

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER DNAR20054		PAGE 1 OF 38					
2. CONTRACT NO. HQ0013-12-C-0002		3. AWARD/EFFECTIVE DATE 29-Dec-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-12-R-0001		6. SOLICITATION ISSUE DATE 08-Nov-2011			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TONI DAVIS		b. TELEPHONE NUMBER (No Collect Calls) 703 604 1002		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 02 Dec 2011					
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON TONI DAVIS 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202 TEL: FAX:		CODE HQ0013		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7m NAICS: 541990		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO DEFENSE SECURITY COOPERATION AGENCY-OPS (b)(6) DIRECTORATE FOR OPERATIONS (OPS) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-6408		CODE HQ0013		16. ADMINISTERED BY SEE ITEM 9							
17a. CONTRACTOR/OFFEROR GENESIS INTERNATIONAL MANAGEMENT GROUP NOLAN CRAWFORD 17249 CONNOR QUAY CT CORNELIUS NC 28031-6503 TEL. 704-714-3477		CODE 5WEJ0		18a. PAYMENT WILL BE MADE BY DFAS LIMESTONE (DFAS-LI) - F67100 DFAS-BAASD/CC P.O. BOX 369020 COLUMBUS OH 43236-9020		CODE F67100					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$740,223.20					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)				31c. DATE SIGNED 30-Dec-2011			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,880	Labor Hours	\$84.58	\$159,010.40

Program Manager
FFP

Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$159,010.40

ACRN AA \$159,010.40
CIN: DNAR200540001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		7,520	Labor Hours	\$76.89	\$578,212.80

FMS Contractor
FFP

Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference. (The hours for this CLIN represents 4 (four) FMS Contractors) per year.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT	\$578,212.80
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ACRN AA CIN: DNAR200540002	\$578,212.80
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Cost		\$3,000.00

ODC
COST

Travel will be included in the other direct cost for an estimated two to three trips. Travel shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The contractor shall not exceed the entered amount. The contractor shall notify the contracting officer when reaching 75% of the amount.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

ESTIMATED COST	\$3,000.00
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ACRN AA CIN: DNAR200540003	\$3,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1,880	Labor Hours	\$85.43	\$160,608.40

OPTION Program Manager
 FFP
 Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference.

FOB: Destination
 PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$160,608.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		7,520	Labor Hours	\$77.66	\$584,003.20

OPTION FMS Contractor
FFP
Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference. (The hours for this CLIN represents 4 (four) FMS Contractors) per year.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$584,003.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Cost		\$3,090.00

OPTION ODC
COST
Travel will be included in the other direct cost for an estimated two to three trips. Travel shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The contractor shall not exceed the entered amount. The contractor shall notify the contracting officer when reaching 75% of the amount.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

ESTIMATED COST \$3,090.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1,880	Labor Hours	\$86.28	\$162,206.40

OPTION Program Manager
 FFP
 Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference.

FOB: Destination
 PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$162,206.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		7,520	Labor Hours	\$78.43	\$589,793.60

OPTION FMS Contractor
FFP
Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference. (The hours for this CLIN represents 4 (four) FMS Contractors) per year.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$589,793.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Cost		\$3,182.00

OPTION ODC
COST
Travel will be included in the other direct cost for an estimated two to three trips. Travel shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The contractor shall not exceed the entered amount. The contractor shall notify the contracting officer when reaching 75% of the amount.
FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

ESTIMATED COST \$3,182.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1,880	Labor Hours	\$87.15	\$163,842.00

OPTION Program Manager
FFP
Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT

\$163,842.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		7,520	Labor Hours	\$79.22	\$595,734.40

OPTION FMS Contractor
FFP
Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference. (The hours for this CLIN represents 4 (four) FMS Contractors) per year.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$595,734.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Cost		\$3,278.00

OPTION ODC
COST
Travel will be included in the other direct cost for an estimated two to three trips. Travel shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The contractor shall not exceed the entered amount. The contractor shall notify the contracting officer when reaching 75% of the amount.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

ESTIMATED COST \$3,278.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1,880	Labor	\$88.01	\$165,458.80

OPTION Program Manager
 FFP
 Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference.

FOB: Destination
 PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$165,458.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		7,520	Labor Hours	\$80.01	\$601,675.20

OPTION FMS Contractor
FFP
Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements per the Performance Work Statement and the terms of the contractor's proposal, dated 2 December 2011, which is incorporated by reference. (The hours for this CLIN represents 4 (four) FMS Contractors) per year.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

NET AMT \$601,675.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Cost		\$3,376.00

OPTION ODC
COST
Travel will be included in the other direct cost for an estimated two to three trips. Travel shall be reimbursed in accordance with the Joint Travel Regulations (JTR). The contractor shall not exceed the entered amount. The contractor shall notify the contracting officer when reaching 75% of the amount.

FOB: Destination
PURCHASE REQUEST NUMBER: DNAR20054

ESTIMATED COST \$3,376.00

PWS

**PERFORMANCE WORK STATEMENT (PWS) FOR
CONTRACT SUPPORT TO COUNTRY PROGRAM DIRECTORS
AT THE DEFENSE SECURITY COOPERATION AGENCY (DSCA) OPERATIONS DIRECTORATE**

1. INTRODUCTION

1.1. This contract is in support of the Security Cooperation Operations Directorate, Defense Security Cooperation Agency (DSCA), which is the principal staff means through which the Secretary of Defense manages the formulation and execution of security assistance programs and related activities. DSCA is responsible for planning, coordination, administration and supervision of Department of Defense (DOD) programs for transfer of defense articles and services by sale or grant to foreign governments and international organizations. These programs include Foreign Military Sales (FMS), in which defense articles and services are sold to eligible foreign countries and international organizations with Foreign Military Financing (FMF) and host nation funding; and the international Military Education and Training (IMET) Program, wherein training is provided by grant aid. It also includes management of pseudo FMS cases to include the Afghanistan Security Forces Funds (ASFF), Pakistan Counterinsurgency and Pakistan Counterinsurgency Capability Funded Requirements, or future similar authorities.

1.2. DSCA-OPS initiated contracting with industry to hire experienced **contractors** to provide programmatic support services for DSCA's Security Cooperation (SC) programs to lend experienced expertise to programs of high national priority to intensively manage these programs. Historically, (for information only) this has been performed by five (5) contractors in support of the following Country Program Directors: Afghanistan, Egypt, Iraq, Lebanon, and Pakistan. The current staff of contractors may/may not be required. DSCA requires the flexibility to increase/decrease the number of contractors without penalty throughout the life of the contract. DSCA is looking at reducing costs.

1.3. This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied. By agreeing to perform the services described in these specifications, the Contractor acknowledges that he/she is not, and shall not become, an employee of the U.S. Government.

2. BACKGROUND

2.1. The mission of DSCA is to lead, resource, and educate the SC community to shape, refine, and execute innovative security solutions for partners in support of U.S. interests. DSCA fosters SC programs vital to U.S. national security to build trust and influence in peacetime, to have access to regions of the world during times of crisis, and to ensure interoperability with coalition partners during times of conflict. SC programs provide financial and technical assistance, transfer defense articles, services and training to friendly countries and allies, and promote military-to-military contacts.

2.2. The OPS Directorate is responsible for providing policy oversight, guidance, planning, coordination, and direction for the execution of security cooperation programs to include sale, lease, commercial contracts, and drawdown of defense articles and services to foreign governments for peaceful engagement and enhancing enduring partnerships between the countries around the world.

2.3 Contractors will assist in developing, promulgating, and monitoring policies, procedures, and special projects required to ensure that the Security Assistance Program for assigned countries operates in an effective and responsive manner.

3. OBJECTIVE

3.1. The objective is to secure qualified professionals to provide experienced FMS expertise to the Country Program Directors (CPDs) in their oversight of the U.S. Government's (USG) SC programs. Services include, but not limited to providing programmatic and administrative support; assisting in coordinating and facilitating information; fostering interdepartmental relationships; assisting with researching; analyzing data; and developing response packages to fulfill reporting requirements. These positions also require extensive experience in managing and tracking pseudo-FMS cases from requirements definition described in Letters of Request through delivery of material in country. The tracking of these cases requires intensive management over and above that typically required of typical FMS country programs and a solid understanding of logistics, financial management and

transportation are prerequisites of the position.

4. SCOPE

4.1. The scope of this task order encompasses all personnel and activities to meet the objective. These positions require strong computer and analytical skills. The positions call for flexibility, excellent interpersonal skills, project coordination experience, and the ability to work well with all levels of internal management staff, Department of Defense (DoD) counterparts, as well as foreign clients and industry representatives.

4.2. The contractor shall assist DSCA CPDs located at the Crystal Gateway North Building, DSCA, 201 12th Street South, Ste 303, Attn: OPS/ME, Arlington, VA 22202 by performing programmatic and administrative support services on a daily basis. Contractors must possess a high degree of subject matter knowledge of Security Assistance policy and procedure, related legislation, with the ability to assist in the management of complex operations involving policy issues. This should be accomplished while preserving the non-personnel services nature of the task order.

4.2.1 The contractor shall prepare PowerPoint briefings, Excel spreadsheets, and Word documents; input, update and use FMS management programs on both NIPR (unclassified) and SIPR (classified) systems to include the Security Cooperation Management System (SCMS) and the Security Cooperation Information Portal (SCIP); analyze FMS case data and research FMS policy issues. Reports range from weekly, monthly and quarterly; numbering on average 60 reports per month.

4.3. The contractor shall monitor and ensure compliance with established policies, regulatory guidance, sanctions, waivers to sanctions and other legislation in the areas of Draft Pakistan Letters of Request (DPLORs), Memoranda of Request (MORs), Letters of Request (LORs), Letters of Offer and Acceptance (LOAs), the Security Assistance Management Manual (SAMM), Foreign Assistance Act (FAA), and the Arms Export Control Act (AECA). Assist with implementation of the DSCA Strategic Plan and FMS and Security Cooperation Reform Initiatives that relate to CPDs in a timely, responsive, and complete manner.

4.4. This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees or subcontractor:

4.4.1. Shall manage and administer the work required and bear sole responsibility for complying with all technical, schedule, and financial requirements or constraints attendant to the performance of this contract.

4.4.2. Shall, pursuant to the government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer (KO), or the duly authorized representative of the KO as is necessary to ensure accomplishment of the contract objectives.

5. DEFINITIONS

6. GOVERNMENT-FURNISHED SUPPORT.

6.1 The Government will provide equipment of a nature as listed below with related service at its expense to enable the contractor to perform required services.

6.1.1. The contractor **shall not** install any software without prior Government approval. The Government reserves the right to determine and approve software requirements.

6.1.2. All equipment is strictly for the purpose of performing service for the Government.

6.1.3. The provided equipment includes; personal computers with Microsoft Office software installed; unclassified Internet service; telephone equipment with local and long distance service; facsimile equipment and service; copiers and office furniture.

7. SPECIFIC REQUIREMENTS

7.1. The contractor must possess and maintain a **SECRET** clearance and shall accomplish the work for the USG under the oversight of the DSCA Operations Directorate, Middle East and South Central Asia Divisions. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of this contract, the PWS, and all subsequent modifications and amendments.

7.2. **General.** The contractor shall provide the necessary non-personal services for DSCA Operations as described herein.

7.2.1 The contractor shall assist in coordinating and facilitating information with Exception to the National Disclosure Policy (ENDP) actions to ensure prompt responses to customer inquiries; assisting in managing the coordination, execution and reconciliation of Presidential drawdown's of defense articles and services for assigned countries; and assisting with the preparation, coordination, negotiation and implementation of assigned International Agreements, Memorandums of Agreement (MOAs), and Memorandums of Understanding (MOUs) under DSCA.

7.2.2. The contractor shall 1) assist the CPDs in reviewing editing and coordinating all draft Congressional Budget Justification (CBI) documents from State Department and any draft legislation for assigned countries; 2) when directed by the CPD, assist with U.S. industry teams performing various tasks as directed by the Government, embassy country teams, DoD, State Department and Military Departments (MILDEP) counterparts on the execution of security cooperation programs for assigned countries; 3) foster a positive relationship with DoD Agencies, State

Department, respective Combatant Commanders, Joint Staff, Military Departments and in country Security Assistance Officers in the allocation and execution of non-FMF, grant funds, e.g., Nonproliferation, Antiterrorism, Demining and Relation Programs (NADR) and Enhanced International Peacekeeping Capability (EIPC) funds for assigned countries through the FMS process; and 4) assist in FMF funding priorities.

7.2.3. The contractor shall 1) review, analyze and coordinate response packages on any lease documentation prepared by MILDEPs for assigned countries; 2) assist with crafting responses to programmatic and policy issues relative to security cooperation programs for assigned countries; and 3) assist with all country specific issues, entries for the JAVITS Report and the classified annex to the Congressional Budget Justification (CBI) each fiscal year.

7.2.4. The contractor shall research, analyze data, and develop response packages to fulfill country unique congressional reporting requirements via the appropriate committees, normally the House International Relations Committee (HIRC), Senate Foreign Relations Committee (SFRC), House Appropriations Committee Foreign Operations (HACFO) and Senate Appropriations Committee Foreign Operations (SACFO). Contractor shall perform the services specified herein as independent contractors and not as employees of the government.

7.2.5. The contractor shall manage and administer the work required and bear sole responsibility for complying with all technical, schedule, and financial requirements or constraints attendant to the performance of this contract.

7.3. **Appearance.** The contractor shall present a neat, well-groomed, professional appearance at all times. Wearing of denim jeans is not permitted, unless otherwise authorized by the contracting officer.

7.3.1. **Conduct.** The contractor shall conduct himself/herself in an efficient and professional manner consistent with DSCA business standards. The contractor shall interact with the DSCA staff in a courteous, polite, and professional manner.

7.4. **Alcohol/Drug use in the workplace will not be tolerated.** Any contractors/sub-contractors found to be under the influence of, consuming, or using alcohol or drugs while on duty will be subject to administrative action from the KO, which may include contract termination.

7.5. **Identification and Display of ID Badges.** USG shall provide contractors with required ID badges. Contractors shall wear the ID badge at all times when performing work under this contract at a Government site, including while attending Government meetings and conferences that may take place outside the Government facility. Unless otherwise specified in the contract, each Contractor shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

7.6. **Answering Telephones.** The contractor shall identify one's self as a contractor when answering Government telephones.

7.7. **Utilizing Electronic Mail.** When a contractor send e-mail messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names) and identify themselves clearly as a contractor.

7.8. The contractor shall be removed from the site if the individuals continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of U.S. national security.

7.9. **Physical Security.** The contractor shall safeguard all Government property in the work area. All offices, laboratories, and buildings shall be secured when not occupied.

7.10. **Key Control.** The contractor shall establish and implement methods of ensuring that all keys issued to him/her by the Government are neither lost, misplaced, nor used by unauthorized personnel. The contractor shall report the loss of key(s) as soon as the loss is discovered, but in any event, not later than the Government's next scheduled workday.

7.11. **Contracting.** Contractor Staff Extended Absences: The contractor shall advise the contracting officer representative (COR) of anticipated staff absences as far in advance as possible. In the event of any absence in excess of 40 consecutive hours (5 working days), the contractor shall provide replacement personnel to ensure contract performance objectives are met. Replacement personnel must have comparable credentials. If the contractor fails to provide qualified coverage, the Government may seek contractual remedy. In the event of an unexpected absence due to illness, family emergency, etc., the Contractor employee will contact the Contractor. The contractor will in turn advise the COR of the absence and provide a plan to cover the contractual requirements during the absence.

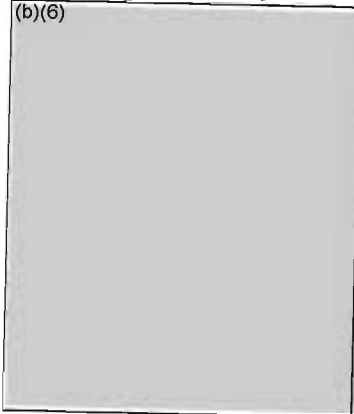
7.12. **Contractor Required Training.** Contractors must have attended the **Defense Institute of Security Assistance Management (DISAM) and completed Security Assistance Management CONUS Course (SAM-C). Contractors, who have not attended DISAM, must complete the required training within six (6) months of working at DSCA.** Note: In addition, the Contractor shall complete all mandatory on-line training as required by DSCA within 5 days of contract of performance or in accordance with DSCA established completion dates. Any Contractor behavior deviating from standards taught in the course shall be grounds for removal from the contract.

7.13. **Performance.** The contractor shall perform activities in applicable DSCA and related organizational spaces. This contract consists of a base year with four (4) one-year options. Any travel requirements and related per diem will be provided by the U.S. Government. The level of effort is 1880 man hours/yearly minus Govt. Holidays (80 Hrs) per contractor employee. In addition, Government **will not** be billed for hours not worked.

7.14. **Meetings.** The DSCA Contracting Officer's Representative (COR) or the Contracting Officer (KO) or Contract Specialist and the Contractor Representative(s) may meet once a quarter, or at the discretion of the DSCA COR, to review performance and inspect work product. The DSCA COR, KO or Contract Specialist, and the Contractor Representative(s) may request a meeting(s) to discuss performance and/or inspect work product at any time during the duration of this contract.

Contracting Officer's Representative (COR)

(b)(6)



INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	N/A
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	N/A	Government	Destination	Government
2003	Destination	N/A	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	N/A	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2012 TO 31-DEC-2012	N/A	DEFENSE SECURITY COOPERATION AGENCY-OPS (b)(6) DIRECTORATE FOR OPERATIONS (OPS) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 (b)(6) FOB: Destination	HQ0013
0002	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

1001	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1002	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1003	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2001	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2002	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2003	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3001	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3002	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4001	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4002	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242.6809 4G2 6809 ADMOO P2T10 166000 25000 DNAR20054 380100
 AMOUNT: \$740,223.20
 CIN DNAR200540001: \$159,010.40
 CIN DNAR200540002: \$578,212.80
 CIN DNAR200540003: \$3,000.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions
 52.203-3 Gratuities

JUL 2004
 APR 1984

52.203-7	Anti-Kickback Procedures	OCT 2010
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-1	Payments	APR 1984
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.241-7001	Government Access	DEC 1991
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
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____ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and,

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a

change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after award.

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.farsite.hill.af.mil]

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

- (3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).
- (5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7001.
- (7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12)(i) ___ 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (13) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ___ Alternate III (OCT 2011) of 252.225-7036.
- (16) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

- (19) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (20) ____ 252.227-7015, Technical Data—Commercial Items (SEP 2011) (10 U.S.C. 2320).
- (21) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (22) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (23) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (24) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (25) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (26) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (27) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (28)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (29) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (30) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (SEP 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

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

- (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--
- (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;
 - (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (e) Pre-deployment requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
 - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
 - (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
 - (v) All personnel have received personal security training. At a minimum, the training shall--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:

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

- (1) A military-run training center; or
- (2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) The Contract Officer Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

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

(End of clause)

252.225-7043 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 DSCA's Anti-Terrorism/Force Protection POC: (b)(6)

(End of clause)

**WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC SUBMISSION AND PROCESSING OF PAYMENT REQUESTS AND RECEIVING REPORTS**

IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

Invoicing Instructions:

Requests for payments must be submitted electronically via the Internet through the Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA) system at <https://wawf.eb.mil>. All contractors must create two documents (Invoice and Receiving Report; i.e. Combo Documents) with a single data entry session.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Indianapolis at (888) 332-7336. Please have your order number and invoice number ready when contacting DFAS about payment status.

You can easily access payment and receipt information using the DFAS Web Site at <https://invoice.csd.disamil>. Your purchase order/contract number or invoice number will be required to verify the status of your payment.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER:	HQ0013-12-C-0002		
DELIVERY ORDER NUMBER:	_____		
TYPE OF DOCUMENT:	Combo		
CAGE CODE:	5WEJ0		
ISSUE BY DODAAC:	HQ0013	NAME:	DSCA
ADMIN DODAAC:	HQ0013	NAME:	DSCA
SERVICE ACCEPTOR/SHIP TO:	HQ0013		
LOCAL PROCESSING OFFICE:	Leave Blank		
PAY OFFICE DODAAC:	F67100		
SEND E-MAIL NOTIFICATIONS: (COR/GOV'T OFFICIAL)	(b)(6)		
CONTRACT ADMINISTRATOR: (CONTRACT SPECIALIST)	(b)(6)		
For shipping, delivery, invoice and payment questions/Issues, Please contact:			
To:	DSCA		
Attn:	(b)(6)		
Phone:	_____		

Fax:	
Email:	(b)(6)

ATTACHMENTS AND EXHIBITS

Attach/Exhibit	Description	Date	No. of Pages
Attachment 01	Experience and Management Approach	2 Dec 2011	40
Attachment 02	DoD Contract Security Classification Specification (DD254)	27 Dec 2011	2