


## **PERFORMANCE WORK STATEMENT**

### **SECURITY SERVICES AT USAFCENT INSTALLATIONS**

**1.0 Introduction:** Work is to be accomplished for the United States Air Force Central Command /FP4 at Shaw AFB, South Carolina through the General Services Administration (GSA), Federal Acquisition Service (FAS) Assisted Acquisition Service Division (AASD) Sunbelt Region.

#### **2.0 Scope**

The contractor shall provide all resources and management necessary to perform Base Security Operations and Support services at Al Dhafra AB, UAE; Ali Al Salem AB, Kuwait; Kuwait; Al Mubarak Air Base, Kuwait; Manas Transit Center , Kyrgyzstan; Eskan Village, Kingdom of Saudi Arabia; Thumrait AB, Oman and Al Udeid AB, Qatar.

#### **3.0 Tasks**

##### **3.1 General**

The contractor shall provide all necessary labor, material, and equipment to establish and maintain required security positions to include administrative services for security forces at the contracted locations in Para 2.0. The contractor security officer shall be responsible to conduct background checks. Contractor shall ensure background check documentation is provided for all contractors requesting access to the installation.

**3.2** Security services shall be provided at designated locations on a continuous basis and other areas on an as needed basis.

**3.3** Provide the following security personnel (additional positions may be required by the Contractor to perform the overall mission of this task order):

**3.4 Security Forces Armorer Support** (U.S. only position). Manages the accountability and protection of firearms, munitions, communications equipment, and related assets. Manages armorers and establishes SOP for the armory. Responsible for forecasting and receiving all munitions needed. Conducts scheduling and management of armory personnel and oversees training of armorers. As a minimum, personnel selected for this position must have completed all requirements for award of a 7-skill under the USAF Combat Arms program. Knowledgeable of Air Force weapons maintenance and parts processes and shall be able to conduct maintenance on weapons. Shall be responsible for the cleaning of unassigned weapons. This position requires a SECRET security clearance.

**3.5 K-9 Trainer Support** (U.S. only position). Responsible for all training and ensures that all MWD teams' proficiency is maintained. Supervises the care and feeding of dogs, coordinates training and duty schedules, ensures that administrative, accountability, and medical records are maintained, obtains all training support requirements, and supervises kennel facility maintenance. Responsible for storage and accountability of all training aids. Personnel must have successfully graduated from the DoD K-9 handler's course and the DoD kennel master's course IAW AFI 31-202, section 2.3. This position requires a SECRET security clearance

**3.6 Security Forces Supply Support** (U.S. only position). Directly responsible for all unit supply operations. Manage annual equipment procurement. Determine equipment authorizations functions. Ensures bench stock of general supplies and equipment is serviceable and ready for immediate issue. Manages equipment custodian accounts; obtains and issues supplies and mission critical equipment to personnel and work centers. Conduct equipment maintenance and repair. Initiates and routes service contracts for extemporaneous equipment. Responsible for ordering, tracking, and obtaining equipment through the military supply system and understanding the forms and procedures associated with that position. This position requires a SECRET security clearance.

**3.7 Security Forces Training Support** (U.S. only position). Manages, monitors, identifies, schedules, and facilitates individual and collective training for members. Researches, tracks adverse training trends, and counsel supervisors and trainees on substandard performance and progression. Oversee training and certifications of the resource augmentation duty (READY) personnel. Organizes, directs, and coordinates the unit commander's education and training program. Individual monitors Career Development Course (CDC) enrollments and testing. Conducts formal and informal staff assistance visits throughout the unit and provides commander direct feedback on the quality of training. Conducts all in-processing and documents of all new arrivals; coordinates all initial base in-processing requirements. Acts as the Unit Safety monitor. This position requires a SECRET security clearance.

**3.8 Security Forces Vehicle Manager Support** (U.S. only position). Manage a fleet of police and tactical response force vehicles. Function as a liaison for transportation section on all vehicle issues. Monitors, identifies, schedules, and facilitates individual vehicle training for security personnel. Investigates and tracks vehicle abuse, accident cases, and recommends courses of action. Perform minor maintenance on assigned vehicles. This position requires a SECRET security clearance.

**3.9 CSS Administrative Specialist Support** (U.S. only position). Performs Commanders Support Staff functions. Prepares and processes administrative support actions relating to unit programs. Maintains duty status changes and prepares unit rosters including manpower reporting. Maintain files of personnel records, official travel orders, and personnel action requests. Forecast, reviews, and processes evaluation reports and decorations. Conduct in processing and out processing of all squadron members. Serves as the unit travel coordinator/liaison between the TMO and unit members. Perform other administrative functions as required. This position requires a SECRET security clearance.

**3.10 Pass and Identification Support** (U.S. only position). Responsible for issuing, controlling, and accounting for DoD and Air Force accountable forms to include AF Form 1199, Restricted Area Badge, and DD Form 2, Geneva Conventions Identification Card. Tracks all restricted area badges issued, lost, or destroyed and the secure to secure travel pass program. Oversees Visitor Control Center operations and ensures proper issuance of all Third Country National exchange badge credentials. This position requires a SECRET security clearance.

**3.11 Reports and Analysis Support** (U.S. only position). Input all traffic citations, and accidents and incident/complaint reports into the Security Forces Management Information System. Briefs the Chief of Security Forces and commanders on crimes and incidents involving base personnel. Reviews, processes, suspense, and distributes traffic incident and accident reports, tickets, complaints, and incident and information reports. Reviews final actions and responses by commanders and supervisors to ensure timeliness and appropriateness, and takes action as required. Analyzes and evaluates reports and paperwork for accuracy and correctness. Compiles information and statistics for files, records, trend summaries, and reports and takes or makes recommendations for action. Manage installation traffic point, driving revocation, and debarment programs and actions. Ensures the National Incident-Based Reporting System (NIBRS), Defense Incident-Based Reporting System (DIBRS), and Report Control Symbol (RCS) reports, and other higher headquarters and local reports, are submitted as required. Keeps

organization and installation leadership and personnel informed on statuses and activities. This position requires a SECRET security clearance.

**3.12 Information Security/Personnel Security/Industrial Security Support** (U.S. only position). Manage the wing level information security program, personnel security program, and industrial security programs. Conducts annual staff assistance visits of all installation and associated units geared to assist commanders in effective administration of unit information and personnel security programs. Provide technical guidance to agency security managers in all aspects of program implementation. Develops and conducts formal classroom training for agency security managers. Conduct annual industrial inspections of contractors handling classified information. Evaluate all aspects of these programs for compliance with standards, policies, and instructions. Additionally, develops guidance and establishes policy for the implementation of the personnel security program. Responsible for the review and submission of personnel security investigations (PSI). Evaluates requests for establishment and maintains and tracks special information files. Conducts program reviews of personnel security managers on PSI processing, managing, and accomplishing their assigned duties for the personnel security program. During contingency operations, will perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

**3.13 Pass and ID Host Nation Support** (U.S. only position). Coordinate with host nation to provide daily customer service for contractors and visitors wishing to be granted access to the installation. Enforce laws and regulation concerning installation access. Use suspension, revocation, and barment rosters and listings controlling entry and exit to the installation. Receives information on any development or condition relative to the security of the wing and implements appropriate security countermeasures. Coordinates with all base agencies and sponsors for contractor and visitor entry requirements. Checks all authenticated entry authority lists for entry requests for large, pre-arranged functions. Assist with the coordination of distinguished visitor entry. Alerts control centers of any unusual situation in the area. During contingency operations, will perform duties as assigned by the contract program manager. Understanding of the Arabic language is a plus. This position requires a SECRET security clearance.

**3.14 Resource Protection Support** (U.S. only position). Responsible for overseeing and performing physical security surveys and inspections on Priority Level 4 controlled areas, to include arms and ammunition, explosives areas, major funds facilities, and drug storage facilities. Conducts anti-robery training and exercises, controlled area monitors training, and funds custodians and handlers training in support of the Air Force Resource Protection Program. Manage the Crime Prevention Program. Conducts crime analysis and provides timely, accurate, and useful information to wing and squadron leadership, outside agencies, and police services. Writes crime prevention-related articles and develops crime analysis reports. Prepares, coordinates, and maintains the resource protection Annex of the installation security plan. During contingency operations, shall perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

**3.15 Plans and Programs Support** (U.S. only position). Responsible for maintaining, developing, writing and reviewing the wing operations plan (OPLAN) and unit operating instructions, checklist, and special security instructions. Primary liaison with USAFCENT and ACC for feedback and implementation of Air Force and major command policies. Develops, coordinates, and monitors all wing and unit security, resource protection, and base defense plans. Coordinates and monitors wartime security force planning and operations under air defense. Plan operating procedures for joint and United States local base defense responses. Act as support agreement monitor. During contingency operations, shall perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

**3.16 Client Support Administration** (U.S. only position). Troubleshoots and maintains over 200 information systems. Conducts backing up, restoring of hard drives, and performs system crash recoveries. Implements physical and computer security measures by assigning, modifying, and deleting passwords and privileges. Provide limited software application assistance for commonly used office automation applications sources from standard Air Force infrastructure support contracts. Ensures systems are kept up-to-date and compliant according to the Base Network Control Center (BNCC) by ensuring the required Technical Compliance NOTAM (TCNO) security patches are installed. Checks files for corruption, performs initial system diagnostics, formats drives, and determines available disk space. Perform myriad duties as information and client server administrator to include video-teleconference suite administration, network and computer malfunction isolation and repair, computer system software/hardware

configuration, and operation of unclassified and classified computer systems. Unit Emission Security Manager (EMSEC); ensures compliance with emission security requirements. Train unit personnel on the operations of secret communications equipment. Unit Web administrator; modifies and maintains the unit's website. Alternate to the TCO (Telephone Communication Officer); duties include managing the installation and maintenance of telephone systems. Provide instruction for the operation and use of STE phones. Requests and coordinates installation and support of communications equipment. Maintains and manages access to the Base Defense Operations Centers (BDOC) 911 telephone equipment. Unit technical advisor when purchasing new equipment required for force mission enhancement. Information Assurance (IA) trainer and program manager. Ensures unit personnel understand network vulnerabilities, limitations, and weaknesses. SIPRNET Account program manager; manages the process of receiving access to Secret electronic data located on secure servers. This position requires a SECRET security clearance.

### **3.17 Information Technology Support** (U.S only position).

Manages the Defense Biometrics Identification System; performs a variety of duties directly related to the development and/or management of the Installation Access Control Program supporting the mission of the major command. Programs extend from the HQ staff level over several echelons to field units, and present very considerable complexities due to their structuring and extensive relationships (functional and financial).

-- Analyzes a variety of complex and extensive policies, plans, regulations, and other higher-level guidance, to determine overall impacts on specific program areas and functions of the Installation Access Control Program. Develop guidance, objectives, policies, plans, and procedures regarding the management of the Installation Access Control Program. Review superior, lateral, and subordinate command decisions on and/or interpretation of supplied guidance to assess their impact on the Installation Access Control Program. Performs reviews and analysis to ensure that resources supplied to subordinate commands are used in the most efficient and cost-effective manner. Reviews and analyzes a variety of other types of documents to ensure consistency between and among these and the organization's functions. Supply justification, prioritization, and cost guidance for Installation Access Control Program resources funding. Reconciles Installation Access Control Program; questions areas that are unclear or appear contrary to command guidance. Serve as USAFCENT/FP subject matter expert on the Installation Access Control Program.

-- Establishes and maintains liaison with subordinate commands, lateral, and superior staffs to coordinate actions affecting the Installation Access Control Program. Assists in the interpretation of input/changes to processes associated with the Installation Access Control Program. Participate in the formulation, coordination, and publication of a variety of reports. Develops and presents information to high level management officials of the staff and other authorities for use in making decisions on areas pertaining to the Installation Access Control Program. Shall have thorough understanding of USAFCENT IACS programs, goals, and objectives, and of the interrelationships of individual programs to other programs and functions. Ability to research, identify, analyze, and recommend solution to problems. Skilled in formal and informal briefings, negotiations, and training to senior staff members, USAFCENT commanders and end-users of the regulation and IACS. Prepare information papers for dissemination throughout the USAFCENT Theater of operations, as needed. Coordinate with various agencies throughout USAFCENT to facilitate progress on any policy issues and system concerns. Coordinates technical issues related to IACS to satisfy all end users' requirements. These issues include a working knowledge of the design, installation, and maintenance of hardware, software, and local area networks. Documents functional requirements and identifies resources required for the IACS. Assist data specialists, editors, and programmers from DMDC in an effort to accomplish design and implementation of the IACS. Posses thorough knowledge of automated information systems including office automation, desktop publishing, project management, and Website development software to accomplish the design, installation, and configuration management of these systems. Represents USAFCENT/FP at various meetings related to IACS. Incumbent is the subject matter expert for access control within the theater and is responsible for planning and carrying out all work within this area. This position requires a Secret Security clearance.

### **3.18 Standards**

#### **3.18.1 Ensure that each employee performing this function meets the following minimum criteria:**

##### **3.18.1.1 Be at least 22 years of age.**

**3.18.1.2** U.S. only positions must be filled by a U.S. citizen.

#### **4.0 Requirements**

**4.1 Contract Type:** This is a firm fixed price task order issued off GSA Federal Supply Schedule 84 .

**4.2 Period of Performance:** Task order will include a base period and four (4) Options. The PoP is as follows:

Base Period:	1 Nov 2010 – 31 Oct 2011
Option Period 1:	1 Nov 2011 – 31 Oct 2012
Option Period 2:	1 Nov 2012 – 31 Oct 2013
Option Period 3:	1 Nov 2013 – 31 Oct 2014
Option Period 4:	1 Nov 2014 – 31 Oct 2015

**4.3 Place of Performance:** Performance shall take place at: Al Dhafra AB, UAE; Ali Al Salem AB, Kuwait; Kuwait City (Al Mubarak) AB, Kuwait; Manas Transit Center , Kyrgyzstan; Eskan Village, Kingdom of Saudi Arabia; Thumrait AB, Oman and Al Udeid Air Base, Qatar.

**4.4 Project Management and Supervision.** Provide a skilled and trained management and supervisory staff to include a person to act on behalf of the Contractor for all matters relating to this task order. This person and his/her alternates shall be on duty during regular duty hours and shall be on call the remainder of the 24-hour day, 7 days per week.

**4.5 Phase-In:** To ensure a smooth transition, the service provider may begin a phase in. The purpose of this orientation period is to: OBSERVE TASKS BEING ACCOMPLISHED. Become thoroughly familiar with work requirements and work procedures. Complete personnel requirements (work force). Obtain base passes and security clearances if required. Complete training requirements and accomplish necessary training of service provider employees. Complete the development of necessary work plans/procedures. Complete the final development of quality control plan. The service provider will be allowed access to the facilities to familiarize supervisors, key personnel, and staff with equipment, reporting, work scheduling and procedures. However, such access will not interfere with the production efforts of current government or service provider personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the Contracting Officer's Representative (COR), or QA. Access will be limited to the following:

Service provider supervisor and clerical personnel - Service provider foreman level personnel will be permitted access to observe operation workflow, priorities, scheduling, equipment handling, storage, parts, safety, and security.

**4.6 Contractor Planning and Reporting.** Update as required and submit to the government for approval. If not approved, the plan will be returned to the Contractor for correction and resubmission.

**4.7 Contingency Plans.** The contractor shall develop contingency plans for natural disasters, labor disputes, strikes, mobilizations, or sudden buildup of forces including wartime contingencies and counter-terrorism.

**4.8 Hours of Operation.** Normal hours of operation are 0700-1700. The standard work week at each USCENTCOM AOR location is typically 60 hours per week Monday through Saturday. Duty schedules may be tailored to fit the need of the Defense Force Commander (DFC).

The contractor shall be available to perform the services required under this task order 24 hours a day, 7 days a week. Contractor will be on call 24/7 but it is realistic to take one day off per week as necessary (usually Saturday or Sunday). Time can be given to attend desired religious activity if contractor wishes to do so.

**4.9 Holidays.** Duty schedule permitting, work performance may not be required during U.S. Federal holiday, or during holidays of the host country, but not both. Determination of required work for these periods will be at the discretion of the DFC at each USCENTCOM AOR location after coordination with USAFCENT/FP4, QA, and Contracting Officer.

New Year's Day	1 January
Martin Luther King's Birthday	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
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Length of shift assignments shall comply with host nation labor laws.

All Employees shall conduct annual AT/FP level one Computer Based training.

Contractor will standardize paperwork and procedures for each work shift to prevent confusion and to allow for standardization.

**4.10 Emergency or Special Event Services.** The contractor may frequently be required to work beyond the established normal duty hours, or respond on short notice beyond normal duty hours in emergency or exigent situations. At this time, the contractor will respond immediately but not longer than 20 minutes to any on-installation location. Off site locations may take slightly longer. The DFC has the authority to change this required response time. Estimated non-normal duty/emergency duty hours should not exceed 32 hours per month.

**4.11 Deployments and Military Exercises.** The Contractor shall participate in and support deployment and military exercises as required by the government. Examples of such are Antiterrorism Exercises, Mass Casualty Exercises, and Actual Contingencies. In addition to participating in the stated exercises, the Contractor shall:

4.11.1 Participate in Government meetings and planning sessions.

4.11.2 Provide written input to include individual exercise plans and programs.

4.11.3 Review Government plans and provide suggestions for revisions.

4.11.4 Redirect internal priorities to support exercises.

4.11.5 Participate in contingency meetings/planning.

Deployments and exercises would refer to local operations. The contractor would provide supply services if needed to obtain gear or services provided during such exercises. No requirement exists to have contractor to deploy outside of the base or to other areas of the AOR.

**4.12 Nationality and Security Clearance Requirements.** Designated positions in this task order must be filled by US citizens.

**4.13 Work Force Restrictions** Due to restrictions on work force nationalities, under no circumstances will personnel from the nations of Iran, Sudan, Lebanon, Syria, Libya, Cuba, North Korea, China, Somalia, Serbia, or Yemen be authorized or allowed access or work on the work areas stated in this task order.

**4.14 INSTALLATION ACCESS CONTROL** The contractor shall perform necessary background/records checks on all employees to ensure they have no history of derogatory information, which preclude the employee from coming into the country of assignment or being allowed to enter the installation. Further, the Government may also perform a background/records check on Contractor employees. The Government reserves the right to have the Contractor remove any employee from the work area that the Government deems to be unsuitable and the Contractor will comply with Government request to remove an employee.

#### **4.15 Acronym List**

AB- Air Base  
AETC - Air Education and Training Command  
AF Form 1199 - Restricted Area Badge  
AT/FP - Antiterrorism/Force Protection  
CDC - Career Development Course  
COR - Contracting Officer Representative  
CSS - Commander's Support Staff  
DFC- Defense Force Commander  
DD Form 2 - Geneva Convention Identification Card  
DOD - Department of Defense  
EAL - Entry Authority List  
EDD - Explosive Detection Dog  
HNL - Host Nation Liaison  
NCOIC - Noncommissioned Officer in Charge  
READY - Resource Augmentation Duty  
SOP - Standard Operating Procedures  
TASS - Tactical Automated Sensor System  
TCN - Third Country National  
TMO - Traffic Management Office  
USAFCENT – United States Air Forces Central

#### **4.16 Program Support:**

4.16.1 The contractor shall provide overall program management support to ensure that the requirements of this task order are accomplished. A task kick-off meeting is required within seven work days of the date of award, and the contractor shall submit the kick-off meeting minutes within four working days after the meeting occurs.

4.16.2 The contractor shall submit a Letter of Identification (LOI) using the Synchronized Pre-deployment @Operational Tracker (SPOT) system before beginning a trip in support of this effort. The LOI shall contain details of each trip including traveler information, destination information, purpose of travel, estimated costs, etc. USAFCENT/FP4 coordination on each LOI shall signify concurrence on the need of the applicable trip. The LOI shall be used internally by to inform USAFCENT/FP4 formally keep a record of contractor performance at remote locations. An electronic copy of a blank LOI will be provided by USAFCENT/FP4 at the kick-off meeting.

4.16.3 The contractor shall submit a trip report, as required. This report shall be electronically delivered to the Client Representative via the GSA IT Solutions Shop (ITSS) web-based Order Processing System.

**4.17 Monthly Status Report:** The contractor shall identify and report all program management actions and the financial management status in a Monthly Task Status Report (MTSR) and as requested by the Government.

This report shall be electronically delivered to the Client Representative via the GSA IT Solutions Shop (ITSS) web-based Order Processing System. Contractor format is acceptable as long as it contains the following information:

- Task order number
- Task order title
- Reporting period
- Brief description of requirements
- Brief summary of accomplishments during the reporting period and significant events regarding the task order
- Any current or anticipated problems
- Staffing changes
- Brief Summary of activity planned for the next reporting period
- Description of any travel or unique services provided
- Deliverable summary (deliverable name, due date, % completed, submittal date, comments)
- Billing summary (summary of ODC charges task-to-date, including current period charges)
- Deferred charges

## **4.18 DELIVERABLES AND ACCEPTANCE**

### **4.18.1 Schedule and Delivery Instructions**

The specific deliverables and schedule for delivery shall be per the Performance Requirements Summary. The Client Representative reserves the right to prioritize work and negotiate any changes in delivery dates.

Unsatisfactory Work – Performance by the contractor to correct defects identified by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control shall be at the contractor's own expense without additional reimbursement by the Government.

The acceptance of deliverables and satisfactory work performance required herein shall be based on the standards as specified in the requirements per Section 3 of this document. The Client Representative will review the contractor's performance indicators in accordance with all the specifications stated in this document. Only the Client Representative or authorized alternate has the authority to inspect, accept, or reject work performed under this task order.

### **4.18.2 Quality Control Plan (QCP)**

In compliance with standards as specified in the requirements per Section 3 of this document, the contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed in Section 3 to the Contracting Officer (CO) for acceptance not later than ten (10) business days after the contract award. The CO will notify the contractor of acceptance or required modifications to the plan within five (5) work days. The contractor shall make appropriate modifications and obtain final acceptance of the plan by the CO within five (5) work days of notification of required changes.

#### **4.18.2.1 The plan shall include the following minimum requirements:**

- A description of the inspection system to cover all services listed in the Performance/Deliverables Matrix. Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any government provided keys or lock combination should be included.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.

- A description of the records to be kept to document inspections and corrective or preventive actions taken.
- All records of inspections performed shall be retained and made available to the government upon request throughout the task order period of performance, and for the period after task order completion, until final settlement of any claims under this task order.

#### **4.18.3 Quality Assurance**

The Government will evaluate the contractor's performance of this task order. For those services listed in the Performance Requirements Summary, the Client Representative, Contracting Officer Representative (COR), or evaluators will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the Client Representative (COR) or evaluators will require the task order manager or representative at the site to initial the observation. The initialing of the observation acknowledges that he or she has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of services not listed in the Performance Requirements Summary or by methods other than those listed in the Performance Requirements Summary (such as provided in the Inspection of Services clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of this task order.

**4.18.4 Transition Plan:** This Task Order services are vital to the Government and must be continued without interruption. The Contractor shall submit a Transition Plan NLT than 10 days after the contract award date, documenting their ability and approach to ensure a smooth and orderly transition to the new contract (e.g., planned interaction with incumbent staff, interaction with Government personnel to identify key issues and transition milestones, management of staffing and processing of required travel documentation).

### **5.0 Reserved**

### **6.0 Performance Requirements Summary: See Performance Requirements Summary at Appendix B.**

**7.0 Government-Furnished Property and Services:** The government shall provide the facilities, equipment, materials, and services listed within this section. If facilities, equipment, materials or services are not listed as government furnished or government shared, they shall be contractor furnished.

#### **7.1. Government-Furnished Property.**

**7.1.1. Government-Furnished Facilities.** The government shall furnish or make available facilities described in paragraph 7.3.

**7.1.2. Government-Furnished Equipment.** The U.S. government will furnish all routine administrative equipment and supplies (e.g. desks, tables, and chairs, file cabinets, pencils, paper), based upon availability at each location. Special requirements will be brought to the attention of the site DFC or his/her designated representative and will be made available to the contractor only when and if feasible. Computers and other office automation equipment will be furnished to the contractor by the government as required to accomplish assigned duties, based upon availability. The DFC will determine what equipment is necessary (and available) to allow the contractor to accomplish assigned duties. Equipment and availability will vary by site. There is no standardized list of equipment applicable to contract employees at all locations.

**7.1.2.1.** The U.S. government will furnish all communications equipment/capabilities including classified and unclassified telephone service, to include facsimile if available, to accomplish assigned duties. This equipment and service will be for official use only and for official calls to the contract manager, QA, or Contracting Officer. Personal calls will be made at the expense of the caller. Cell phones and other specialized communication equipment will be provided for contractor use only if required by the site DFC depending on availability.

**7.1.2.2.** The U.S. government will furnish identification cards authorizing exchange privileges (if available and authorized to be used by contract employees) for contract personnel in the USCENTCOM AOR. This identification card will only be used for official purposes and properly safeguarded at all times. The identification card remains the property of the U.S. Government and shall be relinquished upon demand by proper authority and immediately upon termination of service. Loss of the identification card will be immediately reported to the QA. In the event the QA is not available, report the loss to the DFC.

**7.1.2.3.** Equipment Inventory. An inventory of government-furnished equipment shall be accomplished before start of the contract, before the start of any options periods, and not later than five (5) calendar days before completion of the contract period (including any option periods). If at any time contracted employees relieve other approved contracted personnel, a turnover inventory will be completed. The contractor and QA shall conduct a joint inventory of all government-furnished equipment and the contractor shall sign a receipt for all equipment provided by the government. Items of equipment missing or not in working order shall be recorded and the contracting officer notified in writing. The employees and the QA shall jointly determine the working order and condition of all equipment and document their findings on the inventory. In the event of a disagreement between the contractor and the QA on the working order and condition of equipment, the disagreement shall be treated as a dispute under the contract clause entitled "Disputes."

**7.1.2.4.** Obtaining Replacement of Government-Furnished Equipment. The contractor shall submit requests for replacement of government-furnished equipment to the QA for processing. Such requests shall specify the reason for the replacement request.

## **7.2. Government Furnished Services**

**7.2.1.** The U.S. government will furnish or reimburse the contractor for lodging for contractor personnel during the Departure Assembly period, en-route to the USCENTCOM AOR, and while in the USCENTCOM AOR. Personnel will be billeted in accommodations comparable to that of Security Force/site personnel with whom they are working. If upgraded lodging is available for and provided to active duty personnel on extended tours (longer than the standard AEF rotations), this same lodging will be provided for contractors , if available, due to their extended tours. Due to the limited number of upgraded facilities in some locations, personnel may be placed on a waiting list, until upgraded facilities become available. However, the site commander may prioritize listed personnel based upon mission requirements. Contractor personnel are considered as GS-12 equivalents solely for the purpose of on-site lodging assignments.

**7.2.2.** The U.S. Government will furnish or reimburse the contractor for meals and water for contract personnel in the USCENTCOM AOR.

**7.2.3.** The U.S. government will furnish medical support for contract personnel on an emergency basis only. Those taking medications for chronic illnesses should bring sufficient supplies or make arrangements for purchase of their medication for the duration of their stay in the USCENTCOM AOR.

**7.2.4.** The U.S. government will furnish round-trip transportation from the CONUS **Point of Departure (POD)**. PODs may be changed at any time at the convenience of the Government.

**7.2.5.** As required the U.S. government will reimburse all mission related travel within the USCENTCOM AOR, in accordance with Federal Travel Regulations. All unofficial (not directed by the government) travel will be conducted at the expense of the contractor or the contract employee (i.e. vacation travel and travel accomplished during non-duty time). In addition, transportation for travel within the USCENTCOM AOR and to the U.S. will be provided for the on-site contract manager, as necessary, for contract management oversight. Travel within the USCENTCOM AOR will be accomplished via military air, when available. Travel orders will be prepared and authorized by USAFCENT/FP4 and the Contracting Officer. If military air is not available, the government will not be obligated to provide travel via commercial air. All unofficial travel for the on-site contract manager (i.e., vacation travel and travel accomplished during non-duty time) and travel via

commercial air will be conducted at the expense of the contractor or the on-site contract manager. Government provided commercial travel may be provided, at the discretion of and with advance authorization from the USAFCENT/FP4, to facilitate movement of the contract manager in certain situations.

**7.2.6. Employee Training.** Arrangements will be made by HQ USAFCENT/FP4 office to provide the following training to the contractor immediately prior to departure (and annually as required by Air Force or Army directives) enroute to the USCENTCOM AOR. (Location of the training may change depending upon the time frame training is required and the number of personnel scheduled to attend):

- (a) Chemical warfare defense training (CWDT).
- (b) Level 1 Antiterrorism/Force Protection Training.
- (c) Security Forces mission and organization.
- (d) USAF mission in the USCENTCOM AOR.
- (e) Security Forces mission in the USCENTCOM AOR.
- (f) Explanation and use of equipment.

### **7.3. Government-Furnished Facilities**

7.3.1 The government will furnish or reimburse the contractor for all living, dining and working facilities for the contractor's employees. The contractor will live, dine and work alongside USAF Security Forces. Living, dining, and working arrangements at some locations will be harsh with living quarters and work facilities consisting of fully furnished air-conditioned tents or semi-permanent structures, and portable toilets and showers. Meals may be provided from military portable kitchens at these locations. At other locations, the contractor will be living and working in fully furnished apartments and offices and will mess in on-base dining facilities. Contract employees will be considered GS-12 equivalent for lodging assignment purposes.

### **7.4. Government Furnished Equipment**

7.4.1 The government will furnish all administrative and office equipment and supplies as specified in Section 7, sufficient to accomplish the tasks levied. In addition, the government will furnish all necessary Chemical Warfare Defense Equipment (CWDE) for each person.

### **7.5. Government Furnished Vehicles**

7.5.1 Transportation requirements will be worked differently at each AOR location and will be determined by the DFC at each site. The contractor may be required to provide rental vehicles on a reimbursable basis to their employees. These rental vehicles will be considered as Government vehicle for the purpose of use. If government vehicles are provided to contract employees, these vehicles are to be used for official use only. **At no time shall these vehicles be utilized for personal or unofficial purposes unless specifically authorized by the DFC, or other appropriate local authority.**

**8.0. CONTRACTOR FURNISHED PROPERTY AND SERVICES.** Except for those items or services specifically stated in Section 7 as government furnished, the contractor shall furnish everything needed to perform this PWS. Consequently, the below listed items are not all inclusive of the contractor-furnished items and services required to perform the PWS.

**8.1.** The contractor shall be responsible for pre-deployment and post-deployment medical services to include a fitness physical for each candidate. This examination will include medical history, height, weight, blood pressure, 14-point blood chemistry check, HIV antibody, and chest x-ray. The results of these tests will be

summarized by the contractor and reported to the QA. An exit physical, similar to the deployment physical, will be administered and recorded upon return from the USCENTCOM AOR.

**8.2.** In the event contractor personnel is unable to perform their duties due to illness or other reasons, the contractor is responsible for providing the name (and all other applicable/necessary information) of a suitable replacement within 72 hours to USAFCENT/FP4, QA and Contracting Officer.

**8.2.1.** To assist the contractor in meeting any emergency situation, the Government will provide screening for five (5) additional personnel prior to task order start date and as necessary thereafter.

**8.3.** The contractor shall furnish transportation to the contractor's preparation and processing site in CONUS, from that location to the Departure Assembly Point identified by USAFCENT/FPS4. Upon return to the CONUS, the contractor or contract employee will furnish transportation from the contractor's out-processing location.

**8.4.** The contractor will maintain the capability to place any personnel in-country within 72 hours, or as soon as USAFCENT/FP4 is able to obtain country clearances and fulfill other regulatory and host nation requirements.

**8.5.** The contractor shall furnish all necessary immunizations for personnel, not earlier than 30 days prior to their scheduled departure for the USCENTCOM AOR, and as necessary for those contractor personnel who remain in theater for extended periods (option years). If immunizations are provided by the site medical facility, reimbursement for services will be required. Immunizations required will be the same, as those required for active duty personnel.

**8.6.** The contractor will provide the following training:

- (a) Role of the contractor
- (b) Duties and responsibilities of the contractor
- (c) Role of the USCENTCOM AOR manager
- (d) Problem resolution
- (e) Role of the Chief, Security Forces at duty location

**8.7** The contractor will process security clearances for all contract personnel and ensure they have been granted a minimum of DOD approved "SECRET" security clearance before dispatching them to perform duties under this task order.

**9.0. PROPERTY CONTROL.** The contractor shall be responsible for proper utilization and safeguarding of all government property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured. Contractor employees must immediately report damage to government facilities and equipment upon discovery of such damage. Equipment found to be defective will also be reported in a timely manner, to allow for repair or replacement. These reports will be made to the QA.

**9.1. Key Control.** The contractor shall establish and implement methods of making sure all keys issued to (or security combinations provided to) the contractor by the government are not lost or misplaced (or compromised) and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

9.1.1. The contractor shall immediately report to the QA or contracting officer any occurrences of lost or duplicated keys or compromised combinations.

9.2. Lock Combinations. The contractor shall control access to all government provided lock combinations to preclude unauthorized entry.

**10.0 CONSERVATION OF GOVERNMENT UTILITIES.** The contractor shall make sure employees practice utilities conservation. The contractor shall be responsible for operating under conditions that prevent the waste of utilities to include:

10.1. Lights shall be used only in areas where work is actually being performed.

10.2. Employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

10.3. Water faucets or valves shall be turned off when not in use.

**11.0. Security Requirements.** The contractor will hire only U.S. citizens and who are suitable for holding a position of trust and able to obtain clearance for sensitive and classified information. Contract employees shall have, as a minimum, a SECRET security clearance Applicants will not be eligible to be assigned to perform services under this task order if they have any of the following:

- (a) Pending criminal or civil charges (including divorce/child custody proceedings)
- (b) Felony arrest record
- (c) Alcohol related arrest within the last five years
- (d) Any type of moral turpitude arrest record/history (including, but not Limited to, prostitution, pandering, voyeurism, public indecency)
- (e) Any type of involvement in hate crimes
- (f) History of violence
- (g) Involvement in any group or organization that espouses extralegal violence as a legitimate means to achieve an end

**11.1 Security:** The highest level of security clearance required for this effort is SECRET. The government will issue a DD-254 form as part of this task order.

**11.2** The contractor will be required to have a SECRET facility clearance with SECRET safeguarding capabilities not to exceed two (2) cubic feet. The contractor will require access to Communications Security (COMSEC) Information and For Official Use Only (FOUO) Information. In performing this contract, the contractor will receive classified documents only; perform services only; have access to classified information outside the US, Puerto Rico, US possessions and trust territories; be authorized to use the Defense Technical Information Center (DTIC); or other secondary distribution center; and have Operations Security (OPSEC) requirements. Administrative duties performed by the contractor will not require a clearance and may require an investigation for Information Technology (IT) sensitive duties.

**12.0. Performance of Services During Crisis Declared by the National Command Authority OR OVERSEAS**

**Combatant Commander.** Services to be performed under the task order are essential for performance during crisis and, according to Department of Defense Instruction (DODI) 3020.37 (Continuation Of Essential DoD Contractor Services) and Air Force implementation thereof, it is determined that the contractor will be required to perform during crisis situations up to 24 hours-a-day, including off-duty and holiday periods. The contractor may be notified in person or telephonically that such duty hours are in effect and be required to respond for such duty within 20 min.

**13.0. Special Qualifications**

13.1. The contractor shall make sure employees have the following current and valid professional certifications before starting work under this task order and ensure any other certifications/licenses are obtained (and maintained current) as required by Host Nation regulations:

- (a) A valid US driver's license
- (b) A valid US passport
- (c) Appropriate country visas
- (d) A valid international driver's license (if required).

**14.0 Privacy Act:** Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

**15.0 Personal Service:** The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract".

**16.0 Section 508 Compliance:** The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional 508 information:

- <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
- <http://www.access-board.gov/508.htm>
- <http://www.w3.org/WAI/Resources>

**17.0 Past Performance Information:** The Government will provide and record Past Performance Information for acquisitions over \$100,000 utilizing the National Institute of Health (NIH) Contractor Performance System (CPS). The CPS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractor's are required to register in the NIH-CPS, so contractor's may review and comment on past performance reports submitted through the NIH-CPS.

Below are the web sites addresses:

**CPS** - <https://cpscontractor.nih.gov>

**PPIRS** - <http://www.ppirs.gov>

**18.0 Problem Resolution:** Contractor shall bring problems, or potential issues, affecting performance to the attention of the CR and GSA CAM as soon as possible. Verbal reports will be followed up with written reports when

directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. Contractor will work cooperatively with the Government to resolve issues as they arise.

**19.0 Closeout:** GSA Region 4 internal policies determine that as the office responsible for payment to contractors that a contract will be closeout 90 days after the Period of Performance has ended. A request for FINAL invoice will be sent to the contractor for action, after the final invoice has been paid then a Request for Release of Claims will be sent to the contractor.

**20.0 Reimbursable Costs:** All reimbursable costs must be in conformance with the task order requirements and authorized in writing by the Contracting Officer Technical Representative and the GSA Contracting Officer. The Government Reimbursable Costs budget is \$ 20,000,000.00 for the life of the Task Order including all Options. This budget applies to all authorized reimbursable costs.

20.1 Travel: Travel may be required to fulfill the requirements of this task. The Contractor shall ensure that the requested travel costs will not exceed what has been authorized in the task order. Contractor incurred actual expenses resulting from Government directed travel are cost reimbursable but are limited by the Government Joint Travel Regulations (JTR) and must be pre-approved by the Contracting Officer Technical Representative and/or GSA CO or CAM. The travel request shall be submitted to GSA for task order approval through the submission of an action memo via ITSS. The action memo must be submitted 14 work days prior to travel and must contain Contracting Officer Technical Representative and/or GSA CO or CAM approval, travel cost items with a total travel amount, and the total of the task order travel balance. The Contractor will include any anticipated travel costs in the quote.

20.1.1 While majority of the locations are listed in paragraph 2.0, all locations and duration of travel cannot be definitively established at this time. Anticipated travel costs are not expected to exceed the Government Reimbursable Costs budget. No G&A or other percentage markup will be allowed on travel (unless it has already been specifically negotiated into your existing Schedule Contract awarded by the Schedule CO's office). Reimbursable Travel associated costs may include costs such as pre- and post-deployment physicals, passport fees, consular fees, country sponsorship fees, cell phone expenses (Force Protection Purposes) etc.

## 21.0 Other Direct Costs (ODC's)

21.1 The contractor may be required to obtain supplies and/or materials for the performance of this task. Those supplies and/or materials must be incidental to and associated with the overall functions being performed through this task order. The contractor shall abide by the requirements of the FAR in acquiring supplies and/or materials, and must maintain files in such a manner that the GSA Contracting Officer could review them upon request to ensure compliance with federal procurement regulations. Contractor teaming, partnering, and subcontracting are acceptable to provide a total solution. However, price reasonableness should always be determined prior to selecting a teammate or partner. Supplies and/or materials may be ordered on GSA Schedule 70, SIN 132-8 or other acceptable GSA Schedule SINs. Otherwise, supplies and/or materials are considered to be open market items and are limited to \$3,000 for the life of the Task Order including all options.

## 22.0 INVOICES

### 22.1 Payment Information:

**NOTE: Failure to enter an invoice into the GSA ITSS web based system will result in a rejection**

The Contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task order number in the GSA ITSS (Information Technology Solution Shop) Contract Registration (not the Contractor's company or individual representative's registration) as well as with the information

under the Contractor's DUNS number in the Central Contractor Registration (CCR), <http://www.ccr.gov>. Mismatched information will result in rejected task orders and payments.

- Company Name – Legal Business Name and DBA (Doing Business As) Name
- Mailing Address – Contact and Address Information
- Remittance Address – Remit To Address Information
- Employer's Identification Number – Federal Tax ID
- DUNS (Data Universal Numbering System)

### **22.2 Invoice Information**

- Invoice Number – must not include any special characters; ITSS and the invoice must match
- ACT Number from GSA Form 300, Block 4
- GSA Task Order Number – must match ITSS
- Task order Number from GSA Form 300, Block 3
- Point of Contact and Phone Number
- Period of Performance for the Billing Period
- Labor per payment schedule, reimbursable costs, and other charges (e.g., G&A) must be broken out in accordance with the work statement
- Prompt Payment Discount, if offered
- Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- Total cumulative Task Order Amount and Burn Rate

### **22.3 Invoice Submittal**

- A copy of the invoice must be posted in the GSA IT Solutions Shop (ITSS) web-based Order Processing System (<http://it-solutions.gsa.gov>) or future equivalent. The COTR and GSA CO/CAM must approve the invoice in ITSS prior to payment.
- The original invoice must be submitted to GSA's finance center. This may be done electronically to the finance center web site (<http://www.finance.gsa.gov>) or via regular U. S. mail to this address:

**GENERAL SERVICES ADMINISTRATION  
BCEB  
PO BOX 219434  
KANSAS CITY, MO 64121-9434**

- The invoice information posted in ITSS must match the invoice information submitted to GSA's finance center to initiate a receiving report.
- The payment information must satisfy a three-way match (ITSS, GSA finance center, and CCR) for the invoice to be successfully processed for payment.

**22.4** Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government. Copies of receipts, travel vouchers, etc. that have been completed in accordance with Government Joint Travel Regulations (JTR) shall be attached to the invoice to support charges other than employee labor hours. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

**22.5** Payment Schedule: The Contractor shall invoice for work performed in accordance with the payment schedule that was submitted to and approved by the GSA Contracting Officer. Payment schedule for the labor only will be based on the firm fixed price divided by 12 months.

22.6 Invoices for final payment must be so identified and submitted within 60 days from task completion. No further charges are to be billed. The Contractor shall request an extension for final invoices that may exceed the 60 days from GSA.

APPENDIX A  
ADDITIONAL CONTRACT CLAUSES

**A.1. CLAUSES INCORPORATED BY REFERENCE**

CLAUSE NUMBER	TITLE	DATE
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Worker's Compensation and War Hazard Insurance Overseas	APR 1984
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7000	Reimbursement for War Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991

**A.2. CLAUSES INCORPORATED BY FULL TEXT**

**A.2.1 FAR 52.217-5 Evaluation of Options (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**A.2.2 FAR 52.217-8, Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End )

**A.2.3 FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)**

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End )

**A.2.4 DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)**

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(b) *General.*

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

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

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

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

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

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

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

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

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) *Compliance with laws and regulations.*

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

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

- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

*(e) Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

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

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph

(b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

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

(h) *Contractor personnel.*

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

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

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

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

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

(i) *Military clothing and protective equipment.*

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

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

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

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

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

(i) Weapons.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) *Evacuation.*

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

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

(n) *Next of kin notification and personnel recovery.*

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End )

**A.2.5 DFAR 252.225-7040 CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION #2 - 2007-00010)**

(a) Definitions. As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or if a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) General. (a) This clause applies when contractor personnel are required to perform in the United States Central command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

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

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

(4) Service performance by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 notes.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that personnel in the USCENTCOM AOR are familiar with and comply with all applicable—

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

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visa, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdictions over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
- (ii) Pursuant to the War Crimes Act, 18. U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

- (1) Process through the departure center designated in the contract or completes another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

Personnel hired under contracts for which the period of performance is less than 30 days; and Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guess account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) Registration in SPOT.

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spottracker>.

(v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or [SPOT@technisource.com](mailto:SPOT@technisource.com).

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

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(ii) The N/A may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

(A) Safely;

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

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

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

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

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

(i) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contractor in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(1) Evacuation. If the Chief of Mission or Combatant Command orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery. In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personnel effects. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontractor personnel to perform in the USCENTCOM AOR.

#### **A.2.6 DFAR-252.232-7007 Limitation of Government's Obligation**

##### **LIMITATION OF GOVERNMENT'S OBLIGATION**

##### **LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) base period through option period 4 may be incrementally funded. For these item(s), the sum of § TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

DATE	AMOUNT
On execution of contract	\$TBD
DATE 1	\$TBD
DATE 2	\$TBD
DATE 3	\$TBD

### A.3. Supplemental Clauses

**A.3.1 Compliance with Laws and Regulations.** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious 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)

### **A.3.2 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports.**

All contractors ("contractors" herein below includes 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.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) 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.

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.

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

(End)

### **A.3.3. Reporting a Kidnapping** Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the Statement of Work. Reformat as necessary.

To Report a Kidnapping - Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- Who was kidnapped?
- Name
- Age
- Nationality and country of residence
- When did the incident occur?
- Where did it happen?
- How was the person kidnapped?

(End)

**A.3.4 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan.** 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.

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 deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $>/= 40$ ); 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).

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

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

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 January 4, 2007, 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.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

**A.3.5. Quarterly Contractor Census Reporting.** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to [JCCI.J2J5J7@pco-iraq.net](mailto:JCCI.J2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

- (1) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (2) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (3) The company names and contact information of its subcontractors at all tiers; and
- (4) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)



**DEPARTMENT OF THE AIR FORCE**  
UNITED STATES CENTRAL COMMAND AIR FORCES (USCENTAF)  
SHAW AIR FORCE BASE, SOUTH CAROLINA

JUN 01 2007

USCENTAF/JA

GENERAL ORDER NUMBER 1B (GO-1B)

**TITLE:** Prohibited Activities for United States Air Force Personnel Assigned to or Attached for Duty to Units within the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

**PURPOSE:** To identify conduct that is prejudicial to the maintenance of good order and discipline of all United States Air Force personnel assigned to or attached for duty to units within the USCENTCOM AOR.

**AUTHORITY:** Uniform Code of Military Justice (UCMJ)(10 USC Sections 801-940).

**APPLICABILITY:** This General Order is applicable to all United States Air Force military personnel assigned to or attached for duty to units within the USCENTCOM AOR and to civilians and contingency contractor personnel serving with, employed by, or accompanying such forces.

**1. STATEMENT OF MILITARY PURPOSE AND NECESSITY:** Operations and deployments in the USCENTCOM AOR place personnel of this command in countries where local laws and customs prohibit or restrict certain activities that are generally permissible in western societies. Restrictions on these activities are essential to preserving US/host nation relations and combined operations of US and friendly forces. In addition, personnel are assigned or attached to this command in the USCENTCOM AOR to support contingency operations. These are military operations where preservation of good order and discipline is essential to performance of the mission and force protection. High operational tempo combined with often-hazardous duty necessitates additional restrictions on certain activities to ensure mission accomplishment and force protection.

**2. PROHIBITED ACTIVITIES:**

a. Purchases, possession, use or sale of privately owned firearms, ammunition, explosives, or the introduction of these items into the USCENTCOM AOR;

b. Entrance into a mosque or other site of Islamic religious significance by non-Muslims unless directed to do so by military authorities, required by military necessity, or as part of an official tour conducted with the approval of military authorities and the host nation.

Commanders are authorized to implement more restrictive procedures for force protection reasons if they determine the current local security situation warrants such action;

c. Introduction, purchase, possession, use, sale, transfer, manufacture or consumption of any alcoholic beverage. The prohibition against possession, use, and consumption of alcoholic

beverages is waived for all areas in the USCENTCOM AOR except Saudi Arabia, Kuwait, Afghanistan, Pakistan, and Iraq. Where not prohibited by the General Order, the possession, use and consumption of alcoholic beverages will follow appropriate deportment in respecting host nation laws and customs. Because of the high operations tempo and often-hazardous duty faced by United States forces in the USCENTCOM AOR, it is essential that commanders and supervisors exercise active control over these activities and they are therefore directed to use discretion and sound judgment in promulgating and enforcing appropriate guidelines and restrictions, regularly reviewing them to ensure they are commensurate with current or foreseen operations and threats and the maintenance of good order and discipline;

- d. Introduction, purchase, possession, use, sale, transfer, manufacture, or consumption of any controlled substances, or drug paraphernalia. Prescription drugs must be accompanied by the original prescription label of the prescribing medical facility or authority;
- e. Introduction, purchase, possession, transfer, sale, creation, or display of any pornographic or sexually explicit material, including but not limited to photographs, videotapes, CDs, or DVDs, movies, drawings, cartoons, books, magazines, or similar representations. For purposes of this order, “sexually explicit material” means material, the dominant theme of which is the depiction or description of nudity, including sexual or excretory activities or organs, in a lascivious or lustful way. The prohibitions contained in this subparagraph do not apply to materials displayed or obtained by or from AFRTS, AAFES or MWR outlets in the USCENTCOM AOR;
- f. Photographing or filming detainees or human casualties, as well as the possession, distribution, transfer, or posting, whether electronically or physically, of visual images depicting detainees or human casualties, except as required for official duties. “Human casualties” are defined as dead, wounded or injured human beings, to include separated body parts, organs and biological material, resulting from either combat or non-combat activities. This prohibition does not apply to the possession of visual images acquired from open media sources (e.g., magazines and newspapers), nor is the distribution of these unaltered images, subject to copyright markings or notices. Additionally, possession and distribution of open media source images is not prohibited if required for official duties. Finally, with their express consent, the photographing and possession of images of wounded personnel while within medical facilities and during periods of recovery is also not prohibited.
- g. Gambling of any kind, to include sports pools, lotteries and raffles, unless permitted by host nation laws and applicable service or component regulations;
- h. Removing, possessing, selling, defacing, or destroying archeological artifacts or national treasures;
- i. Selling, bartering, or exchanging any currency other than at the official host nation exchange rate;
- j. Adopting as pets or mascots, caring for, or feeding any type of domestic or wild animal;
- k. Proselytizing or attempting to win converts of any religion, faith or practice;

1. Attending host nation public disciplinary proceedings of any kind, including executions;
  - m. Taking or retaining individual souvenirs or war trophies. Explanation of this prohibition is as follows:
    - (1) Private or public property may be seized during exercises or operations only on order of the commander, when based on military necessity. Such property will be collected, processed, secured and stored for later return to the lawful owner. The wrongful taking of private property, even temporarily, is a violation of Article 121, UCMJ. Public property seized by the United States Armed Forces is the property of the United States. The wrongful retention of such property is a violation of Article 108, UCMJ;
    - (2) No weapon, munitions, or military article of equipment obtained or acquired by any means other than official issue may be retained for personal use or shipped out of the USCENTCOM AOR for personal retention or control;
    - (3) This prohibition does not preclude the lawful acquisition of tourist souvenirs that can be legally imported into the United States;
  - n. Visitation by persons to the sleeping quarters of a person of opposite gender is prohibited except for official purposes or as approved by the Commander or Vice Commander of the 9th Aerospace Expeditionary Task Force, the Air Expeditionary Wing Commander or Air Expeditionary Group Commander.
3. PUNITIVE ORDER: Paragraph 2 of this General Order is punitive. Violations of the prohibitions in Paragraph 2 of this General Order by military personnel may result in punishment under the UCMJ. Civilians and contingency contractor personnel serving with, employed by, or accompanying the Armed Forces of the United States in the USCENTCOM AOR may face criminal prosecution or adverse administrative action for violation of this General Order. Commanders and supervisors are expected to exercise discretion and sound judgment in enforcing this General Order.
4. INDIVIDUAL DUTY: All persons, military and civilian, subject to this General Order are charged with the individual duty to become familiar with and respect the laws, regulations, and customs of their host nation insofar as they do not interfere with the execution of their official duties. Acts of disrespect or violations of host nation laws, regulations, and customs may be punished under applicable criminal statutes and administrative regulations.
5. SUBORDINATE COMMANDER RESPONSIBILITY: Subordinate commanders and supervisors are charged to ensure all personnel are briefed on the prohibitions and requirements of this General Order.
6. CONFISCATION OF OFFENDING ARTICLES: Items violating this General Order may be considered contraband, confiscated, and destroyed. Before destruction of contraband, commanders or law enforcement personnel should coordinate with their servicing judge advocate.

7. USCENTCOM WAIVERS AND AMENDMENTS: If USCENTCOM publishes any waivers or amendments to USCENTCOM GO-1B and those waivers or amendments effect a provision of this General Order, then the waivers or amendments apply equally to the provision of this Order. For instance, waivers that exempt application of GO-1B to personnel assigned to Defense Attaché Offices and other activities that are conducted under the direction and control of the Chief of Mission at a US Embassy also apply to exempt those personnel from application of this General Order. It will be noted, however, that personnel who are co-located at a US Embassy or joint headquarters are not exempt if they are not under the direction and control of the Chief of Mission; for example, personnel are not exempt if they are located at a US Embassy or joint headquarters and are assigned to detachments or elements of 9 AETF, 9 ASUS, and Air Component Coordination Elements.

8. EFFECTIVE DATE: This General Order is effective immediately. It will remain in effect until rescinded by COMUSCENTAF or higher authority. This order supercedes USCENTAF General Order 1A (GO-1A), dated 23 March 2003, as amended by memoranda dated 11 April 2003, 21 August 2003, and 10 January 2005.



GARY L. NORTH  
Lieutenant General, USAF  
Commander

## APPENDIX B

### Performance Requirements Summary (PRS)

PWS	Deliverable/Required Service	Performance Standard	Acceptable Quality Level	Method of Surveillance
2.0	Has the contractor provided all resources and equipment necessary to carry out the requirements stated in the PWS	Resources and Equipment available 98% of the time	98%	Periodic Inspection
3.3	Has the contractor provided required number of personnel to fill all position?	All positions filled 98% of the time	98%	Periodic Inspection
4.8	Has the contractor provided personnel for a 60 hour work week with normal duty hours of 0700-1700? Hours may be adjusted by the SFS/CC as	All positions filled 98% of the time	98%	Periodic Inspection
3.18	Has the contractor employed US Citizens with a Secret Clearance at least 22 years old?	100% compliance with Security and Age requirement	100%	Periodic Inspection
4.4	Has the contractor provided skilled and trained management personnel to deal with matters	Personnel available 98% of the time	99%	100% Inspection
4.7	Has the contractor developed contingency plans for Natural Disasters, Labor Disputes,	Plan available at all locations	100%	Periodic Inspection
4.10	Is the contractor available for emergency response within 20 minutes?	Maintain ability to respond	98%	Periodic Inspection
4.1	Does the contractor respond to and support Military exercises as required?	Maintain ability to respond	98%	Periodic Inspection
4.17	Does the contractor provide the monthly status report each month	Reports provided on time	100%	Periodic Inspection
4.18	Has the contractor provided a Quality Control Plan?	QC Plan available	100%	Periodic Inspection

## APPENDIX B

### Workload Estimate

POSITION	QATAR	KSA	UAE	KUWAIT		KYRG	OMAN
	379	64	380	386	387	376	405
Security Forces Armory Support	1	1	1	1	1	1	1
K-9 Trainer	1	1	1	1	0	1	1
Security Forces Supply Support	1	1	1	1	1	1	1
Security Forces Training Support	1	1	1	1	1	1	1
Security Forces Vehicle Manager Support	1	1	1	1	1	1	1
CSS Administrative Specialist Support	1	1	1	1	1	1	1
Pass and Identification (Office) Support	1	1		0	1	1	1
Reports and Analysis Support	1	1	1	1	1	1	1
Information/Personnel/Industrial Security Support	1	1	1	1	0	1	1
Pass and ID (Host Nation) Support	1	0	1	1	1	1	1
Resource Protection Support	1	1	1	1	1	1	1
Plans and Programs Support	1	1	1	1	1	1	1
Client Support Administrator Support	1	1	0	1	1	1	1
Information Technology Specialist (DBIDS Support)	1	1	1	1	1	1	1
Information Technology Specialist (DBIDS Support)	1	1	1	1	1	1	1
Site Manager	1	1	1	1	1	1	1
DBIDS position AFFOR Staff		1					
Contract Program Manager		1					
<b>Unit Totals:</b>	18	15	14	15	14	16	16
<b>GRAND TOTAL</b>							108