



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720
MCSC2013F0400095
9 May 13

Ms. Wendy L. Porch
10814 Pleasant Valley Road
Waverly IL 62692

Dear Ms. Porch:

SUBJECT: FOIA - FILE MCSC2013F040095

This responds to your FOIA request dated March 29, 2013, which requests a copy of contract M00264-10-C-0022.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the DCAA Report and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to 5 U.S.C. § 552 (b)(4). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

9 May 13

In an effort to minimize further delay we request that you review the redactions and identify any withheld information that you wish to receive. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by May 20, 2013, this letter will become the final response and we will close this FOIA request.

Fees associated with processing your request are minimal and waived.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie C. Cave
for LISA L. BAKER
Counsel



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720

LAW

MCSC2013F040095

23 Apr 13

American K-9 Interdiction
4007 Burdette Road
Carrsville, VA 23315

SUBJECT: FOIA REQUEST - MCSC2013F040095

To Whom it May Concern:

Marine Corps Systems Command (MCSC) received a Freedom of Information Act (FOIA) request for a copy of contract M00642-10-C-0022.

Since the enclosed document may include information which is possibly exempt from disclosure under the FOIA, we want to give you an opportunity to participate in our decision-making process. Please review the enclosed document and determine whether release of the document, or any portion thereof, to the public would cause substantial competitive harm to your corporation.

Should you consider that release of the document, or any portion thereof, would result in substantial competitive harm to your corporation, please provide this office with a detailed justification for each recommended excision of material and a redacted copy of the document for release.

Although the government must reach an independent decision regarding the release of the document, your comments will assist us in assuring that we have considered your interests. Please provide your response no later than May 7, 2013. If you do not respond by the aforementioned date your opinion may not be considered.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave
for LISA L. BAKER
Counsel

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

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

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	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
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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	Annual Sustainment Support; Base Year FFP	3,876,759.16	Each	\$1.00	\$3,876,759.16

Annual Sustainment of apprx. 185 canines, in accordance with the attached Performance Work Statement (PWS).

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$3,876,759.16

ACRN AA \$3,876,759.16
CIN: M0009010SU000230001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IDD Deployment Kits; Base Year FFP	217,247.78	Each	\$1.00	\$217,247.78

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$217,247.78

ACRN AA \$217,247.78
CIN: M0009010SU000230002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Travel; Base Year COST		Each		\$3,880,314.00

All travel shall be in accordance with the Joint Travel Regulations (JTR) and shall be approved by the COR prior to travel.

THE CONTRACTOR SHALL PROVIDE DATA SUPPORTING INVOICES FOR THIS CLIN.

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

				ESTIMATED COST	\$3,880,314.00
	ACRN AA CIN: M0009010SU000230003				\$3,880,314.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Other Direct Cost; Base Year COST		Each		\$350,000.00

Other Direct Costs shall be in accordance with the PWS.

THE CONTRACTOR SHALL PROVIDE DATA SUPPORTING INVOICES FOR THIS CLIN.

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

				ESTIMATED COST	\$350,000.00
	ACRN AA CIN: M0009010SU000230004				\$350,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$0.00

Handler Training Sessions:
FFP

Training Sessions as follows:

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		182,351.02	Each	\$1.00	\$182,351.02

Training Session: S1
FFP

17 X 9-wks / equipment

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$182,351.02
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ACRN AA	\$182,351.02
CIN: M0009010SU000230005AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Training Session: S2 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AB				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Training Session: S3 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AC				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Training Session: S4 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AD				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Training Session: S5 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AE				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Training Session: S6 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AF				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	Training Session: S7 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AG				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH		182,351.02	Each	\$1.00	\$182,351.02

Training Session: S8
FFP

17 X 9-wks / equipment

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$182,351.02
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ACRN AA	\$182,351.02
CIN: M0009010SU000230005AH	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ		182,351.02	Each	\$1.00	\$182,351.02

Training Session: S9
FFP

17 X 9-wks / equipment

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$182,351.02
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ACRN AA	\$182,351.02
CIN: M0009010SU000230005AJ	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK	Training Session: S10 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AK				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL	Training Session: S11 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AL				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM	Training Session: S12 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AM				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AN	Training Session: S13 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AN				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AP	Training Session: S14 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AP				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AQ	Training Session: S15 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AQ				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AR	Training Session: S16 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks / equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
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				NET AMT	\$182,351.02
	ACRN AA CIN: M0009010SU000230005AR				\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AS OPTION	Optional CLIN: Training Session: S17 FFP	182,351.02	Each	\$1.00	\$182,351.02
	17 X 9-wks/equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
					<hr/>
				NET AMT	\$182,351.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AT OPTION	Optional CLIN: Training Session: S18 FFP	182,351.02	Each	\$1.00	\$182,351.02

17 X 9-wks / equipment

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$182,351.02
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AU	Training Session: S19 FFP	311,208.98	Each	\$1.00	\$311,208.98

30 x 9-wks/equipment

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$311,208.98
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ACRN AA	\$311,208.98
CIN: M0009010SU000230005AU	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AV	Training Session: S20 FFP	311,208.98	Each	\$1.00	\$311,208.98
	30 x 9-wks/equipment				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$311,208.98
	ACRN AA CIN: M0009010SU000230005AV				\$311,208.98

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FSR Support Personnel; FFP				\$0.00
	As follows:				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	FSR Support Personnel; FFP	3	Each	\$185,907.04	\$557,721.12
	FSR Support X 6-mos				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$557,721.12
	ACRN AA CIN: M0009010SU000230006AA				\$557,721.12

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	FSR Support Personnel; FFP	3	Each	\$185,907.04	\$557,721.12
	FSR Support X 6-mos				
	FOB: Destination MILSTRIP: M0009010SU00023 PURCHASE REQUEST NUMBER: M0009010SU00023				
				NET AMT	\$557,721.12
	ACRN AA CIN: M0009010SU000230006AB				\$557,721.12

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Optional CLIN: IDD Team Refresher Trng FFP				\$0.00

Training as follows:

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA OPTION	Optional CLIN: Team Refresher Training FFP	512,455.68	Each	\$1.00	\$512,455.68

Team Refresher Training for up to 17 personnel.
18 sessions X 1-5 days per session.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$512,455.68

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB OPTION	Optional CLIN: Team Refresher Training FFP	94,899.20	Each	\$1.00	\$94,899.20

Team Refresher Training for up to 30 personnel.
2 sessions X 1-5 days per session.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$94,899.20
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Optional CLIN: IDD Team Additional Trng FFP				\$0.00

Team Additional Training as follows:

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA OPTION	Optional CLIN: IDD Team Additional Trng FFP	512,455.68	Each	\$1.00	\$512,455.68

Team Additional Training for up to 17 personnel.
18 sessions X 1-10 days.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$512,455.68

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB OPTION	Optional CLIN: IDD Team Additional Trng FFP	94,899.20	Each	\$1.00	\$94,899.20

Team Additional Training for up to 30 personnel.
2 sessions X 1-10 days.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination
MILSTRIP: M0009010SU00023
PURCHASE REQUEST NUMBER: M0009010SU00023

NET AMT \$94,899.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1,710,609.30	Each	\$1.00	\$1,710,609.30
	IDD Logistics & Exercise Support: FFP FOB: Destination MILSTRIP: M0009010SU00023				

	NET AMT	\$1,710,609.30
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	ACRN AA CIN: M0009010SU000230009	\$1,710,609.30
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		3,993,061.93	Each	\$1.00	\$3,993,061.93
	Annual Sustainment Support; Option One FFP				

Annual Sustainment of apprx. 185 canines, in accordance with the attached Performance Work Statement (PWS).

FOB: Destination

	NET AMT	\$3,993,061.93
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		223,764.90	Each	\$1.00	\$223,764.90
OPTION	IDD Deployment Kits: Option one FFP				

FOB: Destination

NET AMT	\$223,764.90
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Each		\$3,996,723.00
OPTION	Travel; Option Year One COST				

All travel shall be in accordance with the Joint Travel Regulations (JTR) and shall be approved by the COR prior to travel.

THE CONTRACTOR SHALL PROVIDE DATA SUPPORTING INVOICES FOR THIS CLIN.

FOB: Destination

ESTIMATED COST	\$3,996,723.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Each		\$360,500.00
OPTION	Other Direct Cost; Option Year One COST				

Other Direct Costs shall be in accordance with the PWS.

THE CONTRACTOR SHALL PROVIDE DATA SUPPORTING INVOICES FOR THIS CLIN.

FOB: Destination

ESTIMATED COST	\$360,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005					\$0.00
OPTION	Handler Training Sessions:OPT 1 FFP				

Training Sessions as follows:

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AA OPTION	Training Session: S1 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB OPTION	Training Session: S2 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AC OPTION	Training Session: S3 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AD OPTION	Training Session: S4 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AE OPTION	Training Session: S5 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AF OPTION	Training Session: S6 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AG OPTION	Training Session: S7 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AH OPTION	Training Session: S8 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AJ OPTION	Training Session: S9 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AK OPTION	Training Session: S10 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AL OPTION	Training Session: S11 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AM OPTION	Training Session: S12 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AN OPTION	Training Session: S13 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

 \$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AP OPTION	Training Session: S14 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks / equipment				
	FOB: Destination				

 NET AMT

 \$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AQ OPTION	Training Session: S15 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks/equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AR OPTION	Training Session: S16 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks/equipment				
	FOB: Destination				

 NET AMT

\$187,821.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AS OPTION	Optional CLIN: Training Session: S17 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks/equipment				
	FOB: Destination				

NET AMT	\$187,821.55
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AT OPTION	Optional CLIN : Training Session: S18 FFP	187,821.55	Each	\$1.00	\$187,821.55
	17 X 9-wks/equipment				
	FOB: Destination				

NET AMT	\$187,821.55
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AU OPTION	Training Session: S19 FFP	320,545.25	Each	\$1.00	\$320,545.25
	30 X 9-wks/equipment				
	FOB: Destination				

 NET AMT

\$320,545.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AV OPTION	Training Session: S20 FFP	320,545.25	Each	\$1.00	\$320,545.25
	30 X 9-wks/equipment				
	FOB: Destination				

 NET AMT

\$320,545.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	FSR Support Personnel; FFP				\$0.00
	As follows:				
	FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AA OPTION	FSR Support Personnel; FFP	3	Each	\$191,484.25	\$574,452.75
	FSR Support X 6-mos				
	FOB: Destination				
				NET AMT	\$574,452.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AB OPTION	FSR Support Personnel; FFP FSR Support X 6-mos FOB: Destination	3	Each	\$191,484.25	\$574,452.75
NET AMT					\$574,452.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Optional CLIN: IDD Team Refresher Trng FFP Team Refresher Training as follows: FOB: Destination				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AA OPTION	Optional CLIN: IDD Team Refresher Trng FFP	527,829.35	Each	\$1.00	\$527,829.35

Team Refresher Training for up to 17 personnel.
18 sessions X 1-5 days

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination

NET AMT	\$527,829.35
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AB OPTION	Optional CLIN: IDD Team RefresherTrng FFP	97,746.18	Each	\$1.00	\$97,746.18

Team Refresher Training for up to 30 personnel.
2 sessions X 1-5 days

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination

NET AMT	\$97,746.18
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Optional CLIN: IDD Team Additional Trng FFP				\$0.00

Team Additional Training as follows:

FOB: Destination

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AA OPTION	Optional CLIN: IDD Team Additional Trng FFP	527,829.35	Each	\$1.00	\$527,829.35

Team Additional Training for up to 17 personnel.
18 sessions X 1-10 days.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination

NET AMT \$527,829.35

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AB		97,746.18	Each	\$1.00	\$97,746.18
OPTION	Optional CLIN: IDD Team Additional Trng FFP				

Team Additional Training for up to 30 personnel.
2 sessions X 1-10 days.

Firm Fixed Price rate per day for each session = (b) (4)

FOB: Destination

NET AMT \$97,746.18

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1,761,927.58	Each	\$1.00	\$1,761,927.58
OPTION	IDD Logistics & Exercise Support: FFP				

Option Year One
FOB: Destination

NET AMT \$1,761,927.58

PERFORMANCE WORK STATEMENT

IMPROVISED EXPLOSIVE DEVICE DETECTOR DOG (IDD) TRAINING, SUSTAINMENT & CONDITIONING AND HANDLER TRAINING

1.0 **Scope.** The scope of this effort is to provide training (e.g., IDDs and handlers), sustainment services (e.g., training, kenneling, basic care, transportation) for the Marine Corps' complement of ~315 Improvised Explosive Device Detector Dog (IDDs). Throughout the period of performance, the total number of IDDs anticipated to require sustainment shall be based upon a high-confidence number of ~185 IDDs located in the Continental United States (CONUS). Base and option year requirements include kenneling, basic care, proficiency and sustainment training, and physical conditioning for not more than ~185 IDDs housed in contractor facility, as well as handler training for up to 332 Marine Corps personnel annually on a firm fixed price basis. Training is anticipated to be conducted annually in 18 sessions with 16 sessions of up to 17 students (13 students as primary handlers, 3 students as alternate handlers and 1 student as the kennel supervisor) and 2 sessions of up to 30 students (26 students as primary handlers, 3 students as alternate handlers and 1 student as the kennel supervisor). Handler training, IDD

Team Additional Training and IDD Team Refresher Training shall be conducted in accordance with the IDD Training Handbook dated 07 Jul 2010 , which includes integration of the IDD teams during their unit's pre-deployment training exercise "Mojave Viper" at Twenty-nine Palms, CA, or at another training venue. The IDD Training Handbook dated 07 Jul 2010 provided at [Attachment 1](#) of the Performance Work Statement (PWS) shall serve as the training and conditioning protocols.

2.0 Background. The Marine Corps has a requirement to sustain a pool of ~315 IDD's (located in CONUS and currently deployed in support of Overseas Contingency Operations (OCO)). This effort consolidates all facets of execution into a cohesive strategy that realizes the efficiencies of a single provider for the total complement of IDD's comprising the capability assets. In pursuing this strategy, the Marine Corps' objective is to provide maximum responsiveness in support of operational requirements by: Ensuring the availability of trained IDD's and handlers to meet the rotational demands; ensuring the highest standards of care and conditioning for IDD's rotating through the operations and sustainment cycle (e.g., train, deploy, return, recover); and ensuring IDD's unable to remain in the working cycle are processed for disposition through Headquarters Marine Corps (HQMC) Military Working Dog (MWD) Program Manager.

3.0 General Requirements. The Contractor shall provide continuous support for IDD capability initiatives as specified below. The Contractor shall:

I. Provide qualified staff and suitable facilities to accommodate the scope of taskings delineated in the PWS.

II. Comply with the IDD Training Handbook dated 07 Jul 2010 and their standards.

III. Identify and retain a Program Manager to coordinate task activities with government principals.

Activity – Anticipated Percentage		Para	Metric
Training for IDD's and Handlers	40%	3.1.1	Reference: QASP / Attachment 2
Sustainment for IDD's	30%	3.1.2	
Logistics and Exercise Support	15%	3.1.3	
Field Service Representative (FSR)	10%	3.1.4	
Management & Administration	5%	3.1.5	

The scope of work associated with each of these task activities may vary based upon the capability precedent throughout the performance period, although not substantially. The IDD Training Handbook dated 07 Jul 2010 shall be used the standards to meet the provisions of the Quality Assurance Surveillance Plan (QASP) at [Attachment 2](#).

3.1 Specific Requirements.

3.1.1 Training for IDD's and Handlers. The Marine Corps has a requirement to provide training and certification for IDD's and training for military handlers as part of a comprehensive capability team that will ensure asset availability to meet operational requirements. The Marine Corps anticipates ~18 handler training sessions with the optimal class size limited to ~17-30 Marine Corps personnel (16 sessions of 17 personnel and 2 sessions of 30 personnel), which will not exceed 9 weeks, inclusive of IDD First Aid Training provided by US Army Veterinarian Corps and integration training. Principal training considerations include, but are not limited to, ensuring a suitable ratio of trainers to IDD's; replicating the in-theater environment to the extent practicable; integrating realistic handler training iterations; coordinating logistics for integration training; and maintaining accurate records to support IDD performance assessment and certification. The Contractor's training program shall comply with the standards stated in the IDD Training Handbook dated 07 Jul 2010 . Training activities shall be coordinated with the Marine Corps Contracting Officer Representative (COR), who will provide guidance and required interface with the Contractor to facilitate execution. Each training iteration (e.g., NTE 18 with 2 option sessions) shall include all required instruction, equipment, and supporting activities necessary to meet the training objectives, based upon the target

student and supervisor complement. If requested by the unit, the Contractor shall deliver the appropriate number of IDD handlers and provide from one (1) to ten (10) days of IDD team additional training at the unit's designated training location in CONUS after completion of IDD handler training and from one (1) to five (5) days of IDD team refresher training at the unit's location in CONUS during the delivery of the IDDs for deployment. The Contractor shall ensure the IDDs and handlers are trained as stated in the Performance Work Statement (PWS) and IDD Training Handbook dated 07 Jul 2010 .

3.1.2 Sustainment for IDDs. The Marine Corps has a requirement to provide sustainment for a complement of ~185 IDDs in CONUS to meet the operational requirements of Marine Corps units. The Contractor shall provide suitable kenneling, feeding, basic care, conditioning/exercise, and socialization to maintain the safety, health, and welfare of the IDDs. The Contractor shall ensure its sustainment incorporates training and conditioning, maintaining the skills and demeanor of the IDDs in accordance with the IDD Training Handbook dated 07 Jul 2010 and the PWS. The Contractor shall adhere to the Code of Federal Regulations, Animal Welfare Act; and shall ensure their facilities and program solution provides a healthy and safe environment for the IDDs in accordance with state and local statutes, and licensing requirements. Sustainment activities shall be coordinated with the COR, who will provide guidance and required interface with the Contractor to facilitate execution.

3.1.3 Logistics and Exercise Support. The Marine Corps has a requirement to provide logistics and exercise support involving the safe transport of the IDDs between sustainment locations and exercise sites. Typically, this will involve a combination of both air and land transport. The majority of integration exercises occur at Twenty-nine Palms, CA. The Contractor shall execute a comprehensive logistics program that ensures the availability of the IDDs at the requisite locations if required for IDD team integration training, IDD team additional training and IDD team refresher training in CONUS. The Contractor shall provide suitable ground and air transport (e.g., accommodate a ~70-lb. dog); include a 'deployment kit' for each IDD, handler, and kennel supervisor (in accordance with the PWS and IDD Training Handbook dated 07 Jul 2010); and provide for all facets of administration (e.g., medical/training records, processing actions) required to move (transport) the IDD complement to participate in training (currently Twenty-nine Palms, CA or at the unit's location in CONUS) and to deliver/recover the IDDs to and from units deployment/returning location (North Carolina and California) for operational requirements. It is projected for the delivery of 260 with an additional 26 as optional IDDs for deployments (50% East Coast/50% West Coast) and the recovery/post deployment assessment of 260 with an additional of 26 as optional IDDs from deployment (50% East Coast/50% West Coast). The Contractor shall also support integration training exercises (as described in the IDD Training Handbook dated 07 Jul 2010) by providing trainers and liaison staff necessary to execute and support the training exercise, (Twenty-Nine Palms, CA) and 16 sessions with an additional 2 sessions as optional of 3 days and 2 sessions of 4 days of Homemade Explosive (HME) imprint training with Contractor trainers at Yuma Proving Ground, AZ, as well as sustainment/kenneling facilities necessary to maintain health and safety standards required for the IDDs except during the unit's pre-deployment training exercise. Logistics and exercise support activities shall be coordinated with the COR, who will provide guidance and required interface with the Contractor to facilitate execution..

3.1.4 Field Service Representative. The Marine Corps has a requirement to provide up to three (3) Field Service Representatives (FSR's) for NTE 180-day continuous deployment periods to support IDD employment by Marine Corps operating forces in Outside Continental United States (OCONUS) theaters of operation. Section VII, Chapter 4 of the IDD Training Handbook dated 07 Jul 2010 addresses roles and responsibilities of the FSR's, as well as the type and scope of support that will be provided to facilitate mission execution. Operational conditions may dictate changes to the core FSR functions, however, prior to deployment the COR will coordinate all required compliances and clearances necessary to ensure mission success. The COR will coordinate with hosting units, ensure availability of accommodations, validate the scope of responsibilities, and accommodate changes that warrant a significant departure from anticipated mission roles. The COR will also coordinate all required actions necessary to ensure efficient theater ingress/egress. This includes coordinating with CONUS/OCONUS parties responsible for Contractor oversight, ensuring all administrative and logistics (e.g., medical, insurance, transportation) actions are accomplished, and handling Synchronized Pre-deployment and Operational Tracker (SPOT) inputs for clearance into the Area of Operations (AO) (see DFARS clause 252.225-7040 herein). The Contractor shall ensure the FSRs have and maintain a Secret security clearance.as stated in the IDD Training Handbook, and establish the necessary administrative infrastructure and management oversight required to effectively deploy and provide corporate support

to FSR's within the operating theater(s), as well as to coordinate with the COR to ensure safe and effective mission execution under the circumstances.

3.1.5 Management and Administration. The Marine Corps has requirements to establish a cohesive management support strategy to execute the objectives of the IDD capability. This includes oversight of all facets related to training, sustainment, transition of custody/ownership of IDDs between parties, and the coordination of logistics in response to operational requirements. Key performance facets include establishing overarching training schedules, conducting periodic program status reviews, reconciling performance anomalies, and collaborating on 'lessons-learned' to improve sustainment, conditioning, training, and logistics execution. The COR will provide program guidance and the required Contractor interface to facilitate execution.

4.0 Facilities, Travel, and ODCs. The Contractor shall provide all required facilities and associated infrastructure to meet the capacity, health, and safety requirements for the anticipated complement of ~185-IDDs. These facilities shall be retained compliant with appropriate standards for the duration of the contract period. Additionally, as required, the Contractor shall host reviews and working groups (e.g., 10-20 government personnel) throughout the course of performance. Such facilities are not reimbursed as ODCs and any ancillary charges must be identified in the proposal at the time of submission. Access to Government buildings will be granted for Contractor staff. Travel outside the local region is anticipated and will include Marine Corps bases CONUS and possibly OCONUS. Travel and ODCs are reimbursed at cost based upon approved receipts, or other suitable verification of charges in accordance with the Joint Travel Regulations (JTR).

ATTACHMENT 1

IDD Handbook – 07 Jul 2010

Attachment 2

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the IDD training, sustainment, & conditioning and handler training tasks. This document will be used by the government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

2. Government Surveillance. The program office will identify a Technical Representative for this task, and her/his authority will be limited to administering only the technical aspects of the work performance under this task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the Contracting Officer. The Technical Representative will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- Approve priorities of support, resources, and associated schedules.

3. Surveillance Methods. Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP and the standards are delineated by Work Breakdown Structure (WBS) element in the Performance Requirements Survey (PRS) table at Enclosure 1:

Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

Inspections: A qualitative inspections can be accomplished through one of the following techniques:

Random or Stratified Sampling: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

Periodic Inspection, Judgmental Inspection or Planned Sampling: This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis.

4. Performance Requirements. The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. Enclosure 1 of this document provides standards for performance for specific requirements:

Training for IDD's and Handlers. The Government will evaluate how well the Contractor's has demonstrated a comprehensive training capability of IDD's and handlers, providing IDD and handler training equipment, and maintaining IDD training records in responding to the requirements and standards described in the PWS. The Government will evaluate the Contractor's conformance to the IDD Training Handbook dated 07 Jul 2010 ; the competence and qualifications of its trainers and instructor staff.

Sustainment for IDD's. The Government will evaluate the Contractor's demonstrated capability to meet the kenneling, feeding, basic care, sustainment, training, conditioning, and socialization to maintain the safety, health, and welfare of the IDD's; and ensuring the ability to provide continuous quality technical support. The Government will evaluate how well the Contractor executes a program in response to the functional requirements, and fully complies with the quality standards in the IDD Training Handbook dated 07 Jul 2010 .

Logistics and Exercise Support. The Government will evaluate the Contractor's logistics and exercise support program. The Government will evaluate how well the Contractor integrates training exercise support to include IDD, handler and kennel supervisor deployment equipment (as described in the IDD Training Handbook dated 07 Jul 2010), performance of qualified trainers and liaison staff in executing and supporting training exercises and Homemade Explosive (HME) imprint training sessions; as well as sustainment facilities necessary to maintain health and safety standards.

Field Service Representative (FSR). The Government will evaluate how well the Contractors complies with the requirements for FSR support, including compliance with the rotational cycle, qualifications standards for support staff, and process controls necessary to interface effectively with deployed staff and government program sponsors as set forth in the IDD Training Handbook dated 07 Jul 2010 .

Management and Administration. The Government will evaluate the Contractors capability to execute the management, administration, and logistics support requirements necessary to ensure an effective program execution. The Government will evaluate how effective the Contractors management and administration plan supports the organizational structure, facilities and infrastructure, staff qualifications, and maturity of quality processes to execute all facets of the requirements set forth in the PWS.

Enclosure 1

Performance Objective	PWS	Performance Standard	Acceptable Quality Level	Method of Surveillance	Incentives
Training for IDD's and Handlers	3.1.1	<ul style="list-style-type: none"> - 100% compliance with training, sustainment and conditioning protocols; - <10% attrition of handlers/ IDD's participating in the program. 	100%	IDD's: Inspection – Monthly Certification – As required Handlers: Class Critiques – Monthly In-Progress Review - Monthly	Option Exercise; CPARS/ FAPIS Rating
Sustainment for IDD's	3.1.2	<ul style="list-style-type: none"> - No loss of IDD's resulting from negligence, or improper care [100%]; - <5% negative findings resulting from on-site H&S inspections; - >.95% IDD availability to support operational requirements. 	100%	Inspection - Monthly	Option Exercise; CPARS/ FAPIS Rating
Logistics and Exercise Support	3.1.3	<ul style="list-style-type: none"> - 100% compliance with exercise schedules and 	100%	IDD Teams: Inspection – Monthly	Option Exercise;

		execution phases; - Logistics support and exercise facilitization meets program goals.		In-Progress Review - Monthly	CPARS/ FAPIIS Rating
Field Service Representative (FSR)	3.1.4	- 100% compliance with training, sustainment conditioning protocols and training cycles as set forth in the IDD Training Handbook;	100%	FSR Status Report – Monthly In-Progress Review - Monthly	Option Exercise; CPARS/ FAPIIS Rating
Management and Administration	3.1.5	- Program execution meets, or exceeds PWS. - <3 unresolved program issues related to contract objectives annually.	100%	In-Progress Review - Monthly	Option Exercise; CPARS/ FAPIIS Rating

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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
0005AF	Destination	Government	Destination	Government
0005AG	Destination	Government	Destination	Government
0005AH	Destination	Government	Destination	Government
0005AJ	Destination	Government	Destination	Government
0005AK	Destination	Government	Destination	Government
0005AL	Destination	Government	Destination	Government
0005AM	Destination	Government	Destination	Government
0005AN	Destination	Government	Destination	Government
0005AP	Destination	Government	Destination	Government
0005AQ	Destination	Government	Destination	Government
0005AR	Destination	Government	Destination	Government
0005AS	Destination	Government	Destination	Government
0005AT	Destination	Government	Destination	Government
0005AU	Destination	Government	Destination	Government
0005AV	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0006AA	Destination	Government	Destination	Government

0006AB Destination	Government	Destination	Government
0007 Destination	Government	Destination	Government
0007AA Destination	Government	Destination	Government
0007AB Destination	Government	Destination	Government
0008 Destination	Government	Destination	Government
0008AA Destination	Government	Destination	Government
0008AB Destination	Government	Destination	Government
0009 Destination	Government	Destination	Government
1001 Destination	Government	Destination	Government
1002 Destination	Government	Destination	Government
1003 Destination	Government	Destination	Government
1004 Destination	Government	Destination	Government
1005 Destination	Government	Destination	Government
1005AA Destination	Government	Destination	Government
1005AB Destination	Government	Destination	Government
1005AC Destination	Government	Destination	Government
1005AD Destination	Government	Destination	Government
1005AE Destination	Government	Destination	Government
1005AF Destination	Government	Destination	Government
1005AG Destination	Government	Destination	Government
1005AH Destination	Government	Destination	Government
1005AJ Destination	Government	Destination	Government
1005AK Destination	Government	Destination	Government
1005AL Destination	Government	Destination	Government
1005AM Destination	Government	Destination	Government
1005AN Destination	Government	Destination	Government
1005AP Destination	Government	Destination	Government
1005AQ Destination	Government	Destination	Government
1005AR Destination	Government	Destination	Government
1005AS Destination	Government	Destination	Government
1005AT Destination	Government	Destination	Government
1005AU Destination	Government	Destination	Government
1005AV Destination	Government	Destination	Government
1006 Destination	Government	Destination	Government
1006AA Destination	Government	Destination	Government
1006AB Destination	Government	Destination	Government
1007 Destination	Government	Destination	Government
1007AA Destination	Government	Destination	Government
1007AB Destination	Government	Destination	Government
1008 Destination	Government	Destination	Government
1008AA Destination	Government	Destination	Government
1008AB Destination	Government	Destination	Government
1009 Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 30-SEP-2010 TO 29-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
0002	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0003	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0004	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005	N/A	N/A	N/A	N/A
0005AA	POP 30-SEP-2010 TO 29-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
0005AB	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AC	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AD	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AE	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AF	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AG	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AH	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AJ	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AK	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AL	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090

0005AM POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AN POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AP POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AQ POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AR POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AS POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AT POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AU POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0005AV POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0006 N/A	N/A	N/A	N/A
0006AA POP 30-SEP-2010 TO 29-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
0006AB POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0007 N/A	N/A	N/A	N/A
0007AA POP 30-SEP-2010 TO 29-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
0007AB POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0008 N/A	N/A	N/A	N/A

0008AA	POP 30-SEP-2010 TO 29-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
0008AB	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
0009	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1001	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1002	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1003	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1004	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005	N/A	N/A	N/A	N/A
1005AA	POP 30-SEP-2011 TO 29-SEP-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
1005AB	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AC	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AD	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AE	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AF	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AG	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AH	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090

1005AJ	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AK	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AL	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AM	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AN	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AP	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AQ	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AR	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AS	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AT	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AU	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1005AV	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1006	N/A	N/A	N/A	N/A
1006AA	POP 30-SEP-2011 TO 29-SEP-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
1006AB	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1007	N/A	N/A	N/A	N/A
1007AA	POP 30-SEP-2011 TO 29-SEP-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090

1007AB POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1008 N/A	N/A	N/A	N/A
1008AA POP 30-SEP-2011 TO 29-SEP-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE DC 20380 SEE SCHEDULE FOB: Destination	M00090
1008AB POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00090
1009 N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 170110627A0 252 00027 067443 2D M00090
 COST CODE: 0SU00023CSBH
 AMOUNT: \$14,690,406.76
 CIN M0009010SU000230001: \$3,876,759.16
 CIN M0009010SU000230002: \$217,247.78
 CIN M0009010SU000230003: \$3,880,314.00
 CIN M0009010SU000230004: \$350,000.00
 CIN M0009010SU000230005AA: \$182,351.02
 CIN M0009010SU000230005AB: \$182,351.02
 CIN M0009010SU000230005AC: \$182,351.02
 CIN M0009010SU000230005AD: \$182,351.02
 CIN M0009010SU000230005AE: \$182,351.02
 CIN M0009010SU000230005AF: \$182,351.02
 CIN M0009010SU000230005AG: \$182,351.02
 CIN M0009010SU000230005AH: \$182,351.02
 CIN M0009010SU000230005AJ: \$182,351.02
 CIN M0009010SU000230005AK: \$182,351.02
 CIN M0009010SU000230005AL: \$182,351.02
 CIN M0009010SU000230005AM: \$182,351.02
 CIN M0009010SU000230005AN: \$182,351.02
 CIN M0009010SU000230005AP: \$182,351.02
 CIN M0009010SU000230005AQ: \$182,351.02
 CIN M0009010SU000230005AR: \$182,351.02
 CIN M0009010SU000230005AU: \$311,208.98
 CIN M0009010SU000230005AV: \$311,208.98
 CIN M0009010SU000230006AA: \$557,721.12
 CIN M0009010SU000230006AB: \$557,721.12
 CIN M0009010SU000230009: \$1,710,609.30

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013)	JUN 2010
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.233-1	Disputes	JUL 2002
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(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.

___ (9)(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.

___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(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.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 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.)

___ (28)(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.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(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.

X (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 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.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(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 (SEP 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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(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 15 days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 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 30 months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 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.acquisition.gov

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(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) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

- (6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) X 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ___ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) X 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(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.

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

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

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 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 (JUL 2009)

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

- (i) United States, host country, and third country national laws;
 - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (e) Pre-deployment requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
 - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
 - (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
 - (v) All personnel have received personal security training. At a minimum, the training shall--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--
 - (1) A military-run training center; or
 - (2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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

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

(i) Military clothing and protective equipment.

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

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

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

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

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

(j) Weapons.

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

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

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

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

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

(End of clause)

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

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

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

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from : CMC code PS; Telephone, DSN 224-4177 or commercial (703) 614-4177.

(End of clause)

252.225-7997

252.225-7997 Additional Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION 2010-O0014) (AUGUST 2010).

a. The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

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

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

b. The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

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

c. The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

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

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

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

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

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

(End of clause.)

CLAUSES INCORPORATED BY FULL TEXT

U3 –DD 250 RECEIVING REPORT SUBMISSION THROUGH WIDE AREA WORKFLOW - RECEIPT AND ACCEPTANCE (WAWF-RA)

NOTICE TO RECEIVERS/ACCEPTORS OF SUPPLIES AND/OR SERVICES:

It is the responsibility of the receiving activity to electronically submit to DFAS through WAWF-RA the DD-250, receipt/inspection and acceptance of supplies and/or services. Electronic submission shall be initiated no later than 7 days after receipt.

For further explanation refer to the following websites:

<https://wawf.eb.mil>

<http://www.marcorsyscom.usmc.mil/sies/pa/receipts.asp>

USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2008)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. *The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.*

The USMC WAWF-RA point of contact (POC) for this contract is Ms. Rebecca Mauck, and can be reached at telephone number (703) 784-1928; email address rebecca.mauck@usmc.mil.

The contractor is directed to use the "Combo" format when processing invoices and receiving reports.

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

The Contracting Office provides the following to assist the contractor with entering data in WAWF-RA, as follows:

Contract Number	M00264-10-C-0022
Delivery Order	
Cage Code/Ext	1WCB6
Pay DoDAAC	M67443
Issue Date	Refer to Block #31c on the SF 1449
Issue By DoDAAC	M00264
Admin By DoDAAC	M00264
Ship To Code/Ext	M00090

Ship From Code/Ext	(Normally leave Blank)
LPO DoDAAC	“Leave Blank” (Instruct the contractor to leave blank unless Navy Pay Office. If so, insert correct LPO DoDAAC)
Acceptor Email Address	william.c.childress@usmc.mil
Inspect By DoDAAC/Ext	“Leave Blank” (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

In some situations the WAWF-RA system will pre-populate the “Issue By DoDAAC”, “Admin By DoDAAC” and “Pay DoDAAC”. Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for “Combo,” “2-in-1,” and “Cost Voucher” are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under “Vendor Interface” section. On the Vendor Interface page click on “WAWF-RA” header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either “Combo,” “2-in-1,” or “Cost Voucher” to download the instructions.

NOTE TO CONTRACTOR:

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

(End of clause)

COR: Mr. William Childress at 703-692-4250

Contractor POC: Mr. Mike Dougherty at 757-332-0922.

ADDITIONAL INFORMATION

DEPLOYMENT OF FIELD SERVICE REPRESENTATIVE

a. Deployment means the movement of personnel into a theater of operation in support of a Marine contingency/operation. This can be either movement from CONUS to OCONUS or from one OCONUS area to another OCONUS area that is supporting a Marine operation.

b. General

(1) This general guidance addresses the deployment of contractor personnel in support of Marine forces in combat, contingency, or an exercise. Contract performance in support of combat or contingency operations is inherently dangerous. The contractor accepts the risks associated with contract performance in support of Marine operations that may be required for performance of the contract.

(2) Each contingency will evolve differently depending upon Theater Commander's guidance impacting on the deployment. The contractor is obligated to request any specific information needed prior to or during the time of deployment from the Contracting Officer or COR.

c. Management

(1) The contractor shall ensure that all contractor employees, including sub-contractors, comply with all (i) Battlefield Services, DOD regulations, directives, instructions, policies, and procedures, U.S. Host Country, local and international laws and regulations and treaties and international agreements (e.g., SOFAs, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.

(2) The contractor shall ensure that all personnel are briefed on adherence to all laws and regulations of the host country. The contractor shall make reasonable efforts to become informed and comply with all orders, directives, and instructions relating to force protection, health and safety. If the contractor believes that its compliance with such orders, directives, instructions cause a change in the contract that will affect the price or cost of the contract, the contractor must notify the Contracting Officer in writing within 60 calendar days of becoming aware of the change. Failure to do so may waive the contractor's right to an equitable adjustment.

(3) The contractor shall be responsible for ensuring that employees assigned to this contract comply with the applicable laws and regulations of the host country and any political subdivisions thereof. The contractor is also responsible for ensuring that such employees comply with military rules and regulations when employed in areas under the jurisdiction of the applicable Commanding Officer. In the event that a contractor's employee is barred from continuing to perform under the contract for failure to comply with the laws, rules, and regulations, the costs incurred by the contractor as a result of the removal of the employee or the substitution of a replacement employee shall not be reimbursable under this contract. The disallowed costs would include relocation costs incurred by the contractor to furnish a suitable substitute employee for the overseas assignment.

(4) The Contracting Officer is the only authorized official who shall increase, decrease, or alter the scope of work to be performed. Any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

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

(6) The Marine Corps Information Operation Center (MCIOC) will provide contractor employees with government billeting in deployment situations.

(6) The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

d. Force Protection

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

f. Clothing, Equipment, and Central Registration

(1) To distinguish contractor employees as non-combatants, when accompanying the force, they are not authorized to wear military clothing unless specifically authorized by a waiver. Contractor employees may wear specific items required for safety and security such as ballistic or Nuclear, Biological, and Chemical (NBC) protective clothing. If required, the contractor is authorized to purchase the required Organizational Clothing & Individual Equipment (OCIE) on a reimbursable basis on the Other Direct Cost (ODC) CLIN.

(2) The contractor shall ensure that all OCIE are returned to the point of issue. The OCIE is Government furnished property.

g. Weapons and Training

Contractor personnel may NOT possess privately owned firearms/weapons in the area of responsibility (AOR), unless authorization is obtained pursuant to DFARS 252.225-7040.

h. Passports, Visas, and Customs

The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

i. Legal Assistance

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

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

j. Medical Requirements

(1) Pre-deployment and Post-deployment Medical Evaluation

All personnel deploying to an AOR through shall be medically and psychologically fit for deployment and for performance of their contracted duties. The Contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoD Instruction 3020.41, 4.8.1 and include dental records, DNA analysis and immunizations. Individuals who are deemed not medically qualified during the deployment process or require extensive preventative dental care will not be authorized to deploy. Conditions that usually preclude granting of medical clearances are identified at DoD Instruction 3020.41. Upon return from deployment, Contractor Personnel may be required to obtain post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual Task Order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the Contracting Officer.

(2) Medications and Eyewear

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

(3) Medical Screening and Evaluation of Other Contract Personnel

The Contractor shall ensure that medical screening and evaluation is performed for all Contractor Personnel, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of U.S. military forces or other Contractor Personnel. The medical screening and evaluation shall be performed, at a minimum, for the following:

- (a) testing and detection of communicable diseases and other diseases known to be prevalent in the local region where recruited and where assigned;
- (b) current, up-to-date record of vaccinations and immunizations, as appropriate for the areas where assigned;
- (c) active tuberculosis;
- (d) hepatitis;
- (e) Human Immunodeficiency Virus (HIV), subject to applicable law and host nation requirements;
- (f) tests, as appropriate, for current usage of narcotics and illegal drugs, consistent with applicable law and host nation requirements.

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

k. Security and Background Checks

Prior to deployment, the contractor shall assure that all deploying personnel have adjudicated SECRET clearances.

l. Next of Kin Notification

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official, as well as place a copy in the deployment file to be hand carried to the area of operation.

m. Allowable Differential Pay

- (1) Hazardous Duty Pay
- (2) Danger Pay

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to

prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

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

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

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

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

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

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

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

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

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

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

- Contract Number
- Contract Description & Location
- Company Name
- Reporting party:
Name
Phone number
e-mail address
- Victim:
Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence

-Incident:
 Description
 Location
 Date and time

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oralmaxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

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

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

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

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

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

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

MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

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

The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

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

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.

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

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer..

NOTE: This requirement is 100% set aside for Service Disabled Veteran-Owned Small Business.