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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER KLS011420141508		PAGE 1 OF 33	
2. CONTRACT NO. GS-23-F-9806H		3. AWARD/EFFECTIVE DATE 10-Jun-2014		4. ORDER NUMBER HQ0034-14-F-0142		5. SOLICITATION NUMBER HQ0034-14-R-0098	
7. FOR SOLICITATION INFORMATION CALL: (b)(6)		b. TELEPHONE NUMBER (No Collect Calls) (b)(6)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 1225 SOUTH CLARK ST, SUITE 910 ARLINGTON VA 22202-3909  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: 14M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DEFENSE LEGAL SERVICES AGENCY (b)(6) OFFICE OF GENERAL COUNSEL 1600 DEFENSE PENTAGON WASHINGTON DC 20301-1600		CODE HQ0009		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR SRA INTERNATIONAL, INC. CHRIS CECKA 4300 FAIR LAKES CT FAIRFAX VA 22033-4232 TELEPHONE NO. 703-227-5127		CODE 6R517 FACILITY CODE 6R517		16. ADMINISTERED BY <b>SEE ITEM 9</b>			
18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347		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 <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$7,512,136.57</b>	
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							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 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.				29. AWARD OF CONTRACT: REF. 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)			
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)		31c. DATE SIGNED 10-Jun-2014	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 33	
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mission Support FFP Mission support labor for each task area outlined in the Performance Work Statement. PURCHASE REQUEST NUMBER: KLS011420141508	(b)(4)	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0002	Travel COST All travel must have prior approval in writing from the COR if reimbursement will be sought. All travel for this contract must be in accordance with the Joint Federal Travel Regulation (JFTR) and Joint Travel Regulation (JTR). All reimbursable travel for this contract must be in accordance with FAR 31.205-46. CONUS/local travel in the National Capital Region is not reimbursable. PURCHASE REQUEST NUMBER: KLS011420141508		Cost		
ESTIMATED COST					
ACRN AA					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Surge LH Support for additional mission support services that may be required just before and during the time that trials are in session. LCATS may consist of Analysts, Investigators, Security Advisor Support, Senior Training Consultants, Junior Consultants, Mid Level System/Project Engineer. Must have prior approval in writing from the COR PURCHASE REQUEST NUMBER: KLS011420141508	(b)(4)	Lot	(b)(4)	(b)(4)
TOT ESTIMATED PRICE					
CEILING PRICE					
ACRN AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1001 OPTION	Mission Support FFP Mission support labor for each task area outlined in the Performance Work Statement.	(b)(4)	Months	(b)(4)
NET AMT				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Travel COST All travel must have prior approval in writing from the COR if reimbursement will be sought. All travel for this contract must be in accordance with the Joint Federal Travel Regulation (JFTR) and Joint Travel Regulation (JTR). All reimbursable travel for this contract must be in accordance with FAR 31.205-46. CONUS/local travel in the National Capital Region is not reimbursable.		Lot		(b)(4)
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Surge LH Support for additional mission support services that may be required just before and during the time that trials are in session. LCATS may consist of Analysts, Investigators, Security Advisor Support, Senior Training Consultants, Junior Consultants, Mid Level System/Project Engineer. Must have prior approval in writing from the COR	(b)(4)	Lot	(b)(4)	(b)(4)
TOT ESTIMATED PRICE					
CEILING PRICE					

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**

Security Support Services

**1. INTRODUCTION**

**1.1. BACKGROUND**

This requirement is in support of the Office of Military Commissions (OMC), which is responsible for conducting enemy combatant trials at U.S. Naval Station Guantanamo Bay (GTMO), Cuba. OMC requires Security Advisors, Intelligence Analysts, Security Specialists, Security Officers, and Investigators to assist in the case preparation of Military Commissions convened under the Military Commissions Act of 2009.

**1.2. SCOPE**

The Office of Military Commissions (OMC) has a requirement for security support services for the execution of its broad and diverse mission. This effort is to provide the necessary level of services required to satisfy the overall operational objectives of OMC. The primary intent is to provide technical, analytical, data management, investigative research, and administrative security support of OMC's mission. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items, in addition to non-personal services necessary to perform research, review, and analyze as defined in this Performance Work Statement (PWS). In addition to Analysts and Investigators, Security Advisors, and Litigation Security Specialists are required for continuous information security monitoring of courtroom sessions and handling of classified and sensitive information. The Security Advisors shall also assist with counterintelligence related matters involving OMC at the direction of the Director, Office of Special Security or the OMC Chief of Staff.

**2. TASKS**

The Contractor shall provide qualified personnel who possess a Top Secret security clearance and are eligible for Sensitive Compartmented Information (SCI) to support all aspects of the OMC mission, including the following specific areas:

**2.1 Technical:**

2.1.1 Technical and training support for ORION Magic knowledge management software; extensive knowledge, proficiency, and experience with this software are required.

2.1.2 Deleted

2.1.3 Analysis of law enforcement and national intelligence data to develop leads for investigative activity or further investigative/data analysis.

2.1.4 On-line queries (NIPRNET) of national intelligence community sources and open source networks. If the ban on online queries is lifted for contractors using SIPRNET & JWICS, the query for these systems will also be required.

2.1.5 File management of criminal investigative files and support documents, both paper-copy and electronic.

2.1.6 Data research and analysis to support attorney products.

2.1.7 Technical and analytical liaison with law enforcement and intelligence agencies.

2.1.8 Data entry into Criminal Investigation Task Force (CITF) computer databases and files.

## 2.2 Analysts:

2.2.1 Assist prosecutors and defense counsels in Military Commissions cases in all aspects of pre-trial investigation.

2.2.2 Search, review, segregate, and analyze any and all records of interrogations, interviews, statements, and other evidence either provided by or obtained from current and former detainees held by U.S. or coalition forces.

2.2.3 Identify and locate information contained on classified databases stored by various Government agencies relevant to defense cases.

2.2.4 Military Commissions cases will likely involve conduct spanning many years, involving events occurring in numerous countries, thus necessitating expert investigative assistance is required.

2.2.5 Analysts shall search through information regarding al Qaeda and the alleged terrorist acts of al Qaeda contained in numerous investigations conducted outside of the Commissions cases. Examples include the 9/11 Commission, which involves 2.5 million documents and over 1,200 witnesses; the investigation into the attacks on the U.S. Embassies in Kenya and Tanzania of August 1998, which was the largest investigation conducted abroad by the FBI; and the investigation of the attacks on the United States of September 11, 2001, which involved more than 7,000 FBI employees to support the investigation.

2.2.6 Analysts shall search records resulting from U.S. Government interrogations at GTMO. This assistance should take the form of searching, reviewing, segregating, and analyzing any and all records of interrogations, interviews, statements, and other evidence either provided by or obtained from current and former detainees held in Guantanamo, as well as locating information contained on classified databases.

2.2.7 Analysts shall gather information from other U.S. agencies that have also participated in the interrogation and investigation of detainees held at GTMO. Assistance is required in locating information contained in classified databases maintained by U.S. and foreign agencies involved in detainee interrogations and operations. DIA, FBI, CIA, and the FBI Joint Terrorism Task Force have all been involved.

## 2.3 Investigators:

2.3.1 Investigators are preferred to have no less than five years of experience or academic equivalent in a relevant discipline, including but not limited to law, law enforcement, criminal defense, intelligence analysis, psychology, social work, other mental health related disciplines, anthropology, sociology, journalism, or human rights, in addition to no less than three years of experience working with criminal defense, civil rights, immigration, or human rights attorneys on behalf of individual clients.

2.3.2 Investigators shall assist defense counsel in Military Commission cases in multiple areas of investigation, including the following: (1) factual allegations related to the case; (2) psychosocial history of the defendant; (3) Government conduct of the investigation, interrogation, and prosecution of the defendant; (4) expert witnesses for and against the defendant; (5) cultural issues relating to the defendant; (6) any other area of investigation deemed necessary by counsel for the defendant.

2.3.3 Investigators shall engage in extensive foreign travel.

2.3.4 Assistance shall investigate factual allegations detailed in charges against the accused, most of which allegedly occurred in foreign countries. Investigation may involve facts alleged to have occurred over the past several years and require detailed investigation of people and documents located throughout the world.

2.3.5 Investigators shall investigate methods of interrogations used against the accused, as well as against other witnesses whose statements might be used against the accused. Investigations of other Government witnesses will be required.

2.3.6 As part of their duties, investigators shall identify additional prosecution and defense witnesses, including, but not limited to, alibi witnesses.

2.3.7 Analysts and investigators shall be provided on a privileged basis (meaning attorney-client privilege is protected) to counsel litigating military commission cases.

#### 2.4 Security Advisors:

2.4.1 Security Advisors shall serve as Court Security Officers (CSOs), and are assigned to the Trial Judiciary, Office of Military Commissions. CSOs are officers of the court. Ex parte communication by a party in a case, to include the Office of Military Commissions, DoD General Counsel or any intelligence or law enforcement agency, with the CSOs are prohibited except as authorized by the Military Commissions Act (M.C.A.) or the Manual for Military Commissions (M.M.C). This is to preclude any actual or perceived attempt to improperly influence a Military Commission in violation of 10 U.S.C. § 949b. This does not include administrative matters, which are identified below, necessary for the management of the security responsibilities of the Office of Trial Judiciary.

2.4.2 CSOs shall act as principle security advisors to the Chief Trial Judge, the Director, Trial Judiciary Staff, and the sitting trial judges. CSOs shall provide expertise in advising trial judges on protective orders, procedures for using classified evidence in trial proceedings and all other aspects of security requirements presented to the trial judges for determination. CSOs shall work directly for the Chief Clerk of the Trial Judiciary ("Chief Clerk").

2.4.3 CSOs shall insure classified or protected information is not disclosed during Military Commission sessions. CSOs shall examine all filings, opinions, orders, and other materials (collectively "filing" or "filings") filed with the Chief Clerk, and forwarding such filings to the Department of Defense ("DoD") Security Classification/Declassification Review Team ("Review Team") and any appropriate non-DoD federal department or agency for classification review.

2.4.4 For each Military Commission session, a CSO shall be physically present in the courtroom and monitor all courtroom proceedings. To be properly prepared for each courtroom session, the CSO shall thoroughly review and be familiar with the trial judiciary case file. Whenever possible, the CSO shall give advance notice to Trial Judge of the areas of concern that may come out during the courtroom session. It is, however, up to the Trial Judge on how to proceed. In the event classified information is inadvertently disclosed, the CSO shall notify the Trial Judge through an electronic signal that was developed for that specific purpose.

2.4.5 Prior to each court session, the CSO shall coordinate with the Master at Arms/Military Police Guard Force in order to remove all unauthorized personnel from the courtroom.

2.4.6 If the Trial Judge orders a closed Military Commission session, the CSO shall coordinate with the Officer of the Guard Force in clearing the courtroom of all unauthorized personnel.

2.4.7 Once a court filing is properly filed with the Chief Clerk, the CSOs shall, at the direction of the Chief Clerk, coordinate with, and provide the filing to, the Review Team and any appropriate non-DoD federal department and agency original classification authority for classification review as directed by the Chief Clerk. The Review Team or appropriate non-DoD federal department and agency original classification authority shall review and make appropriate redactions as necessary to render the material suitable for public posting.

2.4.7.1 Protected information, for purposes of Military Commissions' proceedings, is non-classified information subject to a properly issued protective order by an official authorized to issue such an order to prevent public dissemination of such information.

2.4.7.2 CSOs shall be couriers for classified materials up to and including TS/SCI and have a valid State driver's license.

2.4.8 Upon completion of a classification review by the Review Team, the filings will be forwarded to the CSO who shall, in turn, provide them to the Chief Clerk.

2.4.9 In order to avoid possible legal conflicts, or the appearance thereof, with the Defense, Prosecution, Convening Authority, and/or Trial Judiciary, CSOs shall not serve as Project Managers or Project Coordinators.

2.4.10 With the exception of providing filings or documents to the Review Team and/or the appropriate non-DoD federal department and agency original classification authority for classification review, CSOs do not have any authority to, and shall not, release any filings, documents, and/or any other materials, classified, protected, or otherwise, to any entity outside the Trial Judiciary, except as specifically authorized by the Trial Judge.

2.4.11 Assists in drafting protective orders.

2.5 Litigation Security Specialists (LSS) (also known as Court Security Officers in the Federal Court system):

2.5.1 As directed, the LSS shall serve as Officers of the Court in support of the Chief of the Office of Court Administration (OCA), OMC. The LSS shall serve in a neutral capacity, providing security support and guidance to the OCA, the Court, as well as to the parties to the case with regard to classified information. LSS shall provide security support at the trial level, throughout the appeals process, and if necessary, to the United States Supreme Court. The LSS shall ensure the proper handling and storage of classified information from the Commissions' trials throughout the appellate process to finality of the cases. These positions require extensive travel throughout the United States and to Naval Station Guantanamo Bay, Cuba with little or no advance notice. On occasion, the work will require travel to other overseas locations.

The LSS' responsibilities shall include the following:

2.5.2 Assists the OMC Security Staff to ensure that all personnel who have access to classified information have the appropriate clearances.

2.5.3 Deleted

2.5.4 Assists in setting up secure storage or secure equipment for the Court, the OCA, and the parties when necessary.

2.5.5 Ensures filing procedures for classified documents are followed and provide briefings on classification and declassification requirements.

2.5.6 Reports security violations to the Chief of the OCA, the Judge, and/or competent proper authorities.

2.5.7 Assists the Court Security Officers (CSO) with closed court hearings and provide assistance during trial, as necessary, with regard to handling classified evidence and information.

2.5.8 Assists the OCA by ensuring that all transcripts and records of trials are reviewed and appropriately marked.

2.5.9 Coordinates with agencies to review transcripts and records of trial for public release and/or release to the accused.

2.5.10 Maintains inventory of all TS/SCI classified, original Court filings.

2.5.11 Ensures that classified materials are properly stored and/or handled.

2.5.12 Possesses and maintains courier cards or letters.

2.5.13 Assists the OMC Senior Intelligence Officer and/or the CSOs with development of policies and procedures to perform aforementioned tasks.

2.5.14 Under the guidance of the OMC Senior Intelligence Officer, assists in the preparation of training and briefings to any personnel associated with Military Commissions on proper handling of classified materials.

2.5.15 Conducts liaison with members of the intelligence community to help ensure all appropriate security measures required by those agencies are implemented in regards to military commission cases.

2.5.16 Assists the OMC Senior Intelligence Officer or his staff with physical security assessments.

2.5.17 Liaisons with members of the intelligence and law enforcement communities, to include military, Federal, and local, to ensure the proper handling of classified, Government and law enforcement sensitive materials as well as unclassified controlled information (UCI).

## 2.6 OMC-South Security Specialist:

The Contractor shall perform a broad range of Sensitive Compartmented Information (SCI) and collateral security administration work in support of the Officer-in-Charge (OIC) and Special Security Officer at U.S. Naval Station Guantanamo Bay (GTMO), Cuba, that includes Personnel Security, Information Security, Physical Security, Communications Security, Security Education and Awareness.

Overall responsibilities include monitoring policies, procedures, standards, and methods of identifying and protecting classified information, personnel, property, facilities, and operations or other material from unauthorized disclosure, misuse, theft, espionage, sabotage or loss.

### 2.6.1 Specific tasks include:

2.6.1.1 Serves as a Security Specialist for the Office of Military Commission security office in GTMO. The contractor shall assist in coordinating a comprehensive security program that supports the OMC and complies with DoD regulations and OMC policies.

2.6.1.2 As part of a team, the contractor shall assist in monitoring the security program for all secure facilities and recommend improvements and corrective measures to upgrade security administration and procedures.

2.6.1.3 Monitors and identifies information security discrepancies and makes recommendations for improvements. Acts as the liaison for security related matters and coordinates with OMC Special Security Officer, and the OMC Security Staff in all activities related to security matters. Ensures translators, interpreters, analysts and other personnel working in the office are following DoD and OMC security policies. Reports issues and deficiencies as needed to the appropriate Government personnel.

2.6.1.4 Monitors programs for continuous security evaluation of personnel reviews, requests for security clearances, and special accesses that pertain specifically to the military commissions litigation and support teams. Coordinates with other security staff within OMC on personnel security issues and provides recommendations to the SSO.

2.6.1.5 Coordinates with all security staff and JTF GTMO security specialists on access, badge, and escorts issues and requirements. Ensures all personnel associated with OMC (military, Government civilian and non-Government civilians) are properly cleared or escorted as required in secure facilities used by

OMC. Verifies appropriate clearance documents for all OMC personnel and maintains a secure filing system that properly protects Personally Identifying Information (PII).

2.6.1.6 Assists in overseeing the information security program and is the initial point for all security matters for Office of Military Commissions. Assists in developing procedures to ensure that all classified documents are properly marked, secured, controlled and safeguarded. Monitors internal policies and procedures for information security management, and provides security education regarding transmitting, transferring, reproducing, downgrading, and destroying information. Ensures compliance with DoD and OMC policy on protected and classified information.

2.6.1.7 Provides physical security and communications security. Inspects areas where classified materials will be and/or are located. Recommends type of storage facilities, types of safes, alarms or locks needed to secure information. Coordinates preliminary site surveys of Sensitive Compartmented Information Facilities (SCIFs) with coordination of final inspections with Defense Intelligence Agency. Resolves deficiencies and/or recommends solutions to problems. Obtains locks, keys, safes, and construction needed to support the office. Maintains current alarm system and tests on a regular basis to ensure each alarm is working properly. Serves as point of contact for after-hours emergencies with the alarm contract security personnel. Adds or deleted individuals for permanent access into SCIFed and otherwise secured areas.

2.6.1.8 Assists with troubleshooting of the COMSEC equipment (STE, KOV cards) and updating COMSEC equipment as required by NSA and OSD COMSEC. Coordinates with Agencies to review classified filings and to redact documents for public dissemination, etc.

2.6.1.9 Serves as point of contact for incoming and outgoing classified and protected material. Interprets guidelines and assist in developing standard operating procedures for processing documents.

2.6.1.10 Ensures incoming material is properly packaged, inventory is correct and marked appropriately. Prepares outgoing material for delivery and transportation, including but not limited to packaging, marking, preparing inventory and tracking delivery and pick-up of material.

2.6.1.11 Responsible for ensuring that all personnel who carry protected or classified material have proper courier documentation. Controls the maintenance of audit trails for receipt, distribution and processing control of all official correspondence. Provides reports on status of document processing and maintains the database. Coordinates burn bags and prepare destruction memos for classified material. Ensures all employees, contractors and all others handling protected and/or classified information in his/her office spaces maintain proper control of classified and protected materials.

## 2.7 Defense Security Officer (DSO):

The Contractor shall perform a broad range of Sensitive Compartmented Information (SCI) and collateral security administration work in support of the Chief Defense Counsel of the Office of Military Commissions (OMC) or his/her designee, specifically as it relates to the cases United States v. Khalid Shaikh Mohammad et al, and United States v. Al Nashiri. This includes information security and implementation of protective orders as directed by the Military Judge as applicable. Overall responsibilities include implementing policies, procedures, standards, and methods of identifying and protecting classified information.

2.7.1 Specific Tasks Include: Serves as a Defense Security Officer (DSO) for their assigned Defense Trial Team for the Chief Defense Counsel in the United States and Naval Station Guantanamo Bay, Cuba. The term "Defense Security Officer" (DSO) refers to a security officer, serving as security advisor to the Defense, who oversees security provisions pertaining to the filing of motions, response, replies and other documents with the Commissions. The contractor shall assist in developing and implementing an information security program that supports their assigned Defense Trial Team and complies with Intelligence Community policies, Department of Defense (DoD) policies, OMC policies, and signed Military Judge Protective Orders.

2.7.2 Defense Security Officers are, for the limited purposes associated with the case they are assigned to, a member of the defense team. Therefore, they shall not disclose to any person any information provided by the defense, other than information provided in a filing with the court. They shall not reveal to any person the content of any conversations they hear by or among the defense, nor reveal the nature of documents being reviewed by them or the work generated by them, except as necessary to report violations of classified handling or dissemination regulations or any Protective Order issued in this case, to the Chief Security Officer, Office of Special Security.

2.7.3 The contractor shall report any violations of classified handling or dissemination regulations or any Protective Order issued in this case, to the Military Judge. While the attorney-client privilege shall apply to Defense Security Officers, they shall inform the Military Judge of any information that presents a current threat to loss of life or presents an immediate safety issue in the detention facility.

2.7.4 Monitors and identifies information security discrepancies and recommends corrective action. Acts as the liaison for their assigned Defense Trial Team for security related matters and coordinates with the Director, Special Security Office, Washington Headquarters Service in all activities related to OMC security matters, while also protecting attorney-client materials and information.

2.7.5 Ensures translators, interpreters, analysts, lawyers, and other contractor and Government personnel working in the office are following security policies from the Intelligence Community, DoD, OMC, and Military Judge. Reports issues and deficiencies as needed to the appropriate Government personnel.

2.7.6 Assists in the implementation of the OMC information security program and is the initial point of contact for all security matters related to their assigned Defense Trial Team.

2.7.7 Assists in implementing procedures that ensure that all classified documents are properly marked, secured, controlled and safeguarded.

2.7.8 Monitors internal policies and procedures for information security management, and provides security education regarding transmitting, transferring, reproducing, downgrading, and destroying information.

2.7.9 Ensures compliance with Intelligence Community, DoD and OMC policies, including Military Judge Protective Orders, on protected and classified information.

2.7.10 Serves as point of contact for incoming and outgoing classified and protected material for their assigned Defense Trial Team. Interprets guidelines and assists in developing standard operating procedures for processing documents. Assists the defense with applying classification guides, including reviewing pleadings and other papers prepared by the defense to ensure they are unclassified or properly marked as classified. Assists the defense in performing their duty to apply derivative classification markings pursuant to Executive Order 13526 Section 2.1(b). Ensures compliance with the provisions of the Protective Order.

2.7.11 Ensures incoming material is properly packaged, inventory is correct and marked appropriately. Prepares outgoing material for delivery and transportation including, but not limited to, packaging, marking, preparing inventory, and tracking delivery and pick-up of material.

2.7.12 Controls the maintenance of audit trails for receipt, distribution, and processing control of all official correspondence. Ensures all Defense Trial Team personnel handling protected and/or classified information in his/her office spaces maintain proper control of classified and protected materials.

### **3. DELIVERABLES**

Deliverables shall be submitted to the COR designated in the COR appointment letter. All deliverables shall be submitted using Microsoft Office suite of tools (for example, MS Word, MS Excel, MS PowerPoint), or Adobe PDF format, unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The following table specifies the deliverables for this requirement:

PWS Reference	Deliverable Title	Delivery Time/Frequency
H.9	<b>Non-disclosure Agreement (NDA).</b> <i>The Contractor shall provide all NDAs to the KO/COR.</i>	No later than 5 days after contract award.
H.17	<b>Quality Control Plan (QCP).</b> <i>The Contractor shall provide its QCP to the KO/COR.</i>	No later than 10 days after contract award.
H.20.1	<b>Weekly Status Report.</b> <i>Contractor shall provide all data deliverables in a hard copy format, in English, with an editable electronic version. Electronic versions will be provided in standard Microsoft formats (MS Word, MS Excel, MS PowerPoint, etc.) on a CD-ROM or DVD</i>	Each Friday. If a Friday falls on a non-Government workday the report shall be submitted on the following workday.
H.20.2	<b>Final Report:</b> <i>The contractor shall provide all data deliverables in a hard copy format, in English, with an editable electronic version. Electronic versions will be provided in standard Microsoft formats (MS Word, MS Excel, MS PowerPoint, Etc.) on a CD-ROM or DVD</i>	Within 10 calendar days after completion of the project.
H.13	<b>Contractor Manpower Reporting</b>	NLT 31 Oct of each calendar year
H.18	<b>Transition Plan</b>	60 days prior to the contract expires

#### 4. PERFORMANCE REQUIREMENTS SUMMARY

Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
Provide support personnel to meet PWS requirements	All contractor personnel possess the clearance and skills required to perform all tasks specified in the PWS.	All contractor personnel possess the required clearance and skills at the start of the contract.  The Contractor's work products are suitable to support the full range of analysis as specified in the PWS.	COR/OMC PM review

Analysts shall assist prosecutors and defense counsel in Military Commission cases in all aspects of pre-trial investigations; searching, reviewing, segregating, and analyzing any and all records of interrogations, interviews, statements, and other evidence either provided by or obtained from current and former detainees held by U.S. and/or Coalition forces, and to identify and locate information contained on classified databases sorted by various Government agencies relevant to Commissions cases.	Reviews each case selected for prosecution	Zero Deviation from Standard - in other words, the analysts shall review all cases prosecuted.	100% to be done by the Chief Defense or their delegate and the Chief Prosecutor or their delegate.
Assist defense counsel in Military Commissions cases by investigating factual allegations against the accused, locating, identifying and interviewing witnesses, and locating and reviewing relevant documentary evidence.	Investigates cases for detailed defense counsel	Zero Deviation from Standard - in other words, the investigators shall investigate all cases prosecuted.	100% to be done by the Chief Defense or their delegate.
Ensure that classified materials are properly maintained, secured, destroyed, and couriered or otherwise transported in accordance with applicable security and information management regulations.	Reviews and understands applicable regulations and safeguards classified information accordingly.	Zero Deviation from Standard - in other words, contractor personnel should always handle classified and sensitive information following IAW regulations.	Random inspection and periodic surveillance by the Director, Office of Special Security and other intelligence community liaisons.
Services and Deliverables	The Contractor provides the full range of services required to support the requirements addressed in section 2 of the PWS, in addition to providing deliverables as directed by the PWS.	The Contractor provides competent expertise and analysis that is consistent with the quality levels specified in the PWS. Deliverables are factual, well-written, 99% free of grammatical errors or misspellings, and free from political conclusions drawn by the analyst or any judgment of individual journalists. Writing meets college Baccalaureate degree standards for English grammar, spelling, and composition. Deliverables are accomplished by the due date/time specified in Sections 6 of the PWS.	Random review of work products by the COR no less than once a month and feedback from appropriate Government sources.
Contractor Manpower Reporting	See Section H.13	Zero Tolerance	Yearly by the COR at time of next option period

Section D - Packaging and Marking

PACKAGING & MARKING

**D. PACKAGING & MARKING**

**D.1.** The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination. All data and correspondence submitted shall reference:

1. The Contract Number
2. The Contract Name
3. The Government end user agency
4. The name of the COR

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

### DELIVERIES OR PERFORMANCE

**F.1 Recognized Holidays:** The following Government holidays are normally observed by Government personnel and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.) Presidential funerals or any other unexpected government closures.

New Year's Day	Labor Day
Presidential Inauguration Day (metropolitan DC area only)	President's Day
Martin Luther King Jr.'s Birthday	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Christmas Day
Thanksgiving Day	

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies.

When the Government grants administrative leave or early dismissal to Government personnel, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, Contractor personnel may be granted administrative leave or early dismissal provided that contract performance is not adversely impacted. Contractor is not required to perform service on holidays. Occasionally, the Contractor may be required to perform and/or provide services outside the normal hours of duty. These occasions will be infrequent and require services be performed after normal working hours in the evening and/or weekends (Saturday and Sunday). The COR and the contractor will mutually agree upon any/all deviations to the schedule.

**F.2 Hours of Operation:** Normal workdays and business hours are Monday through Friday between 8am to 5pm, but may include weekends and Federal holidays, except when the Government facility is closed. The Government is aware that this is a performance based contract, so contractors have no required start and end times; however, the contractor shall have personnel available to interact with the Government during the core hours of 9:00 a.m. to 3:00 p.m. eastern time. The Contractor is not required to provide coverage on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Government may require "coverage" that deviates from the aforementioned parameters in order to meet mission requirements.

**F.3 Place of Performance:** The contractor will perform work at government facilities, includes government leased facilities, located in the Continental United States (CONUS) and Outside Continental United States (OCONUS). Telework is not authorized. The following are examples of frequently used locations may be:

- a) National Capital Region;
- b) U.S. Naval Station;
- c) Guantanamo Bay, Cuba; and/or

d) other overseas locations

F.4 Period of Performance: The base period of performance is for 11-month and the six-month transition period is June 11, 2014 – November 10, 2015

F.5. Surge Support: All surge support as proposed must be requested and approved in writing by the Contracting Officer or Contracting Officer's Representative. Contractors shall not work overtime without the Contracting Officer or Contracting Officer's Representative's approval; therefore it is imperative for the Contractor to maintain constant communication with its personnel to ensure the approval of surge support before commencing work. In the event of a Government travel caused delay, the Contractor's Project Manager or designated representative shall notify the COR of the delay as soon as practicable for approval.


#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-JUN-2014 TO 10-MAY-2015	N/A	DEFENSE LEGAL SERVICES AGENCY (b)(6) OFFICE OF GENERAL COUNSEL 1600 DEFENSE PENTAGON WASHINGTON DC 20301-1600 (b)(6) FOB: Destination	HQ0009
0002	POP 11-JUN-2014 TO 10-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0009
0003	POP 11-JUN-2014 TO 10-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0009
1001	POP 11-MAY-2015 TO 10-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0009
1002	POP 11-MAY-2015 TO 10-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0009
1003	POP 11-MAY-2015 TO 10-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0009

Section G - Contract Administration Data


ACCOUNTING AND APPROPRIATION DATA

(b)(4)



ACCOUNTING AND APPROPRIATION DATA

(b)(4)



## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

#### **H-1 KEY PERSONNEL**

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key position is defined as:

Project Manager.

(b) During the first one hundred eighty (180) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial one hundred eighty (180) calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

(c) Due to the Key Personnel's constant communication with its contractors, the Chief Security Officer (CSO) cannot serve as Key Personnel. The CSO is an officer of the court. *Ex parte* communication by a party in a case, to include the Office of Military Commissions, DoD General Counsel or any intelligence or law enforcement agency, with the CSO is prohibited except as authorized by the M.C.A. or the M.M.C. This is to preclude any actual or perceived attempt to improperly influence a Military Commission in violation of 10 U.S.C. § 949b.

(End of Clause)

#### **H-2 IDENTIFICATION OF 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 that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of Clause)

#### **H-3 LOCAL INSURANCE**

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation", FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability	
Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person*

\*Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(End of Clause)

#### **H-4 SECURITY REQUIREMENTS (CLASSIFIED CONTRACTS)**

##### **a. Security Classification Guidance**

All Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254). Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.). The Contractor must have an active facilities clearance at the Top Secret (TS) level. Overarching security requirements and Contractor access to classified information is specified in the basic DD Form 254. All contractor personnel must possess and maintain an active Top Secret Sensitive Compartmented Information (TS/SCI) security clearance. Contractor personnel must obtain and maintain a Common Access Card (CAC) to access to all IT systems prior to conducting work on this contract. Contractor personnel must also read and familiarize themselves with all organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP) and policy.

When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force at the requisite TS/SCI security clearance level are essential. The Contractor must have an active facilities clearance at the Top Secret (TS) level. Overarching security requirements and Contractor access to classified information is specified

in the basic DD Form 254. All contractor personnel must possess and maintain an active Top Secret Sensitive Compartmented Information (TS/SCI) security clearance. Contractor personnel must obtain and maintain a Common Access Card (CAC) to access to all IT systems prior to conducting work on this contract. Contractor personnel must also read and familiarize themselves with all organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP) and policy.

**b. Facility Security Clearance (FCL)**

1. The Government shall, upon award, forward to the Defense Security Service (DSS), a request to initiate a FCL for the Contractor if the Contractor is not already a cleared facility. The request shall be submitted at the level (Confidential, Secret, Top Secret) identified in block 1 a, and if classified storage is required, block b of the DD Form 254. It is the responsibility of the Contractor to coordinate with DSS to ensure that the FCL (interim is acceptable) is in place not later than 30 days after award, with verification in writing to the Contracting Officer or Contracting Officer's Representative (COR).

2. The Contractor's Facility Security Officer (FSO) shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

**c. Personnel Security Clearance (PCL)**

1. Contractor employees assigned to this project require a PCL at the level (Confidential, Secret or Top Secret) identified in block 1.a of the DD Form 254. Prior to assignment of Contractor employees to this project, the Contractor's FSO shall submit PCL validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative.

2. Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force at the requisite TS/SCI security clearance level are essential.

**d. Sub-Contractors**

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

**H-5 DOD BUILDING PASS ISSUANCE**

1. All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.

2. The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either

a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

3. The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days.

4. Personnel whose activity does not require them to enter the Pentagon or other access controlled areas, or whose activity within the Pentagon is limited to construction areas prior to the stripping of structural concrete formwork, will not be required to obtain a Pentagon Building Pass. However, they shall display at all times while on the Pentagon Reservation an approved identification badge as described above in the paragraph entitled "Identification of Employees". Personnel whose activity within the Pentagon follows the stripping of structural concrete formwork shall be required to obtain a Temporary DoD Building Pass/Access Card.

(End of Clause)

#### **H.6 NON-PERSONAL SERVICES**

The services and performance required under this contract are determined to be not inherently governmental. The Contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Part 2 and Subpart 7.5, and all applicable DoD policy. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. All Contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom the Office of Military Commissions (OMC) has business dealings. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

#### **H.7 BUSINESS RELATIONS**

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirements specified herein. The contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of all contractor personnel (including subcontractors). The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

#### **H.8 TRAINING**

The Contractor shall provide training, as necessary, for their own personnel to ensure that personnel are trained on applicable programs stated in the PWS, in addition to the common suite of Microsoft Office tools (e.g., Word, Excel, PowerPoint). The Contractor shall also ensure that all of its employees have been properly trained and are qualified to perform assigned tasks under this PWS. The Government will provide or coordinate training on any new Government-provided equipment or Government-directed training (e.g., Information Assurance). If such training requires travel on the part of contractor employees, local travel costs (i.e., Metro) shall be borne by the contract personnel.

#### **H.9 GOVERNMENT FURNISHED MATERIALS**

Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general purpose office supplies) will be provided while working in Government facilities. Additionally, the tasks in this PWS require a physical presence in order to ensure successful performance. The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.

## **H.10 TRAVEL**

All travel within 100 miles of the NCR is included in the price of this contract. When movement of contractor personnel is required locally (i.e., Metro) costs will be borne by the contractor. The Government will reimburse the Contractor for all other travel outside the 100 mile limitation that was authorized in advance by the Contracting Officer or Contracting Officer's Representative, for reasonable travel related expenses. Daily commuting expenses, including parking, to and from the regularly assigned place of work are not reimbursable.

Contractors are required to travel outside the Continental United States (OCONUS) under this contract and must possess a valid U.S. Government issued passport. All travel requires prior approval by the Contracting Officer's Representative and must be in accordance with the Joint Travel Federal Regulation (JTFR) and Joint Travel Regulations (JTR).

Some of the activities performed under this PWS may require personnel to operate in areas deemed hostile fire zones, such as, but not limited to, Afghanistan or Iraq. The contractor shall demonstrate the ability to support personnel requirements in such an environment. Additionally, contractors may be required to travel at U.S. Naval Station Guantanamo Bay (GTMO), Cuba for periods up to 45 days. All travel requires prior approval by the COR and must be in accordance with the Joint Travel Federal Regulation (JTFR) and Joint Travel Regulations (JTR).

While deployed to GTMO, on a temporary status, contractors are able to book rooms at the Navy Lodge or Bachelor Officers Quarters (BOQ). In the event the Navy Lodge or BOQ is unavailable, contractors may be required to stay in Government arranged billeting which may consist of a cuzco, tent, or other Government provided accommodations. The Government will provide contractors transportation while in GTMO; therefore contractors shall possess the required licenses to operate all vehicles or equipment necessary to perform under this contract.

Contractors assigned to GTMO are authorized leased housing. The Contractor is responsible for providing housing through the Housing Service Center (HSC). The HSC website can be accessed at the following website:

[http://www.cnmc.navy.mil/regions/cnrse/installations/ns\\_guantanamo\\_bay/ffr/housing\\_and\\_lodging/housing\\_for\\_families.html](http://www.cnmc.navy.mil/regions/cnrse/installations/ns_guantanamo_bay/ffr/housing_and_lodging/housing_for_families.html).

The Government will reimburse the contractor's leased housing, in addition to the shipment of household goods to and from GTMO, with prior approval from the COR. In the event the contractor reside in GTMO for a period of less than one (1) year, the return shipment costs of their household goods will be borne by the contractor, unless the contract is terminated early by the Government.

In accordance with the Joint Travel Regulation and the Federal Acquisition Regulation, the contracting agency must engage and work with the Contracting Officer to register in the Synchronized Pre-deployment and Operational Tracker (SPOT) to provide "Letters of Authorization" to their respective contractors to facilitate the travel and reimbursement of any and all OCONUS travel. Training and registration for SPOT can be accessed at <https://spot.dmdc.mil/privacy.aspx>.

Travel Courier Services performed during the core performance hours are reimbursable. Courier Services performed as part of the contractor employee's commute to or from home to an assigned work location are only reimbursable for situations in which the drop-off site exceeds five miles outside of the normal commuting route.

**H.11 SECTION 508 REGULATORY REQUIREMENTS:** Not Applicable to this task.

## **H.12 TRANSITION**

The Contractor shall provide a phase-out plan no later than sixty (60) days prior to expiration of this contract. The Contractor shall maintain complete documentation that is totally assessable to the designated Government representatives via a web portal or some other portal as the Government directs. The Contractor shall overlap with incoming Contractor during transition for a nominal period of 30 days and will work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract. The type of information and documentation to be transferred includes, but is not limited to:

- Official records/files
- Designs
- Drawings
- Prints

- Reports

**Note:** All automated data files in the possession of the contractor are the property of the Government and shall be turned over to the Contracting Officer or COR at the completion or termination of the contract. Additionally, all records related to the execution of the current contract shall be returned to the Government as electronic copies that are readable and accessible by the Government.

## **H.13 DOCUMENTATION**

Programming, documents, data files, reports, correspondence, and all other documents and writings, together with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created in connection with or for purpose(s) of work performed under this PWS and contract, are property of the Government and shall be delivered to the COR promptly, upon request.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website).

**H.13.1 Weekly Status Report:** The Contractor shall provide a weekly status report to the COR. The weekly report shall provide highlights or areas of concerns or problems in the contract/order, if any; personnel under the contract to include their assigned team; financial information, including the amount of award by CLIN, invoiced costs for period submitted, amount invoiced to date, amount remaining, and percentage (%) remaining. The Contractor shall provide all data deliverables in a hard copy format, in English, with an editable electronic version. Electronic versions will be provided in standard Microsoft formats (MS Word, MS Excel, MS PowerPoint, etc.) on a CD-ROM or DVD an alternately agreed upon date.

**H.13.2 Final Report:** The Contractor shall provide a final report to the COR. The final report shall include the following: (1) location of all Government work products generated by the contractor; (2) pending tasks/action requiring the Government's attention; (3) problems or constraints encountered; and (4) suggested solutions to problems or constraints encountered. The contractor shall provide all data deliverables in a hard copy format, in English, with an editable electronic version. Electronic versions will be provided in standard Microsoft formats (MS Word, MS Excel, MS PowerPoint, Etc.) on a CD-ROM or DVD.

Section I - Contract Clauses

TCB CLAUSES

The following have been added by full text:

**JCC-I/A CLAUSE**

**952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT(AUG 2011)**

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

\* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the  
Force

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

<input type="checkbox"/> APO/FPO/MPO/Postal Services	DFACs	Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	Excess Baggage	MILAIR
<input type="checkbox"/> Billeting	Fuel Authorized	MWR
<input type="checkbox"/> CAAF*	Govt Furnished Meals	Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	Military Banking	Transportation
<input type="checkbox"/> Badge	Military Clothing	All

☐ Commissary  
☐ Dependents Authorized

☐ Military Exchange

☐ None

(End of Clause)

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-2	Security Requirements	AUG 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	FEB 2013
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7006	Subcontracting	DEC 1991
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 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 1 day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 2 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 17 months.

(End of clause)

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

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

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

(End of clause)

## 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

- (A) Any claim under title VII of the Civil Rights Act of 1964; or
- (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and
- (2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.
- (c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.
- (d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.
- (End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (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 System for Award Management at <https://www.acquisition.gov> ; and <https://www.sam.gov/portal/public/SAM/#1>

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(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).

2 n 1

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

HQ0009 Inspected By  
HQ0034/OSDTM4 Service Acceptor

(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\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin DoDAAC	HQ0034
Inspect By DoDAAC	HQ0009
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	HQ0034/OSDTM4
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

(b)(6)

(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.

<https://wawf.eb.mil/>

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

(End of clause)

#### 8852.204-7400 MANDATORY CONTRACTOR MANPOWER REPORTING (FEB 2013)

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

<http://www.ecmra.mil/> <<http://www.ecmra.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, beginning with 2013. Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil/> <<http://www.ecmra.mil/>> . [Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	10	08-MAY-2014
Attachment 2	NDA	2	08-MAY-2014