

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 21-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. 1300198188	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 erin.neylon@navy.mil 843-218-4877 Ext. 4877	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080	CODE S1103A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Scientific Research Corporation 2300 Windy Ridge Parkway Suite 400 South Atlanta GA 30339		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4121-V702
		10B. DATED (SEE ITEM 13) 12-Apr-2010
CAGE CODE 0D5A6	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William F Tobin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/William F Tobin (Signature of Contracting Officer)	16C. DATE SIGNED 22-Mar-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to realign ceiling and add incremental funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$8,266,288.78 by \$2,333,963.39 to \$10,600,252.17.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400120	OTHER	0.00	87,000.00	87,000.00
400121	OTHER	0.00	1,235,000.00	1,235,000.00
400122	OTHER	0.00	190,000.00	190,000.00
400123	OTHER	0.00	216,077.03	216,077.03
400124	OTHER	0.00	71,898.95	71,898.95
400125	OTHER	0.00	218,234.44	218,234.44
600120	OTHER	0.00	22,737.96	22,737.96
600121	OTHER	0.00	62,000.34	62,000.34
600122	OTHER	0.00	10,000.00	10,000.00
600123	OTHER	0.00	9,792.38	9,792.38
600124	OTHER	0.00	203,361.93	203,361.93
600125	OTHER	0.00	7,860.36	7,860.36

The total value of the order is hereby increased from \$9,036,434.04 by \$2,261,149.35 to \$11,297,583.39.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4001	4,023,683.30	2,012,308.31	6,035,991.61
6001	575,205.00	248,841.04	824,046.04

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This order is incrementally funded and the amount currently available for payment hereunder is limited to \$10,600,252.17. It is estimated that these funds will cover the cost of performance through 12 January 2012. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$10,600,252.17 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED

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4001	\$ 6,035,991.61	\$ 2,018,210.42	\$ 6,035,991.61	\$ 0.00
6001	\$ 824,046.04	\$ 315,752.97	\$ 824,046.04	\$ 0.00
TOTAL	\$ 6,860,037.65	\$ 4,732,761.04	\$ 8,266,288.78	\$ 770,145.26

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER)	1.0 Lot	\$3,599,579.39	\$287,966.35	\$3,887,545.74
100101	ACRN:AA TASK: 8.1 (OTHER)				
100102	ACRN:AB TASK ANTANANARIVO (OTHER)				
100103	ACRN:AC TASK RIGA (OTHER)				
100104	ACRN:AD TASK TIJUANA (OTHER)				
100105	ACRN: AE TASK Libreville (OTHER)				
100106	ACRN: AF TASK Mumbai (OTHER)				
100107	ACRN: AG TASK Karachi (OTHER)				
100108	ACRN: AH TASK Jeddah (OTHER)				
100109	ACRN: AJ TASK Valetta (OTHER)				
100110	ACRN: AK TASK Tijuana (OTHER)				
100111	ACRN: AL TASK RIGA (OTHER)				
100112	ACRN: AM TASK Lusaka (OTHER)				
100113	ACRN: AN TASK Sanaa (OTHER)				
100114	ACRN: AP TASK PGM SPT				

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(OBO/CFSM/FAC)
7672
(OTHER)

100115 ACRN: AQ
TASK PGM SPT
(OBO/CFSM/FAC)
7664
(OTHER)

100116 ACRN: AR
TASK Dubai
(OTHER)

100117 ACRN: AS
TASK Guangzhou
(OTHER)

100118 ACRN: AT
TASK Malabo
(OTHER)

100119 ACRN: AU
TASK Podgorica
(OTHER)

100120 ACRN: AV
TASK Monterrey
(OTHER)

100121 ACRN: AW
TASK Bujumbura
(OTHER)

100122 ACRN: AX
TASK Kabul
(OTHER)

100123 ACRN: AY
TASK Podgorica
(OTHER)

100124 ACRN: AZ
TASK SUVA (OTHER)

100125 ACRN: BA
TASK MUNICH
(OTHER)

100126 ACRN:BB
TASK TIJUANA
(OTHER)

100127 ACRN: BC
TASK Karachi
(OTHER)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO)	1.0 Lot	\$550,000.00

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Bureau. (OTHER)

300101 ACRN: AA
ODCs TASK 8.1
(OTHER)

300102 ACRN: AE
ODCs TASK
Libreville
(OTHER)

300103 ACRN: AF
ODCs TASK Mumbai
(OTHER)

300104 ACRN: AG
ODCs TASK Karachi
(OTHER)

300105 ACRN: AH
ODCs TASK Jeddah
(OTHER)

300106 ACRN: AJ
ODCs TASK Valetta
(OTHER)

300107 ACRN: AK
ODCs TASK Tijuana
(OTHER)

300108 ACRN: AL
ODCs TASK Riga
(OTHER)

300109 ACRN: AM
ODCs TASK Lusaka
(OTHER)

300110 ACRN: AN
ODCs TASK Sanaa
(OTHER)

300111 ACRN: AP
ODCs TASK PGM SPT
(OBO/CFSM/FAC)
7672 (OTHER)

300112 ACRN: AQ
ODCs TASK PGM SPT
(OBO/CFSM/FAC)
7664 (OTHER)

300113 ACRN: AR
ODCs TASK Dubai
(OTHER)

300114 ACRN: AS
ODCs TASK
Guangzhou (OTHER)

300115 ACRN: AT
ODCs TASK Malabo
(OTHER)

300116 ACRN: AU
ODCs TASK
Podgorica (OTHER)

300117 ACRN: AV
ODCs TASK
Monterrey (OTHER)

300118 ACRN: AW

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ODCs TASK
Bujumbura (OTHER)

- 300119 ACRN: AX
ODCs TASK KABUL
(OTHER)
- 300120 ACRN: AY
ODCs TASK
Podgorica (OTHER)
- 300121 ACRN: AZ
ODCs TASK SUVA
(OTHER)
- 300122 ACRN: BA
ODCs TASK MUNICH
(OTHER)
- 300123 ACRN: BB
ODCs TASK Tijuana
(OTHER)
- 300124 ACRN: BC
ODCs TASK Karachi
(OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER)	1.0 Lot	\$5,588,881.12	\$447,110.49	\$6,035,991.61
400101	ACRN: BD TASK Amsterdam (OTHER)				
400102	ACRN: BE TASK Baghdad (OTHER)				
400103	ACRN: BF TASK Belgrade (OTHER)				
400104	ACRN: BG TASK Bucharest (OTHER)				
400105	ACRN: BH TASK Bujumbura (OTHER)				
400106	ACRN: BJ TASK Canberra (OTHER)				
400107	ACRN: BK TASK Dubai (OTHER)				

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400108 ACRN: BL
TASK Islamabad
(OTHER)

400109 ACRN: BM
TASK Kabul
(OTHER)

400110 ACRN: BN
TASK Lagos
(OTHER)

400111 ACRN: BP
TASK Libreville
(OTHER)

400112 ACRN: BQ
TASK Malabo
(OTHER)

400113 ACRN: BR
TASK Monterrey
(OTHER)

400114 ACRN: BS
TASK Mumbai
(OTHER)

400115 ACRN: BT
TASK Podgorica
(OTHER)

400116 ACRN: BU
TASK Sana'a
(OTHER)

400117 ACRN: BV
TASK Pgm spt CM
(OTHER)

400118 ACRN: BW
TASK Pgm spt PDC
(OTHER)

400119 ACRN: BX
TASK Pgm spt FAC
(OTHER)

400120 ACRN: BY
TASK Dakar
(OTHER)

400121 ACRN: BZ
TASK Kabul
(OTHER)

400122 ACRN: CA
Construction Mgmt
(OTHER)

400123 ACRN: CB
Islamabad (OTHER)

400124 ACRN: CC
Facilities Mgmt
(OTHER)

400125 ACRN: CD
Security Mgmt
(OTHER)

4002 program
management,
engineering

1.0 Lot \$1,999,484.90 \$159,958.79 \$2,159,443.69

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expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER) Option

4003	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER) Option	1.0 Lot	\$4,006,530.97	\$320,522.47	\$4,327,053.44
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4004	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER) Option	1.0 Lot	\$4,146,759.53	\$331,740.76	\$4,478,500.29
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. (OTHER)	1.0 Lot		\$824,046.04
600101	ACRN: BD TASK ODCs Amsterdam (OTHER)			
600102	ACRN: BE TASK ODCs Baghdad (OTHER)			
600103	ACRN: BF TASK ODCs Belgrade (OTHER)			
600104	ACRN: BG TASK ODCs Bucharest (OTHER)			

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600105 ACRN: BH
TASK ODCs
Bujumbura (OTHER)

600106 ACRN: BJ
TASK ODCs
Canberra (OTHER)

600107 ACRN: BK
TASK ODCs Dubai
(OTHER)

600108 ACRN: BL
TASK ODCs
Islamabad (OTHER)

600109 ACRN: BM
TASK ODCs Kabul
(OTHER)

600110 ACRN: BN
TASK ODCs Lagos
(OTHER)

600111 ACRN: BP
TASK ODCs
Libreville
(OTHER)

600112 ACRN: BQ
TASK ODCs Malabo
(OTHER)

600113 ACRN: BR
TASK ODCs
Monterrey (OTHER)

600114 ACRN: BS
TASK ODCs Mumbai
(OTHER)

600115 ACRN: BT
TASK ODCs
Podgorica (OTHER)

600116 ACRN: BU
TASK ODCs Sana'a
(OTHER)

600117 ACRN: BV
TASK ODCs Pgm
spt CM (OTHER)

600118 ACRN: BW
TASK ODCs Pgm
spt PDC (OTHER)

600119 ACRN: BX
TASK ODCs Pgm spt
FAC (OTHER)

600120 ACRN: BY
TASK Dakar
(OTHER)

600121 ACRN: BZ
TASK Kabul
(OTHER)

600122 ACRN: CA
Construction MGMT
(OTHER)

600123 ACRN: CB

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TASK Islamabad
(OTHER)

600124 ACRN: CC
Facilities Mgmt
(OTHER)

600125 ACRN: CD
Security Mgmt
(OTHER)

6002 program 1.0 Lot \$396,158.96
management,
engineering
expertise and
administrative
support to assist
and support the
Department of
State (DoS)
Overseas Building
Operations (OBO)
Bureau. (OTHER)
Option

6003 program 1.0 Lot \$665,000.00
management,
engineering
expertise and
administrative
support to assist
and support the
Department of
State (DoS)
Overseas Building
Operations (OBO)
Bureau. (OTHER)
Option

6004 program 1.0 Lot \$725,000.00
management,
engineering
expertise and
administrative
support to assist
and support the
Department of
State (DoS)
Overseas Building
Operations (OBO)
Bureau. (OTHER)
Option

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**
*(inclusive of Prime and any proposed Subcontractor(s))

Base Period	_____	_____	_____
Option 1	_____	_____	_____
Option 2	_____	_____	_____
Option 3	_____	_____	_____
Option 4	_____	_____	_____

**Contractor is to identify basis for fixed fee amount: ___ Prime Hours Only ___ Total Staff-Hours

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The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that ___ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This order is incrementally funded and the amount currently available for payment hereunder is limited to \$10,600,252.17. It is estimated that these funds will cover the cost of performance through 12 January 2012. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$10,600,252.17 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED

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4001	\$ 6,035,991.61	\$ 2,018,210.42	\$ 6,035,991.61	\$ 0.00
6001	\$ 824,046.04	\$ 315,752.97	\$ 824,046.04	\$ 0.00
TOTAL	\$ 6,860,037.65	\$ 4,732,761.04	\$ 8,266,288.78	\$ 770,145.26

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN-CHARLESTON, Code 56340, DoS Embassy Engineering Support

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston is acquiring Program Management, Subject Matter expertise, Administrative and Logistics support to assist the Department of State (DoS) Overseas Building Operations (OBO) projects.

2.0 BACKGROUND

The U.S. Department of State (DoS) initiated the Capital Security program in the aftermath of the 1998 terrorist bombings of U.S. embassies in Kenya and Tanzania that resulted in over 250 dead and over 4000 wounded. Based on the findings of a presidential commission, the Department of State initiated engineering projects at U.S. embassies around the world with a goal to provide improved infrastructure and force protection. The desired result would be an improvement in the facilities and physical and network layer foundations required for standardized, interoperable networks and telecommunications infrastructures compliant with federal government standards.

3.0 SCOPE

The objective of this Task Order is to obtain the full range of program management, engineering expertise and administrative support to assist and support the Department of State (DoS) Overseas Building Operations (OBO) Bureau. The range of Task Order services required span subject matter expertise to administrative and support services with skill sets and experience that match Code -56340's need to comply with and respond to DoD, DoS and SPAWAR requirements providing engineering analysis, development, planning, directing, managing and coordinating all of the functions that the added support of Code-56340 will provide while maintaining the level of quality and the goals of Department of State's Overseas Building Operations. The average number of deployed engineers is eighteen and the contractor must be able to sustain these numbers from year to year. The contractor must be able to maintain a pool of qualified alternates to minimize delays in providing an engineer to new manning requirements.

4.0 PLACE OF PERFORMANCE

Work shall be performed at locations and US embassies worldwide as directed by the OBO Bureau, and the below listed sites:

SPAWAR Charleston, SC

OBO Bureau, Washington DC.

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5.0 APPLICABLE DIRECTIVES / REFERENCES

DoS Foreign Affairs Manual (FAM)

Construction and Commissioning Guidebook

OBO's standards of quality

6.0 SECURITY

Contractor personnel must possess a **SECRET** level clearance with a minimum of 4 contractor personnel at the Top Secret level clearance for overseas assignments.

7.0 COR DESIGNATION/TASK ORDER MANAGER

The TOM for this Task Order is: Richard Dandridge, Code 524RD, (843) 218-4677

8.0 PERFORMANCE REQUIREMENTS

8.1 PROGRAM MANAGEMENT

a. Provide Program Management support of all assigned tasks in support of DoS programs and/or projects. Must be proficient in the following financial systems in order to track and report on all DoS programs and/or projects.

Global Financial Management System (GFMS);

Budget Resource Management System (BRMS)

b. Analyze and process Requests for Equitable Adjustments and Claims

c. Develop written procedures and guidelines for use in performing and documenting project activities.

d. Prepare reports on costs expended to date and projection to increase costs; cost overruns and/or decrease in projected costs. Cost reports will be prepared for each site location.

e. Assist the DoS PD in developing and maintaining project schedules, using Primavera, to meet established requirements and milestones.

f. As directed, assist the DoS PD or the SSC-C PE with the development and preparation of presentations and special reports as related to DoS programs and/or projects.

g. Participate in project meetings and conferences as appropriate. When required, prepare minutes of project meetings and submit to PD.

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8.2 PROVIDE ENGINEERING SUPPORT TO OBO

- a. Assist the OBO Project Director (PD) in engineering, planning, directing, managing and coordinating Embassy infrastructure restoration projects.
- b. Provide engineering subject matter expertise to the OBO PD in planning, coordinating, evaluating, and scheduling work to ensure that standards of quality, schedule, and cost goals are met. Work with the assigned project team members to achieve the highest possible effectiveness in meeting the scope, schedule and cost goals of OBO's projects.
- c. Ensure that technical review of the project engineering documents has been performed and that it is complete and accurate.
- d. Develop a working knowledge of all engineering technical and administrative requirements of the project.
- e. Ensure that an appropriate safety and accident prevention plan is implemented. Review, monitor and coordinate project safety issues with the Embassy Safety Officer and the OBO PD.
- f. Inspect and perform quality assurance to provide field verification that all aspects of the work meet industry accepted engineering/technical standards and OBO's standards of quality.
- g. As necessary, review engineering documentation for completeness prior to forwarding it to the OBO PD, the SSC-C PE and/or other OBO Branches.
- h. Evaluate the necessity for, any change order proposal.
- i. Assure that as-built documentation remains current and correct; submit updates to

OBO PD.
- j. Provide the OBO PD or SSC-C PE with draft responses to OBO Management's or other organization's requests for information.
- k. Maintain a "Daily Project Log"; provide status briefings as directed by the OBO PD.
- l. Prepare a Monthly Progress Report summarizing the projects' status. Publish and distribute the Monthly Report OBO managers. As a part of this reporting requirement, maintain progress photo documentation of project progress.
- m. Assist the OBO PD in developing and maintaining project schedules and staffing requirements to meet established requirements and milestones.
- n. Develop and maintain an inventory of property to include domestic and overseas project property procured for the Embassy projects. Inventory reporting shall comply with the requirements of the DoS Foreign Affairs Manual (FAM).
- o. As directed, assist the OBO PD or the SSC-C PE with the development and preparation of presentations and special reports as related to the Embassy projects.

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p. Participate in project meetings and conferences as appropriate. When required, prepare minutes of project meetings and submit to OBO PD.

9.0 GOVERNMENT FURNISHED INFORMATION

Government documents, manuals, policies, procedures, etc., as necessary to perform tasking.

10.0 GOVERNMENT FURNISHED MATERIAL

None

11.0 GOVERNMENT FURNISHED EQUIPMENT

None

12.0 CONTRACTOR FURNISHED MATERIAL

None

13.0 CONTRACTOR FURNISHED EQUIPMENT

None

14.0 TRAVEL REQUIREMENTS

Temporary Living expense (TLE) while awaiting housing provided by State Department is included in cost estimate. Estimated annual travel requirements are as follows:

Location	# Trips	# Travelers	Duration
Washington, DC	50	2	1 day
Embassy locations in Africa	20	1	6 - 24 months
Embassy locations in Asia	20	1	6 - 24 months
Embassy locations in Central & South America	20	1	6 - 24 months
Embassy locations in Europe	20	1	6 - 24 months
Embassy locations in Middle East	20	1	6 - 24 months
Embassy locations in India	20	1	6 - 24 months

15.0 DELIVERABLES

REQUIREMENT	DUE DATE
Monthly Status Report	Due the 15 th of the following month

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Any supporting documentation required by on site Project Director	As Required
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16.0 WORKLOAD ESTIMATE

Number of man-hours: 420,000

Other Direct Costs: \$3,160,250.00

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave

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determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

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c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

952.222-0001, PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING

CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 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:

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(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 laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

(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.

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

- End -

952.223-0001, 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

Other Pertinent Information:

- End -

952.225-0001, ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

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General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;

DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;

U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer

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representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency

Law of Armed Conflict (LOAC);

Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and

Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

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Use one or more of the following sources when conducting the background checks:

Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy

Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. “Host Nation” refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee’s authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or

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subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to

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those employees that require such equipment in the performance of their duties.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

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The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

- End -

952.225-0002, ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at:

mncic3conoc@iraq.centcom.mil; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a

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brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

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

- End -

952.225-0003, 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 (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological 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

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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 diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter 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

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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.

- End -

952.225-0004, 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 USCENCOM, 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

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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

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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.

- End -

952.225-0005, 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 Predeployment & Operational Tracker (SPOT) IAW DFARS

252.225-7040 or DFARS DOD class deviation 2007-00010.

- End -

952.225-0006, CONTRACT DELIVERY REQUIREMENTS (MAR 2009)

- (a) **REQUIRED DELIVERY DATE:**
- (b) **CONTRACTOR DELIVERY LOCATION:**
- (c) **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name:

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Phone No.: email:

(d) **FINAL DELIVERY DESTINATION:**

(e) **POINT-OF-CONTACT AT FINAL DESTINATION:**

Name:

Phone No.: email:

(f) **REQUIRING ACTIVITY:**

- End -

952.225-0007, MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (MAR 2009)

(a) The Commercial Logistics Distribution Agency (CLDA) is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) In accordance with the U.S./Iraq Security Agreement, no taxes shall be imposed on goods and services purchased.

(c) Upon contract award, the contractor/consignor the contractor shall provide the necessary logistical information required by CLDA.

STEP 1:

-- Upon contract award go to the following JCCS website:

-- https://www.rebuilding-iraq.net/portal/page?_pageid=95.1&_dad=portal&_schema=PORTAL

STEP 2:

-- Select the "Logistics" and then the "Customs" radio buttons.

-- Select and complete the "Customs Levy Waiver Form".

STEP 3:

-- Select the "Logistics" and then the "Logistics Information Requirements" radio buttons.

-- Select and complete the "Logistics Information Requirements Form".

STEP 4:

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-- (a) Email the (1) completed "Customs Levy Exemption Form", (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to the Logistics Movement Coordination Center (LMCC) at pcocustoms@pco-iraq.net. The LMCC can be contacted by telephone at +1 (281) 669-2372 or +964 (790) 192 4129.

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

-- (c) Contact the Logistics Movement Coordination Center (LMCC) Watch Officer at the following e-mail address: pcolmcc@pco-iraq.net if there are any problems with the administrative requirements of this clause.

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

-- (e) Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to SkyLink Arabia at logistics@ska-arabia.com at least 7 days prior to the arrival of the cargo at the port of entry. SkyLink Arabia can be contacted at +964 (7901) 926 284.

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

STEP 5:

-- (a) Email the following documents to GRD Programs at GRD.NONCON@pcoiraq.net:

- (1) Approved Customs Levy Waiver Form
- (2) Logistics Information Requirements Form
- (3) Completed DD-250

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(4) Airway bills (if applicable)

-- (b) Provide the following information in the subject line of the email:

(1) Contract Number

(2) Task/Delivery Order Number (if applicable)

(3) Full or Partial Shipment

-- (c) Provide the following information in the body of the email:

(1) All information from the subject line

(2) CLIN Number

(3) Iraq Point of Entry

(4) Freight Forwarding Information (if applicable)

(5) Contractor point-of-contact (name, phone number, email address)

- End -

952.225-0009, 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.

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(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.

- End -

952.225-0010, CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, “crime” is defined as: “a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties.” Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor’s expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

- End -

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001	3/13/2010 - 3/12/2011
3001	3/13/2010 - 3/12/2011
4001	1/13/2011 - 1/12/2012
6001	1/13/2011 - 1/12/2012

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

4002	3/12/2012 - 3/11/2013
4003	3/12/2013 - 3/11/2014
4004	3/12/2014 - 3/11/2015
6002	3/12/2012 - 3/11/2013
6003	3/12/2013 - 3/11/2014
6004	3/12/2014 - 3/11/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Richard Dandridge, 524RD
PO Box 190022
North Charleston, SC 29419-9022
richard.dandridge@navy.mil
843-218-4677

G-314 TYPE OF CONTRACT (DEC 1999)

This is a cost plus fixed fee LOE task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S1103A DCMA ATLANTA
DCAA Auditor	Code HAA110 DCAA ATLANTA
Service Approver	Code S1103A DCMA ATLANTA
Pay by	Code HQ0338 DFAS COLUMBUS

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Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robert.meddick@navy.mil

```
Accounting Data
SLINID  PR Number      Amount
-----
100101  1300152057         185000.00
LLA :
AA 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000409928
NWA# 100000419518 0020
TASK 8.1

300101  1300152057         15000.00
LLA :
AA 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000409928
NWA# 100000419518 0020
ODCs TASK 8.1

BASE Funding 200000.00
Cumulative Funding 200000.00

MOD 01

100102  1300156683         28759.36
LLA :
AB 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000438847
NWA: 100000383705 0011
TASK Antananarivo

100103  1300156683         147719.30
LLA :
AC 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000438847
NWA: 100000383660 0011
TASK Riga

100104  1300156683          78006.47
LLA :
AD 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000438847
NWA: 100000383693 0011
TASK Tijuana
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MOD 01 Funding 254485.13

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Cumulative Funding 454485.13

MOD 02

100105 1300171787 210991.96
 LLA :
 AE 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000530362
 NWA:100000383714 0011
 TASK Libreville

100106 1300171787 250458.09
 LLA :
 AF 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000530362
 NWA:100000383682 0011
 TASK Mumbai

100107 1300171787 29447.80
 LLA :
 AG 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000530362
 NWA: 100000383685 0011
 TASK Karachi

100108 1300171787 37492.82
 LLA :
 AH 97X4930 NH3S 255 77777 0 050120 2F 000000 A30000530362
 NWA: 100000383686 0011
 TASK Jeddah

100109 1300171787 117715.30
 LLA :
 AJ 97X4930 NH3S 255 77777 0 050120 2F 000000 A40000530362
 NWA: 100000383716 0011
 TASK Valetta

100110 1300171787 62462.73
 LLA :
 AK 97X4930 NH3S 255 77777 0 050120 2F 000000 A50000530362
 NWA:100000383693 0011
 TASK Tijuana

100111 1300171787 36354.37
 LLA :
 AL 97X4930 NH3S 255 77777 0 050120 2F 000000 A60000530362
 NWA:100000383660 0011
 TASK Riga

100112 1300171787 13357.76
 LLA :
 AM 97X4930 NH3S 255 77777 0 050120 2F 000000 A70000530362
 NWA: 100000386642 0011
 TASK Lusaka

100113 1300171787 136613.50
 LLA :
 AN 97X4930 NH3S 255 77777 0 050120 2F 000000 A80000530362
 NWA: 100000415873 0010
 TASK Sanaa

100114 1300171787 19455.01
 LLA :
 AP 97X4930 NH3S 255 77777 0 050120 2F 000000 A90000530362
 NWA: 100000417927 0010
 TASK PGM SPT (OBO/CFSM/FAC) 7672

100115 1300171787 400253.39
 LLA :
 AQ 97X4930 NH3S 255 77777 0 050120 2F 000000 B00000530362
 NWA: 100000417928 0010
 TASK PGM SPT (OBO/CFSM/FAC) 7664

100116 1300171787 156346.57
 LLA :
 AR 97X4930 NH3S 255 77777 0 050120 2F 000000 B10000530362

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NWA:100000435486 0020
TASK Dubai

100117 1300171787 97754.55
LLA :
AS 97X4930 NH3S 255 77777 0 050120 2F 000000 B20000530362
NWA: 100000435487 0010
TASK Guangzhou

100118 1300171787 121434.23
LLA :
AT 97X4930 NH3S 255 77777 0 050120 2F 000000 B30000530362
NWA: 100000435488 0010
TASK Malabo

100119 1300171787 89557.74
LLA :
AU 97X4930 NH3S 255 77777 0 050120 2F 000000 B40000530362
NWA: 100000435489 0010
TASK Podgorica

100120 1300171787 215545.75
LLA :
AV 97X4930 NH3S 255 77777 0 050120 2F 000000 B50000530362
NWA: 100000435490 0010
TASK Monterrey

100121 1300171787 113085.62
LLA :
AW 97X4930 NH3S 255 77777 0 050120 2F 000000 B60000530362
NWA: 100000435491 0010
TASK Bujumbura

300102 1300171787 43188.06
LLA :
AE 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000530362
NWA:100000383714 0011
ODCs TASK Libreville

300103 1300171787 24709.69
LLA :
AF 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000530362
NWA:100000383682 0011
ODCs TASK Mumbai

300104 1300171787 15501.01
LLA :
AG 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000530362
NWA:100000383685 0011
ODCs TASK Karachi

300105 1300171787 9471.08
LLA :
AH 97X4930 NH3S 255 77777 0 050120 2F 000000 A30000530362
NWA:100000383686 0011
ODCs TASK Jeddah

300106 1300171787 18244.37
LLA :
AJ 97X4930 NH3S 255 77777 0 050120 2F 000000 A40000530362
NWA: 100000383716 0011
ODCs TASK Valetta

300107 1300171787 6507.92
LLA :
AK 97X4930 NH3S 255 77777 0 050120 2F 000000 A50000530362
NWA: 100000383693 0011
ODCs TASK Tijuana

300108 1300171787 11634.96
LLA :
AL 97X4930 NH3S 255 77777 0 050120 2F 000000 A60000530362
NWA: 100000383660 0011
ODCs TASK Riga

300109 1300171787 59637.17
LLA :

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AM 97X4930 NH3S 255 77777 0 050120 2F 000000 A70000530362
 NWA: 100000386642 0011
 ODCs TASK Lusaka

300110 1300171787 18173.38
 LLA :
 AN 97X4930 NH3S 255 77777 0 050120 2F 000000 A80000530362
 NWA:100000415873 0010
 ODCs TASK Sanaa

300111 1300171787 525.85
 LLA :
 AP 97X4930 NH3S 255 77777 0 050120 2F 000000 A90000530362
 NWA: 100000417927 0010
 ODCs TASK PGM SPT (OBO/CFSM/FAC) 7672

300112 1300171787 31455.30
 LLA :
 AQ 97X4930 NH3S 255 77777 0 050120 2F 000000 B00000530362
 NWA:100000417928 0010
 ODCs TASK PGM SPT (OBO/CFSM/FAC) 7664

300113 1300171787 18424.73
 LLA :
 AR 97X4930 NH3S 255 77777 0 050120 2F 000000 B10000530362
 NWA:100000435486 0020
 ODCs TASK Dubai

300114 1300171787 25684.62
 LLA :
 AS 97X4930 NH3S 255 77777 0 050120 2F 000000 B20000530362
 NWA:100000435487 0010
 ODCs TASK Guangzhou

300115 1300171787 22127.24
 LLA :
 AT 97X4930 NH3S 255 77777 0 050120 2F 000000 B30000530362
 NWA:100000435488 0010
 ODCs TASK Malabo

300116 1300171787 18259.09
 LLA :
 AU 97X4930 NH3S 255 77777 0 050120 2F 000000 B40000530362
 NWA: 100000435489 0010
 ODCs TASK Podgorica

300117 1300171787 22418.56
 LLA :
 AV 97X4930 NH3S 255 77777 0 050120 2F 000000 B50000530362
 NWA:100000435490 0010
 ODCs TASK Monterrey

300118 1300171787 9501.58
 LLA :
 AW 97X4930 NH3S 255 77777 0 050120 2F 000000 B60000530362
 NWA: 100000435491 0010
 ODCs TASK Bujumbura

MOD 02 Funding 2463791.80
 Cumulative Funding 2918276.93

MOD 03

100122 1300171787 227689.17
 LLA :
 AX 97X4930 NH3S 255 77777 0 050120 2F 000000 B70000530362
 NWA:100000435939 0010
 TASK KABUL

100123 1300183052 60717.11
 LLA :
 AY 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000594530
 NWA: 100000435489 0010
 TASK Podgorica

100124 1300182052 173594.55

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LLA :
AZ 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000594530
NWA: 100000449861 0010
TASK SUVA

100125 1300182052 37113.34
LLA :
BA 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000594530
NWA: 100000417931 0010
TASK Munich

300119 1300171787 12536.26
LLA :
AX 97X4930 NH3S 255 77777 0 050120 2F 000000 B70000530362
NWA:100000435939 0010
ODCs KABUL

300120 1300182052 60257.68
LLA :
AY 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000594530
NWA:100000435489 0010
ODCs Podgorica

300121 1300182052 30465.69
LLA :
AZ 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000594530
NWA:100000449861 0010
ODCs SUVA

300122 1300182052 12877.01
LLA :
BA 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000594530
NWA: 100000417931 0010
ODCs MUNICH

MOD 03 Funding 615250.81
Cumulative Funding 3533527.74

MOD 04

100126 1300186766 39086.64
LLA :
BB 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000627490
NWA: 100000383693 0011
TASK Tijuana

100127 1300186766 104281.64
LLA :
BC 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000627490
NWA: 100000383685 0011
TASK Karachi

300123 1300186766 57468.36
LLA :
BB 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000627490
NWA: 100000383693 0011
ODCs Tijuana

300124 1300186766 5850.14
LLA :
BC 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000627490
NWA: 100000383685 0011
ODCs TASK Karachi

400101 1300187218 145721.07
LLA :
BD 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000630337
NWA: 100000461747 0010
TASK Amsterdam

400102 1300187218 1130856.23

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LLA :
BE 97X4930 NH3S 255 77777 0 050120 2F 000000 A10000630337
NWA: 100000440915 0010
TASK Baghdad

400103 1300187218 189740.98
LLA :
BF 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000630337
NWA: 100000461748 0010
TASK Belgrade

400104 1300187218 101928.86
LLA :
BG 97X4930 NH3S 255 77777 0 050120 2F 000000 A30000630337
NWA: 100000461751 0010
TASK Bucharest

400105 1300187218 241198.73
LLA :
BH 97X4930 NH3S 255 77777 0 050120 2F 000000 A40000630337
NWA: 100000435491 0010
TASK Bujumbura

400106 1300187218 78173.28
LLA :
BJ 97X4930 NH3S 255 77777 0 050120 2F 000000 A50000630337
NWA: 100000452214 0010
TASK Canberra

400107 1300187218 129934.62
LLA :
BK 97X4930 NH3S 255 77777 0 050120 2F 000000 A60000630337
NWA: 100000435486 0020
TASK Dubai

400108 1300187218 303585.56
LLA :
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TASK Kabul

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TASK Lagos

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NWA: 100000435488 0010
TASK Malabo

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NWA: 100000435490 0010
TASK Monterrey

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LLA :
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TASK Mumbai

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TASK Podgorica

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TASK Sana'a

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TASK Pgm spt CM

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TASK: Pgm spt PDC

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TASK ODCs Canberra

600107 1300187218 43234.50
LLA :

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BK 97X4930 NH3S 255 77777 0 050120 2F 000000 A60000630337
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 TASK ODCs Dubai

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 TASK ODCs Islamabad

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 TASK ODCs Kabul

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 TASK ODCs Lagos

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 BP 97X4930 NH3S 255 77777 0 050120 2F 000000 B00000630337
 NWA:100000383714 0011
 TASK ODCs Libreville

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 TASK ODCs Malabo

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 TASK ODCs Monterrey

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 TASK ODCs Mumbai

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 NWA: 100000435489 0010
 TASK ODCs Podgorica

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 TASK ODCs Sana'a

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 LLA :
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 TASK ODCs Pgm spt CM

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 TASK ODCs Pgm spt PDC

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 TASK ODCs 100000417928 0010

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MOD 04 Funding 4732761.04
Cumulative Funding 8266288.78

MOD 05

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ACRN: BY Dakar

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Standard Number: SIAA03OBOPECC10
ACRN: BZ Kabul

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CA 97X4930 NH3S 255 77777 0 050120 2F 000000 A20000705700
Standard Number: SIAA03OBOPECC10
ACRN CA: Construction Mgmt

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LLA :
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Standard Number: SIAA03OBOPECC11
ACRN: Islamabad

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LLA :
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Standard Number: SIAA03OBOPECC10
ACRN: CC Facilities Mgmt

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Standard Number: SIAA03OBOPECC10
ACRN: CD
Security Mgmt

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LLA :
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Standard Number: SIAA03OBOPECC11
ACRN: BY
TASK Dakar

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Standard Number: SIAA03OBOPECC10
ACRN: BZ
TASK Kabul

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Standard Number: SIAA03OBOPECC10
ACRN: CA
Construction Mgmt

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Standard Number: SIAA03OBOPECC11
ACRN: CB
TASK Islamabad

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LLA :
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Standard Number: SIAA03OBOPECC10
ACRN: CC

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Facilities Mgmt

600125 1300198188 7860.36
LLA :
CD 97X4930 NH3S 255 77777 0 050120 2F 000000 A50000705700
Standard Number: SIAA03OBOPECC10
ACRN: CD
Security Mgmt

MOD 05 Funding 2333963.39
Cumulative Funding 10600252.17

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b) (1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

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(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not

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included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

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In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting

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performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where

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appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

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SECTION I CONTRACT CLAUSES

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

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

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

CDRLs

DD254

Performance Ref

PPQ

Cost Proposal

Cost Data

Rate Check

Personnel Qualifications