

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

2. The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

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

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

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

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

<table>
<thead>
<tr>
<th>AREA</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NORTH CAMPUS (Maryland):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracts Office (BLDG. 1558)</td>
<td>7:30 A.M.</td>
<td>4:00 P.M.</td>
</tr>
<tr>
<td>Receiving Office (BLDG. 116)</td>
<td>7:30 A.M.</td>
<td>11:30 A.M.</td>
</tr>
<tr>
<td></td>
<td>12:30 P.M.</td>
<td>3:30 P.M.</td>
</tr>
<tr>
<td><strong>SOUTH CAMPUS (Maryland):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracts Office (BLDG. 2008)</td>
<td>7:30 A.M.</td>
<td>4:00 P.M.</td>
</tr>
<tr>
<td>Receiving Office (BLDG. 2195)</td>
<td>7:30 A.M.</td>
<td>3:30 A.M.</td>
</tr>
<tr>
<td><strong>PICATINNY CAMPUS (New Jersey):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracts Office (BLDG. 61N)</td>
<td>7:30 A.M.</td>
<td>4:00 P.M.</td>
</tr>
<tr>
<td>Receiving Office (BLDG. 3355)</td>
<td>7:00 A.M.</td>
<td>3:30 A.M.</td>
</tr>
</tbody>
</table>
If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

4.1 Activity Regulations

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

4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone’s identity. It includes information such as name, social security number, date and place of birth, mother’s maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates “For Official Use Only (FOUO) Privacy Sensitive”. Contractor’s who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

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

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

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

4.4 Expected Visitor

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

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

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

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.
4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

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

4.5.1 Enrollment in RAPIDGate

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

4.5.2 Current RAPIDGate Enrollment

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

4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office at Indian Head Explosive Ordnance Disposal Technology Division. Each employee should be ready to provide your company’s RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee’s photograph for badgeging and fingerprints for identity verification.

4.5.4 Assisted RAPIDGate registrations

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

4.5.5 RAPIDGate Background Screening and Credentialing

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

4.5.6 Forms of Acceptable Identification for picking up credentials:

List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment
authorization

- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

List B – Two Required

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

4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to info@rapidgate.com with the subject line RE: RAPIDGate Program.

4.6 Activity Identification Badges

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

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

4.7 Badge Returns

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

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

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

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

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

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

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

4.9 Smoking Policy

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

4.10 Hand Held Cellular Devices and Earpieces

All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

Restrictions on Electronic Devices – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled “NAVSEA Access and Movement Control” designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

4.11 Photographic Equipment

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

4.12 Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Facilities

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

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

**Television Stations:**
- WRC-TV – Channel 4
- Fox – Channel 5
- ABC News – Channels 7 and 8
- WUSA – Channel 9
- WJZ-TV – Channel 13 (CBS – Baltimore)

**Radio Stations:**
- WTOP – 103.5 FM (http://www.wtop.com/?nid=667)
- WSMD – 98.3 FM

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

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

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

**IHD 86 – Usage: DD254**

**SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) APR 2011**

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center, Indian Head Division (NSWC IHD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to NSWC IHD, NSASP. This does not include badges temporarily authorized for contractor visitors to NSWC IHD, NSASP. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Support Activity South Potomac. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

**Hours of Operation**

The Contractor shall be responsible for contract performance between the hours of 0700 and 1630 Monday through Friday, except Federal Government holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within the PWS when
the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind the stability and continuity of the work force are essential.

Contracting Officer's Representative (COR)

Accounting Data

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| Standard Number: F2VVJS4183GW01 |
| PR #1300453526 |
| Fund Doc#F2VVJS4183GW01 |

BASE Funding: $[Redacted]
Cumulative Funding: $[Redacted]
SECTION H SPECIAL CONTRACT REQUIREMENTS

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal Battelle Memorial Institute dated June 18, 2014 in response to NAVSEA Solicitation No. N00024-14-R-3297.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

In addition: The proposed division overhead rate of is hereby incorporated as the ceiling rate for the base year and all option years, if exercised.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

(c) CLINs/SLINs 7000, 9000, 9001 are fully funded and performance under these CLINs/SLINs is
subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

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

The Government will provide, and/or make available, administrative office space. Government facilities comply with Occupational Safety and Health Administration (OSHA) work-place standards. Should hazards be identified, the contractor will notify the Government in writing, and the Government will correct the hazard, taking into account safety and health priorities. Compliance with OSHA and other applicable laws and regulations for the protections of employees is exclusively the obligation of the contractor. The Government assumes no liability or responsibility for the contractor's compliance or noncompliance with such responsibilities. The contractor shall not alter or modify the furnished office space without specific written permission from the Government. The contractor shall return all facilities and equipment to the Government at the end/termination of the contract. The office space and equipment provided for use in the performance of this contract shall be used only for performance of this contract.

CONTRACT SPECIFIC GUIDANCE

- Per USCENTCOM policy and as dictated by the threat condition at the work site, the Government shall provide Geneva Convention Identification Cards, medical care, force protection, force protection training (including weapons familiarization training), CBRN defense equipment and CBRN defense training, and pre-deployment immunizations.

- Contractor will notify Contracting Officer of deployment requirement to receive specific pre-deployment guidance.

- The Government will provide protection of contractor personnel overseas in a contingency zone.
• Should the Government elect to arm contractors (for self-defense purposes), weapons, ammunition, related equipment, rules of engagement, and associated training shall be provided by the Government.

• Government will provide individual protective equipment (IPE) and CBRN qualification training prior to applicable deployments.
SECTION I CONTRACT CLAUSES

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(A) THIS CLAUSE APPLIES TO THE EXTENT THAT THIS CONTRACT INVOLVES ACCESS TO INFORMATION CLASSIFIED "CONFIDENTIAL," "SECRET," OR "TOP SECRET."

(B) THE CONTRACTOR SHALL COMPLY WITH (1) THE SECURITY AGREEMENT (DD FORM 441), INCLUDING THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (DOD 5220.22-M); AND (2) ANY REVISIONS TO THAT MANUAL, NOTICE OF WHICH HAS BEEN FURNISHED TO THE CONTRACTOR.

(C) IF, SUBSEQUENT TO THE DATE OF THIS CONTRACT, THE SECURITY CLASSIFICATION OR SECURITY REQUIREMENTS UNDER THIS CONTRACT ARE CHANGED BY THE GOVERNMENT AND IF THE CHANGES CAUSE AN INCREASE OR DECREASE IN SECURITY COSTS OR OTHERWISE AFFECT ANY OTHER TERM OR CONDITION OF THIS CONTRACT, THE CONTRACT SHALL BE SUBJECT TO AN EQUITABLE ADJUSTMENT AS IF THE CHANGES WERE DIRECTED UNDER THE CHANGES CLAUSE OF THIS CONTRACT.

(D) THE CONTRACTOR AGREES TO INSERT TERMS THAT CONFORM SUBSTANTIALLY TO THE LANGUAGE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (D) BUT EXCLUDING ANY REFERENCE TO THE CHANGES CLAUSE OF THIS CONTRACT, IN ALL SUBCONTRACTS UNDER THIS CONTRACT THAT INVOLVE ACCESS TO CLASSIFIED INFORMATION.

(A) THIS CLAUSE APPLIES TO THE EXTENT THAT THIS CONTRACT INVOLVES ACCESS TO INFORMATION CLASSIFIED "CONFIDENTIAL," "SECRET," OR "TOP SECRET."

(B) THE CONTRACTOR SHALL COMPLY WITH (1) THE SECURITY AGREEMENT (DD FORM 441), INCLUDING THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (DOD 5220.22-M); AND (2) ANY REVISIONS TO THAT MANUAL, NOTICE OF WHICH HAS BEEN FURNISHED TO THE CONTRACTOR.

(C) IF, SUBSEQUENT TO THE DATE OF THIS CONTRACT, THE SECURITY CLASSIFICATION OR SECURITY REQUIREMENTS UNDER THIS CONTRACT ARE CHANGED BY THE GOVERNMENT AND IF THE CHANGES CAUSE AN INCREASE OR DECREASE IN SECURITY COSTS OR OTHERWISE AFFECT ANY OTHER TERM OR CONDITION OF THIS CONTRACT, THE CONTRACT SHALL BE SUBJECT TO AN EQUITABLE ADJUSTMENT AS IF THE CHANGES WERE DIRECTED UNDER THE CHANGES CLAUSE OF THIS CONTRACT.

(D) THE CONTRACTOR AGREES TO INSERT TERMS THAT CONFORM SUBSTANTIALLY TO THE LANGUAGE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (D) BUT EXCLUDING ANY REFERENCE TO THE CHANGES CLAUSE OF THIS CONTRACT, IN ALL SUBCONTRACTS UNDER THIS CONTRACT THAT INVOLVE ACCESS TO CLASSIFIED INFORMATION.

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 365 DAYS OF AWARD OR EXERCISE OF PREVIOUS OPTION; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE TASK ORDER EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

EXTENDED TASK ORDER SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.
(C) THE TOTAL DURATION OF THIS TASK ORDER, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 5 YEARS.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(A) THE USE OF OVERTIME IS AUTHORIZED UNDER THIS CONTRACT IF THE OVERTIME PREMIUM COST DOES NOT EXCEED — OR THE OVERTIME PREMIUM IS PAID FOR WORK —

(1) NECESSARY TO COPE WITH EMERGENCIES SUCH AS THOSE RESULTING FROM ACCIDENTS, NATURAL DISASTERS, BREAKDOWNS OF PRODUCTION EQUIPMENT, OR OCCASIONAL PRODUCTION BOTTLENECKS OF A SPORADIC NATURE;

(2) BY INDIRECT-LABOR EMPLOYEES SUCH AS THOSE PERFORMING DUTIES IN CONNECTION WITH ADMINISTRATION, PROTECTION, TRANSPORTATION, MAINTENANCE, STANDBY PLANT PROTECTION, OPERATION OF UTILITIES, OR ACCOUNTING;

(3) TO PERFORM TESTS, INDUSTRIAL PROCESSES, LABORATORY PROCEDURES, LOADING OR UNLOADING OF TRANSPORTATION CONVEYANCES, AND OPERATIONS IN FLIGHT OR AFLOAT THAT ARE CONTINUOUS IN NATURE AND CANNOT REASONABLY BE INTERRUPTED OR COMPLETED OTHERWISE; OR

(4) THAT WILL RESULT IN LOWER OVERALL COSTS TO THE GOVERNMENT.

(B) ANY REQUEST FOR ESTIMATED OVERTIME PREMIUMS THAT EXCEEDS THE AMOUNT SPECIFIED ABOVE SHALL INCLUDE ALL ESTIMATED OVERTIME FOR CONTRACT COMPLETION AND SHALL—

(1) IDENTIFY THE WORK UNIT; E.G., DEPARTMENT OR SECTION IN WHICH THE REQUESTED OVERTIME WILL BE USED, TOGETHER WITH PRESENT WORKLOAD, STAFFING, AND OTHER DATA OF THE AFFECTED UNIT SUFFICIENT TO PERMIT THE CONTRACTING OFFICER TO EVALUATE THE NECESSITY FOR THE OVERTIME;

(2) DEMONSTRATE THE EFFECT THAT DENIAL OF THE REQUEST WILL HAVE ON THE CONTRACT DELIVERY OR PERFORMANCE SCHEDULE;

(3) IDENTIFY THE EXTENT TO WHICH APPROVAL OF OVERTIME WOULD AFFECT THE PERFORMANCE OR PAYMENTS IN CONNECTION WITH OTHER GOVERNMENT CONTRACTS, TOGETHER WITH IDENTIFICATION OF EACH AFFECTED CONTRACT; AND

(4) PROVIDE REASONS WHY THE REQUIRED WORK CANNOT BE PERFORMED BY USING MULTISHIFT OPERATIONS OR BY EMPLOYING ADDITIONAL PERSONNEL.
* INSERT EITHER "ZERO" OR THE DOLLAR AMOUNT AGREED TO DURING NEGOTIATIONS. THE INSERTED FIGURE DOES NOT APPLY TO THE EXCEPTIONS IN PARAGRAPH (A)(1) THROUGH (A)(4) OF THE CLAUSE.

(END OF CLAUSE)

52.232-20  LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the
Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract’s estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government’s share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government’s and the Contractor’s share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government’s share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or,
(2) If this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor’s corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor’s written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor’s corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor’s corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor’s corresponding share, shall be allowable to the same extent as if incurred
afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

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

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

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

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

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

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

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

(c) Information to be reported includes that for--
(1) Subcontracts;

(2) Purchases; and

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

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

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

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm.

(End of provision)

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

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

(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--

(1) Exceeds $550,000 in value; and

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

(c) Submission of reports. The Contractor--
(1) Shall submit a report as soon as practical after the information is known;

(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;

(3) Need not resubmit information submitted with its offer, unless the information changes;

(4) Shall submit all reports to the Contracting Officer; and

(5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

(d) Report format. The Contractor---

(1) Shall submit reports using---

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

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

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

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 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 1500.23, 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 2310.2, Personnel Recovery.

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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

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

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

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

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

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

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

52.244-2

Alternate I (APR 1985). If the contracting office is in DoD, the Coast Guard, or NASA, substitute the following subparagraph (a)(2) for subparagraph (a)(2) of the basic clause:

SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (JUL 1985) ALTERNATE I

(a) 'Subcontract,' as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds the greater of (i) the small purchase limitation in Part 13 of the Federal Acquisition Regulation or (ii) 5 percent of the total estimated cost of this contract.

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of $10,000 or of any items of facilities.

(b)(1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed $10,000, including any fee, (ii) is proposed to exceed $100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed $100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.
(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting:

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) above without the consent of the Contracting Officer, unless this contract is for the acquisition of major systems, subsystems, or their components.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts that have been selected for special surveillance and identified in the Schedule of this contract.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)(1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph 'Quarterly limitation on payments statement' of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive 52.216-16, Incentive Price Revision--Firm target, or 52.216-17, Incentive Price Revision--Successive Targets, as
appropriate, modified in accordance with the paragraph entitled 'Subcontracts' of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(End of clause)

52.244-5 Competition in Subcontracting.

As prescribed in 44.204(e), when contracting by negotiation, insert the following clause in solicitations and contracts when the contract amount is expected to exceed the appropriate small purchase limitation in Part 13, unless-

(a) A firm-fixed-price contract, awarded on the basis of adequate price competition or whose prices are set by law or regulation, is contemplated; or

(b) A contract of the type and/or purpose identified in 44.204(c) and (d) is contemplated.

COMPETITION IN SUBCONTRACTING (APR 1984)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(End of clause)

SECURITY REQUIREMENTS

Personnel Clearance Level

All contractor personnel, except the Linguist MUST possess a final Top Secret (TS) Clearance based on a Single Scope Background Investigation (SSBI), Single Scope Background Periodic Reinvestigation (SBPR), or Phased Periodic Reinvestigation (PPR) completed within the last 5 years (in-scope) with Sensitive Compartmented Information (SCI) eligibility prior to reporting to any assignment within USCENTCOM in order to meet contractual security requirements. The clearance must be fully adjudicated at the SCI level and will have an indication of "determined eligibility of DCID 6/4" in Joint Personnel Adjudication System (JPAS). The Linguist must possess a final Secret (S) Clearance based on a National Agency Check (NACLC) completed within the last
10 years (in-scope). The clearance must be fully adjudicated at the Secret level and will have an indication of "determined eligibility of Secret" in JPAS. Personnel security clearances (PCLs) must be verifiable in the JPAS. Foreign Nationals, except for the Linguist, are prohibited from working on classified and unclassified portions of this contract.

**Facility Clearance**

The Contractor shall possess a TOP Secret facility clearance from the Defense Security Service (DSS) as verified within the Industrial Security Facilities Database (ISFD).

**Identification of Contractor Employees**

All contractor 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 the audience that they are Government employees. Contractor personnel shall ensure that all documents or reports produced by contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. The contractor shall be required to wear required security badges (indicating contractor status) on a daily basis.

**PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE PRESIDENT OR SECRETARY OF DEFENSE.**

LAW DoDI 3020.37 (COntinuation of Essential DoD Contractor Services DUring Crisis), unless otherwise directed by an authorized Government representative, it is determined that services may be performed on an extended basis (up to 24 hours per day, as required) to support an activation or exercise of contingency plans outside the normal duty hours. Emergency situations (i.e. accident and rescue operations, civil disturbances, natural disasters, military contingency operations, and exercises) may necessitate the contractor provide increased or reduced support as determined by the Contracting Officer. Emergency services will be priced separately from routine services. All basic services will continue as directed by the Contracting Officer. During such period, some or all of the personnel employed under this contract may be identified as emergency essential and may be granted access to the base during increased security measures.
SECTION J LIST OF ATTACHMENTS

CAP_PLAN

DID's

CDRLs

DD254

Quality Assurance Surveillance Plan