SOLICITATION, OFFER AND AWARD

SOLICITATION NO: S-ALMEC-06-R0069


S-AQMPD-07-C9054

2. ISSUED BY

U.S. Department of State
Office of Acquisition Management (AQM)
P.O. Box 9115, Rosslyn Station
Arlington, VA 22219
Phone: (703) 875-7320 Fax: (703) 875-6006

NOTE: In sealed bid solicitation “offer” and “officer” mean “bid” and “bidder”.

SOLICITATION

19. Sealed offers in original and one (1) copy for furnishing the supplies or services in the Schedule will be received at the place specified, 1701 N. Ft. Meyer Dr., Arlington, VA 22209 NFP, June 15, 2006 until 2:00 local time, Washington DC, 20009 USA.

CAUTION: Late Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.216-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

James S. (Steve) Rogers

B. TELEPHONE

Area Code: Number Ext.

(703) 875-7320

C. E-MAIL ADDRESS

RogersJS@state.gov

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X B. SUPPLIES OR SERVICE AND PRICES/COSTS

X C. DESCRIPTION/SPECIFICATION STATEMENT

X D. PACKAGING AND MARKETING

X E. INSPECTION AND ACCEPTANCE

X F. DELIVERIES OR PERFORMANCE

X G. CONTRACT ADMINISTRATION

X H. SPECIAL CONTRACT REQUIREMENTS

PART II - CONTRACT CLAUSES

X I. CONTRACT CLAUSES

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (120 calendar days unless a different period is indicated by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite aid item.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14%

10 CALENDAR DAYS: 20 CALENDAR DAYS: 30 CALENDAR DAYS

14. ACKNOWLEDGMENT OF AMENDMENTS A001 thru A013

The offeror acknowledges receipt of amendments to the solicitation and related documents numbered and dated:

15A. NAME AND ADDRESS

ArmorGroup North America, Inc.
1439 Spring Hill Road, Ste 300
McLean, VA 22102

15B. TELEPHONE NO. (Include area code) (703) 256-0002

15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS

15D. CHECK IF REMITTANCE ADDRESS [ ] IS SAME AS ABOVE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Michael Shingledeker, C.P.M.
Director, Contracts and Procurement

17. SIGNATURE

[Signature]

18. OFFER DATE

7 September 2006

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED AS INDICATED

20. AMOUNT

$11,019,000.00

21. ACCOUNTING AND APPROPRIATION

1906 2006 2007 8113 8113 8009 1606723514 5825 2558 5177 0060 6703

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[ ] 10 U.S.C. 2306(c)(x)

[ ] 41 U.S.C. 253(a)(x)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTRATION BY (If other than Item 7)

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

James S. (Steve) Rogers

27. UNITED STATES OF AMERICA

28. AWARD DATE

March 12, 2007

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

STANDARD FORM 20 (REV 9-97) Prescribed

UNCLASSIFIED
B.1 SERVICES. The Department of State (DOS), Bureau of Diplomatic Security (DS) is responsible for the protection of U.S. personnel, official facilities, and residences at over two hundred sixty (260) Foreign Service posts worldwide.

The recent emergence of the Government of Afghanistan has resulted in the re-establishment of a United States Mission in Kabul, Afghanistan. The U.S. Mission requires the operation and management of a highly-trained, professional security force, hereinafter referred to as the Embassy Security Force (ESF). The ESF shall protect life and property, prevent unauthorized access, maintain order, and deter criminal activity in and around the U.S. Mission in Afghanistan.

The Contractor shall provide guard services in accordance with Section C—PERFORMANCE WORK STATEMENT (PWS) and the Exhibits attached. As described in Section C, four types of services are required: Standard Services, Additional and Emergency Services and Site Support Services. For the Additional or Emergency Services, the Government may require the Contractor to supply additional materials or equipment, the costs for which shall be reimbursed in accordance with the terms and conditions of this contract. As to the Site Support Services, these costs will be firm, fixed price, and will ensure complete operation of Camp Sullivan.

B.1.1 OFFERS AND PAYMENT IN U.S. DOLLARS. All offerors shall submit their offers and, if selected for award, receive payment, entirely in U.S. Dollars.

B.1.2 CONTRACT-ACQUIRED EQUIPMENT. Title to all property acquired by the Contractor using contract funds shall pass to the Government at no extra charge. The Contractor shall tag, inventory, and track the movement of such property according to the guidelines in Exhibit N.

B.2 PRICING

B.2.1 GENERAL. In consideration of satisfactory performance, the Government will pay the Contractor each month for Standard Services; Additional or Emergency services on a time and materials basis; and, a fixed monthly rate for vehicles and other equipment, if provided by the Contractor, and for Site Support Services. If Defense Base Act Insurance is required under this contract, the Government shall reimburse the Contractor at cost.

B.2.2 STANDARD SERVICES. The hourly rates for Standard Services are fully loaded rates, including:
- all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);
- all direct and indirect material costs (except for separately priced vehicles and communications equipment);
- insurance (see FAR 52.228-4 and 52.228-5 in Section I; except for separately reimbursed DBA insurance);
- severance pay;
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.
B.2.3 ADDITIONAL OR EMERGENCY SERVICES. The hourly rates for Additional or Emergency Services, as defined in Section C, are fully loaded rates, including:

- all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);
- all direct and indirect material costs (except for separately priced vehicles and communications equipment);
- insurance (see FAR 52.228-4 and 52.228-5 in Section I; except for separately reimbursed DBA insurance);
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.

B.2.4 SITE SUPPORT SERVICES. The Government shall provide the ESF Contractor a camp, known as Camp Sullivan to house the ESF. The Contractor shall provide services to include, but not limited to food services, operation, maintenance and repair, dental, and medical to ensure complete life support. The monthly rates shall include all costs associated with life support. (See Sections C and H and Exhibits N and O).

B.2.5 RADIO NETWORK EQUIPMENT. The monthly rate shall include all costs associated with radio/communications equipment used in the contractor-furnished vehicles described under Section C.1.5.9.

B.2.6 VEHICLES. The monthly rate shall include all operating costs (See Section H.13), including, but not limited to fuel (for vehicles provided in Exhibit D), lubricants, oil, routine and special maintenance, care and cleaning, and insurance. For specific information referencing the Government provided vehicles, see Section H.13.

B.2.7 MATERIALS OR EQUIPMENT. These are items for which the contractor shall be reimbursed at cost for all non-expendable equipment and expendable supplies, related to performance of Additional or Emergency Services.

B.2.8 DEFENSE BASE ACT INSURANCE. The hourly rates and prices in the contract shall not include Defense Base Act (DBA) Insurance. The Government will reimburse the Contractor directly for DBA Insurance that is required and obtained in accordance with Section I, DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) – Services (DEVIATION)" and FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)".

When the contract is awarded, the Contractor shall contact the Contracting Officer and request the name of the insurance broker under contract to the Department of State. After paying the DBA insurance premium, the Contractor shall submit the certification of coverage from the carrier and a voucher for payment to the Contracting Officer. A paid invoice must support the voucher. The Contractor shall submit the certification to the Contracting Officer before the Notice to Proceed (see Section F).

The cost of DBA insurance is paid on an annual basis. The period of performance of this contract may be extended beyond one year. If so, the Contractor shall contact the Contracting Officer, request the new rates, and be reimbursed by the Government for the actual, documented DBA insurance costs.

B.2.9 DESCRIPTIONS OF LABOR CATEGORIES. See Section C for definitions and major duties/responsibilities of the labor categories for Standard Services and Additional or Emergency Services. All other personnel that may be required in the performance of this contract are not separately priced. For example, the Project Manager (See Section H) and any
administrative staff are not separately priced, but are included as part of overhead reflected in the hourly rates.

B.2.10 VALUE-ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the rates for Standard Services, Additional or Emergency Services, Vehicles, or in the estimated amount for Materials.

B.2.11 PHASE-IN TRANSITION PRICE. The phase-in/transition costs shall be incorporated into the offeror’s price in the Base Year only. The phase-in/transition costs may be for those costs the contractor incurs prior to beginning full performance of the contract. The Contractor must submit a detailed spreadsheet, with costs – per element, outlining all transition costs. During the phase-in/transition phase and until full performance is obtained, the Contractor, unless they are the incumbent Contractor, will not have access to Camp Sullivan. The Contractor shall be responsible for providing housing, meals and all/any associated costs to their employees as well as to subcontractor employees, if required under their subcontract(s), at an alternate location until the beginning of full performance. At full performance, Camp Sullivan will be made available to the Contractor and all ESF staff will be required to live in Camp Sullivan.

In the event of a phased transition, direct labor and services provided by the contractor that fall under the fixed prices in Section B.3, shall be invoiced at the appropriate rates specified in B.3. and not included under the phase-in/transition cost.

B.2.12 CATASTROPHIC INCIDENTS. When authorized by the Contracting Officer, the contractor shall be reimbursed at cost for all non-expendable equipment and expendable supplies that are required immediately to secure and repair Camp Sullivan. Specifically, the Contractor shall be reimbursed for property damage caused by events outside of the Contractor’s control including but not limited to “acts of God”, attacks by hostile forces or collateral damage by friendly forces. In addition, the Contractor shall be reimbursed at cost for equipment used in the operation of Camp Sullivan, which fails and must be replaced, and is not the result of Contractor negligence.

B.2.13 AMMUNITION. The Government shall provide all ammunition required under this contract except for training ammunition and requirement for ammunition as described in Exhibit D. The Government reserves the option to request the Contractor to provide ammunition as described in Section B.

B.3 PRICES. (See attached MS Excel Spreadsheet)
KABUL
Base Year - Amounts Listed in US$

B.3 Prices

B.3.1. Standard Services

(See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td></td>
<td></td>
<td>$230,422.40</td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td></td>
<td></td>
<td>$230,422.40</td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td></td>
<td></td>
<td>$634,399.20</td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td></td>
<td></td>
<td>$1,903,197.60</td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td></td>
<td></td>
<td>$1,480,571.40</td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td></td>
<td></td>
<td>$785,772.00</td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td></td>
<td></td>
<td>$7,369,268.80</td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td></td>
<td></td>
<td>$3,238,002.80</td>
</tr>
<tr>
<td>Guard (LN)</td>
<td></td>
<td></td>
<td>$116,157.80</td>
</tr>
<tr>
<td>Screener (LN)</td>
<td></td>
<td></td>
<td>$183,363.35</td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td></td>
<td></td>
<td>$546,361.20</td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td></td>
<td></td>
<td>$634,399.20</td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td></td>
<td></td>
<td>$1,587,339.20</td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td></td>
<td></td>
<td>$1,748,668.80</td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td></td>
<td></td>
<td>$1,748,668.80</td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td></td>
<td></td>
<td>$1,567,339.20</td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td></td>
<td></td>
<td>$1,781,244.80</td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td></td>
<td></td>
<td>$109,699.20</td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td></td>
<td></td>
<td>$109,699.20</td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td></td>
<td></td>
<td>$109,699.20</td>
</tr>
</tbody>
</table>

Subtotal 1,202,584 $26,089,495.96

B.3.2 Additional or Emergency Services

(See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the base period of the contract are as follows:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td></td>
<td></td>
<td>$230,422.40</td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td></td>
<td></td>
<td>$230,422.40</td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td></td>
<td></td>
<td>$634,399.20</td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td></td>
<td></td>
<td>$190,319.76</td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td></td>
<td></td>
<td>$148,057.14</td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td></td>
<td></td>
<td>$78,577.20</td>
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<tr>
<td>Senior Guard (US/EXPAT)</td>
<td></td>
<td></td>
<td>$735,826.86</td>
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<tr>
<td>Guard (TCN)</td>
<td></td>
<td></td>
<td>$232,800.26</td>
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<tr>
<td>Guard (LN)</td>
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<td></td>
<td>$116,157.80</td>
</tr>
<tr>
<td>Screener (LN)</td>
<td></td>
<td></td>
<td>$183,363.35</td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td></td>
<td></td>
<td>$544,361.12</td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td></td>
<td></td>
<td>$634,399.20</td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td></td>
<td></td>
<td>$1,587,339.20</td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td></td>
<td></td>
<td>$1,748,668.80</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>$1,748,668.80</td>
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<tr>
<td>ERT Guard (US)</td>
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<td></td>
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<td></td>
<td>$109,699.20</td>
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<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td></td>
<td></td>
<td>$109,699.20</td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td></td>
<td></td>
<td>$109,699.20</td>
</tr>
</tbody>
</table>

Subtotal 120,258 $2,608,946.60
KABUL
Base Year - Amounts Listed in US$

B.3.3 Site Support Services:

<table>
<thead>
<tr>
<th>Operation, Maintenance and Repair (O&amp;M)</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$389,893.05</td>
<td>12.00</td>
<td>4,678,716.60</td>
</tr>
</tbody>
</table>

B.3.3.2. Food Services

<table>
<thead>
<tr>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.00</td>
<td>2,454,828.72</td>
</tr>
</tbody>
</table>

B.3.3.3. Medical Services

<table>
<thead>
<tr>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.00</td>
<td>299,947.20</td>
</tr>
</tbody>
</table>

B.3.4 Vehicles

The firm fixed price for all vehicles excluding Government provided vehicles and Site Support Services vehicles necessary for performance of this contract, as described in B.2.6 and H.13 is:

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,876.49</td>
<td>12.00</td>
<td>1,522,617.88</td>
</tr>
</tbody>
</table>

B.3.5 Reimbursable Materials and Equipment

Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.7):

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,876.49</td>
<td>12.00</td>
<td>1,522,617.88</td>
</tr>
</tbody>
</table>

B.3.6 Defense Base Act (DBA) Insurance

The Government will reimburse the Contractor for DBA Insurance. The total estimated cost of this insurance is:

|                         | 1,375,149.54    |

B.3.7 Phase-In/Transition Cost

The firm fixed price for all phase-in transition costs as described in Section B.2.11 is:

|                         | 1,663,153.22    |

B.3.8 Radio Network Equipment

The firm fixed price for Radio / Communications Equipment used in Contractor furnished vehicles as described in C.1.5.9 is:

|                         | 125,880.00      |

B.3.9 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan

Materials or equipment reimbursed for Catastrophic incidents and Replacement of Equipment at Camp Sullivan as described in Section B.2.12 shall not exceed:

|                         | 250,000.00      |

B.3.10 Option - Ammunition

"IF THIS OPTION IS EXERCISED BY THE GOVERNMENT - (See Section C, H and Exhibit D.) The Contractor shall provide the ammunition, by the type shown below for the base period of the contract, starting on the date stated in the Notice to Proceed, or Notice to Exercise Option, and for the rest of the Base Year. The Government reserves the right to order all of the below, or just specific types and amounts, as needed. The fixed cost and ceiling for each category are:

<table>
<thead>
<tr>
<th>Type/Caliber</th>
<th>Rounds</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$21,137.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$103,851.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$11,329.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$26,225.00</td>
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<tr>
<td></td>
<td></td>
<td>$26,225.00</td>
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<tr>
<td></td>
<td></td>
<td>$22,871.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$7,830.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12,323.75</td>
</tr>
<tr>
<td>Ammunition Total</td>
<td>291,894.74</td>
<td></td>
</tr>
</tbody>
</table>

B.3.11 Contract Price - Summary

The total ceiling price for the base period of this contract is:

| Standard Services | 26,089,495.96 |
| Additional or Emergency Services | 2,608,849.60 |

UNCLASSIFIED
### Kabul

**Base Year - Amounts Listed in US$**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.3.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$4,678,718.60</td>
</tr>
<tr>
<td>B.3.3.2. Food Services</td>
<td>$2,454,827.72</td>
</tr>
<tr>
<td>B.3.3.3. Medical Services</td>
<td>$299,347.20</td>
</tr>
<tr>
<td>B.3.4 Vehicles</td>
<td>$1,522,517.88</td>
</tr>
<tr>
<td>B.3.5 Reimbursable Materials and Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>B.3.6 Defense Base Act (DBA) Insurance</td>
<td>$1,375,149.54</td>
</tr>
<tr>
<td>B.3.7 Phase-in/Transition Cost</td>
<td>$1,663,553.22</td>
</tr>
<tr>
<td>B.3.8 Radio Network Equipment</td>
<td>$125,880.00</td>
</tr>
<tr>
<td>B.3.9 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B.3.10 Option - Ammunition</td>
<td>$291,894.74</td>
</tr>
</tbody>
</table>

**Total Price for the Base Period**

$41,369,933.46

**B.3.12** The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.
KABUL
First Option Year - Amounts Listed in US$

B.4 Option Years: Levels of Effort and Pricing

B.4.1 First Option Year - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.1.1 Standard Services

(See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the First Option Year of the contract and continue for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,518.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,293.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,345,566.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,972.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,363.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$545,310.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$1,787,828.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$1,06,121.60</td>
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<td></td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
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<td></td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 1,202,584 $26,025,650.76

B.4.1.2 Additional or Emergency Services

(See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the First Option Year of the contract are as follows:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,518.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,293.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,345,566.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,972.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,363.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$545,310.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$1,787,828.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$106,121.60</td>
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<td></td>
</tr>
</tbody>
</table>

ÚNCLASSIFIED
KABUL
First Option Year - Amounts Listed in US$

<table>
<thead>
<tr>
<th>Radio Tech (US/EXPAT)</th>
<th></th>
<th>$10,612.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Subtotal</td>
<td>120,258</td>
</tr>
</tbody>
</table>
B.4.1.3 Site Support Services:

B.4.1.3.1. Operation, Maintenance and Repair (O&M)  

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$274,845.85</td>
<td>12.00</td>
<td>3,298,147.80</td>
</tr>
</tbody>
</table>

B.4.1.3.2. Food Services  

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$212,893.73</td>
<td>12.00</td>
<td>2,554,724.76</td>
</tr>
</tbody>
</table>

B.4.1.3.3. Medical Services  

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19,744.93</td>
<td>12.00</td>
<td>236,939.16</td>
</tr>
</tbody>
</table>

B.4.1.4 Vehicles  

The firm fixed price for all vehicles excluding Government provided vehicles and Site Support Services vehicles necessary for performance of this contract, as described in B.2.6 and H.13 is:

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,443.24</td>
<td>12.00</td>
<td>185,318.88</td>
</tr>
</tbody>
</table>

B.4.1.5 Reimbursable Materials and Equipment  

Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.7):

$10,000.00

B.4.1.6 Defense Base Act (DBA) Insurance  

The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is:

$1,316,579.37

B.4.1.7 Radio Network Equipment  

The firm fixed price for Radio / Communications Equipment used in Contractor furnished vehicles as described in C.1.5.9. is:

$26,175.00

B.4.1.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan  

Materials or equipment reimbursed for Catastrophic Incidents and Replacement of Equipment at Camp Sullivan as described in Section B.2.12 shall not exceed:

$260,000.00

B.4.1.9 Option - Ammunition  

'IF THIS OPTION IS EXERCISED BY THE GOVERNMENT - (See Section C, H and Exhibit D.)The Contractor shall provide the ammunition, by the type shown below for the base period of the contract, starting on the date stated in the Notice to Proceed, or Notice to Exercise Option, and for the rest of First Option Year. The Government reserves the right to order all of the below, or just specific types and amounts, as needed. The fixed cost and ceiling for each category are:

<table>
<thead>
<tr>
<th>Type/Caliber</th>
<th>Rounds</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$21,097.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$103,853.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$11,307.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$26,175.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$26,175.00</td>
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<tr>
<td></td>
<td></td>
<td>$32,713.00</td>
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<tr>
<td></td>
<td></td>
<td>$7,915.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12,360.25</td>
</tr>
<tr>
<td>Ammunition Total</td>
<td></td>
<td>$291,338.22</td>
</tr>
</tbody>
</table>

B.4.1.10 Contract Price - Summary  

The total ceiling price for the First Option Year of this contract is:

B.4.1.1 Standard Services  

$26,025,650.76

B.4.1.2 Additional or Emergency Services  

$2,602,565.08

B.4.1.3.1. Operation, Maintenance and Repair (O&M)  

$3,298,147.50
**KABUL**
First Option Year - Amounts Listed in US$  

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.4.1.3.2. Food Services</td>
<td>$2,554,724.76</td>
</tr>
<tr>
<td>B.4.1.3.3. Medical Services</td>
<td>$236,939.16</td>
</tr>
<tr>
<td>B.4.1.4 Vehicles</td>
<td>$185,318.88</td>
</tr>
<tr>
<td>B.4.1.5 Reimbursable Materials and Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>B.4.1.6 Defense Base Act (DBA) Insurance</td>
<td>$1,316,579.37</td>
</tr>
<tr>
<td>B.4.1.7 Radio Network Equipment</td>
<td>$26,175.00</td>
</tr>
<tr>
<td>B.4.1.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B.4.1.9 Option - Ammunition</td>
<td>$291,338.22</td>
</tr>
</tbody>
</table>

**Total Price for the First Option Year**  

$36,797,439.03

B.4.1.11 The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.
### KABUL

**Second Option Year - Amounts Listed in US$**

**B.4.2 Second Option Year** — starting two years after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

**B.4.2.1 Standard Services**

(See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the Second Option Year of the contract and continue for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,518.40</td>
<td>$1,899,518.40</td>
<td>$1,899,518.40</td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,293.20</td>
<td>$1,472,293.20</td>
<td>$1,472,293.20</td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.20</td>
<td>$783,757.20</td>
<td>$783,757.20</td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,345,566.60</td>
<td>$7,345,566.60</td>
<td>$7,345,566.60</td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,972.80</td>
<td>$3,231,972.80</td>
<td>$3,231,972.80</td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.60</td>
<td>$116,157.60</td>
<td>$116,157.60</td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,363.36</td>
<td>$183,363.36</td>
<td>$183,363.36</td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$545,310.00</td>
<td>$545,310.00</td>
<td>$545,310.00</td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,554,448.40</td>
<td>$1,554,448.40</td>
<td>$1,554,448.40</td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td>$1,743,152.40</td>
<td>$1,743,152.40</td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,554,448.40</td>
<td>$1,554,448.40</td>
<td>$1,554,448.40</td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$1,787,828.40</td>
<td>$1,787,828.40</td>
<td>$1,787,828.40</td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
</tr>
</tbody>
</table>

**Subtotal** 1,202,584 $26,025,850.76

**B.4.2.2 Additional or Emergency Services**

(See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the Second Option Year of the contract are as follows:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
<td>$229,985.60</td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$169,951.84</td>
<td>$169,951.84</td>
<td>$169,951.84</td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$147,229.32</td>
<td>$147,229.32</td>
<td>$147,229.32</td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$78,375.72</td>
<td>$78,375.72</td>
<td>$78,375.72</td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$734,566.66</td>
<td>$734,566.66</td>
<td>$734,566.66</td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$323,197.28</td>
<td>$323,197.28</td>
<td>$323,197.28</td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$11,615.76</td>
<td>$11,615.76</td>
<td>$11,615.76</td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$18,363.36</td>
<td>$18,363.36</td>
<td>$18,363.36</td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$545,310.00</td>
<td>$545,310.00</td>
<td>$545,310.00</td>
</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
<td>$633,172.80</td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$156,444.84</td>
<td>$156,444.84</td>
<td>$156,444.84</td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$174,315.24</td>
<td>$174,315.24</td>
<td>$174,315.24</td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$156,444.84</td>
<td>$156,444.84</td>
<td>$156,444.84</td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$178,782.84</td>
<td>$178,782.84</td>
<td>$178,782.84</td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
<td>$10,612.16</td>
</tr>
</tbody>
</table>

**Subtotal** 120,256 $2,602,583.08
KABUL
Second Option Year - Amounts Listed in US$

B.4.2.3 Site Support Services:

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.4.2.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$279,694.16</td>
<td>12.00</td>
</tr>
<tr>
<td>B.4.2.3.2. Food Services</td>
<td>$220,238.55</td>
<td>12.00</td>
</tr>
<tr>
<td>B.4.2.3.3. Medical Services</td>
<td>$19,744.93</td>
<td>12.00</td>
</tr>
</tbody>
</table>

B.4.2.4 Vehicles
The firm fixed price for all vehicles excluding Government provided vehicles and Site Support Services vehicles necessary for performance of this contract, as described in B.2.6 and H.13 is:

<table>
<thead>
<tr>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| B.4.2.5 Reimbursable Materials and Equipment
Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.7): |

B.4.2.6 Defense Base Act (DBA) Insurance
The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is:

| $1,316,579.37 |

B.4.2.7 Radio Network Equipment
The firm fixed price for Radio / Communications Equipment used in Contractor furnished vehicles as described in C.1.5.9. is:

| $15,443.24 | 12.00 | 185,318.88 |

B.4.2.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan
Materials or equipment reimbursed for Catastrophic Incidents and Replacement of Equipment at Camp Sullivan as described in Section B.2.12 shall not exceed:

| $250,000.00 |

B.4.2.9 Option - Ammunition
'IF THIS OPTION IS EXERCISED BY THE GOVERNMENT - (See Section C, H and Exhibit D.)The Contractor shall provide the ammunition, by the type shown below for the base period of the contract, starting on the date stated in the Notice to Proceed, or Notice to Exercise Option, and for the rest of Second Option Year. The Government reserves the right to order all of the below, or just specific types and amounts, as needed. The fixed cost and ceiling for each category are:

<table>
<thead>
<tr>
<th>Type/Caliber</th>
<th>Rounds</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$21,097.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$103,653.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$11,307.60</td>
</tr>
<tr>
<td></td>
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<td>$26,175.00</td>
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<td></td>
<td></td>
<td>$7,915.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12,302.25</td>
</tr>
</tbody>
</table>

Ammunition Total | $291,338.22 |

B.4.2.10 Contract Price - Summary
The total ceiling price for the Second Option Year of this contract is:

| B.4.2.1 Standard Services | $26,025,650.76 |
| B.4.2.2 Additional or Emergency Services | $2,602,565.08 |
| B.4.2.3.1. Operation, Maintenance and Repair (O&M) | $3,356,329.92 |
| B.4.2.3.2. Food Services | $2,642,862.60 |
KABUL
Second Option Year - Amounts Listed in US$

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.4.2.3.3. Medical Services</td>
<td>$236,939.16</td>
</tr>
<tr>
<td>B.4.2.4 Vehicles</td>
<td>$185,318.88</td>
</tr>
<tr>
<td>B.4.2.5 Reimbursable Materials and Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>B.4.2.6 Defense Base Act (DBA) Insurance</td>
<td>$1,316,579.37</td>
</tr>
<tr>
<td>B.4.2.7 Radio Network Equipment</td>
<td>$26,175.00</td>
</tr>
<tr>
<td>B.4.2.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B.4.2.9 Option - Ammunition</td>
<td>$291,338.22</td>
</tr>
</tbody>
</table>

Total Price for the Second Option Year                           $36,943,758.99

B.4.2.11 The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.
B.4.3 Third Option Year – starting three year after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.3.1 Standard Services

(See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the Third Option Year of the contract and continue for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,518.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,293.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,345,566.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,972.80</td>
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</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,363.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$545,310.00</td>
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</tr>
<tr>
<td>ERT Supervisor (US)</td>
<td>$633,172.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,743,152.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$1,564,448.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$1,787,828.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
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<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td>$106,121.60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $26,025,650.76

B.4.3.2 Additional or Emergency Services

(See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the Third Option Year of the contract are as follows:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$22,998.56</td>
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<tr>
<td>ERT Commander (US)</td>
<td>$22,998.56</td>
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</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$63,317.28</td>
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</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$169,951.84</td>
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<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$147,229.32</td>
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<tr>
<td>Senior Guard (TCN)</td>
<td>$78,375.72</td>
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<td>Senior Guard (US/EXPAT)</td>
<td>$734,556.66</td>
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<td>Guard (TCN)</td>
<td>$323,197.28</td>
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<td>Guard (LN)</td>
<td>$11,615.76</td>
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</tr>
<tr>
<td>Screener (LN)</td>
<td>$18,336.34</td>
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<tr>
<td>Dispatcher/Sr. Guard (US)</td>
<td>$54,531.00</td>
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<tr>
<td>ERT Supervisor (US)</td>
<td>$63,317.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$156,444.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$174,315.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$174,315.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$156,444.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$178,782.84</td>
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<tr>
<td>Armorer (US/EXPAT)</td>
<td>$10,612.16</td>
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<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$10,612.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
<td>$10,612.16</td>
<td></td>
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</tr>
</tbody>
</table>

Subtotal: $2,902,568.68
KABUL
Third Option Year - Amounts Listed in US$

B.4.3.3 Site Support Services:

<table>
<thead>
<tr>
<th></th>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.4.3.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$264,036.91</td>
<td>12.00</td>
<td>3,408,442.88</td>
</tr>
<tr>
<td>B.4.3.3.2. Food Services</td>
<td>$220,182.32</td>
<td>12.00</td>
<td>2,642,187.88</td>
</tr>
<tr>
<td>B.4.3.3.3. Medical Services</td>
<td>$19,744.93</td>
<td>12.00</td>
<td>236,939.16</td>
</tr>
</tbody>
</table>

B.4.3.4 Vehicles

The firm fixed price for all vehicles excluding Government provided vehicles and Site Support Services vehicles necessary for performance of this contract, as described in B.2.6 and H.13 is:

<table>
<thead>
<tr>
<th></th>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15,443.24</td>
<td>12.00</td>
<td>185,318.88</td>
</tr>
</tbody>
</table>

B.4.3.5 Reimbursable Materials and Equipment

Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.7):

$10,000.00

B.4.3.6 Defense Base Act (DBA) Insurance

The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is:

$1,316,579.37

B.4.3.7 Radio Network Equipment

The firm fixed price for Radio / Communications Equipment used in Contractor furnished vehicles as described in C.1.5.9. is:

$26,175.00

B.4.3.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan

Materials or equipment reimbursed for Catastrophic Incidents and Replacement of Equipment at Camp Sullivan as described in Section B.2.12 shall not exceed:

$250,000.00

IF THIS OPTION IS EXERCISED BY THE GOVERNMENT - (See Section C. H and Exhibit D.) The Contractor shall provide the ammunition, by the type shown below for the base period of the contract, starting on the date stated in the Notice to Proceed, or Notice to Exercise Option, and for the rest of the Third Option Year. The Government reserves the right to order all of the below, or just specific types and amounts, as needed. The fixed cost and ceiling for each category are:

<table>
<thead>
<tr>
<th>Type/Caliber</th>
<th>Rounds</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td>$113,307.60</td>
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<tr>
<td></td>
<td></td>
<td>$26,175.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$26,175.00</td>
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<tr>
<td></td>
<td></td>
<td>$62,713.00</td>
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<tr>
<td></td>
<td></td>
<td>$7,815.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12,302.25</td>
</tr>
</tbody>
</table>

| Ammunition Total | $291,338.22 |

B.4.3.10 Contract Price - Summary

The total ceiling price for the Third Option Year of this contract is:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.4.3.1 Standard Services</td>
<td>$26,025,650.76</td>
</tr>
<tr>
<td>B.4.3.2 Additional or Emergency Services</td>
<td>$2,602,566.08</td>
</tr>
<tr>
<td>B.4.3.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$3,408,442.88</td>
</tr>
<tr>
<td>Item</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>B.4.3.3.2. Food Services</td>
<td>$2,642,187.88</td>
</tr>
<tr>
<td>B.4.3.3.3. Medical Services</td>
<td>$236,939.16</td>
</tr>
<tr>
<td>B.4.3.4. Vehicles</td>
<td>$185,318.88</td>
</tr>
<tr>
<td>B.4.3.5. Reimbursable Materials and Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>B.4.3.6. Defense Base Act (DBA) Insurance</td>
<td>$1,316,579.37</td>
</tr>
<tr>
<td>B.4.3.7. Radio Network Equipment</td>
<td>$26,175.00</td>
</tr>
<tr>
<td>B.4.3.8. Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B.4.3.9. Option - Ammunition</td>
<td>$291,338.22</td>
</tr>
</tbody>
</table>

**Total Price for the Third Option Year** $36,995,197.22

B.4.3.11 The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.
**KABUL**

Fourth Option Year - Amounts Listed in US$

B.4.4 Fourth Option Year - starting four year after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.4.1 Standard Services

(See Section C and Exhibit A.) The contractor shall provide the guard service shown below for the Fourth Option Year of the contract and continue for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.50</td>
<td>$229,985.60</td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$632,172.80</td>
<td>$632,172.80</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,018.20</td>
<td>$1,899,018.40</td>
<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,393.20</td>
<td>$1,472,393.20</td>
<td></td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.50</td>
<td>$783,757.50</td>
<td></td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,348,856.80</td>
<td>$7,348,856.80</td>
<td></td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,973.80</td>
<td>$3,231,973.80</td>
<td></td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.80</td>
<td>$116,157.80</td>
<td></td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,393.36</td>
<td>$183,393.36</td>
<td></td>
</tr>
<tr>
<td>Dispatcher/Sc. Guard (US)</td>
<td>$543,010.00</td>
<td>$543,010.00</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,664,448.40</td>
<td>$1,664,448.40</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td>$1,743,152.40</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,743,152.40</td>
<td>$1,743,152.40</td>
<td></td>
</tr>
<tr>
<td>ERT Guard (US)</td>
<td>$1,564,443.40</td>
<td>$1,564,443.40</td>
<td></td>
</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$1,787,828.40</td>
<td>$1,787,828.40</td>
<td></td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td></td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$26,025,650.76</td>
<td>$26,025,650.76</td>
<td></td>
</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
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</tr>
</tbody>
</table>

Subtotal 1,202,584 $25,025,650.76

B.4.4.3 Additional or Emergency Services

(See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the Fourth Option Year of the contract are as follows:

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
<th>Number of Hours</th>
<th>Ceiling Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFC (US)</td>
<td>$229,985.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERT Commander (US)</td>
<td>$229,985.50</td>
<td>$229,985.60</td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (US)</td>
<td>$632,172.80</td>
<td>$632,172.80</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor (US)</td>
<td>$1,899,018.20</td>
<td>$1,899,018.40</td>
<td></td>
</tr>
<tr>
<td>Dog Handler (US/EXPAT)</td>
<td>$1,472,393.20</td>
<td>$1,472,393.20</td>
<td></td>
</tr>
<tr>
<td>Senior Guard (TCN)</td>
<td>$783,757.50</td>
<td>$783,757.50</td>
<td></td>
</tr>
<tr>
<td>Senior Guard (US/EXPAT)</td>
<td>$7,348,856.80</td>
<td>$7,348,856.80</td>
<td></td>
</tr>
<tr>
<td>Guard (TCN)</td>
<td>$3,231,973.80</td>
<td>$3,231,973.80</td>
<td></td>
</tr>
<tr>
<td>Guard (LN)</td>
<td>$116,157.80</td>
<td>$116,157.80</td>
<td></td>
</tr>
<tr>
<td>Screener (LN)</td>
<td>$183,393.36</td>
<td>$183,393.36</td>
<td></td>
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<tr>
<td>Dispatcher/Sc. Guard (US)</td>
<td>$543,010.00</td>
<td>$543,010.00</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Driver (US)</td>
<td>$1,664,448.40</td>
<td>$1,664,448.40</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/EMT (US)</td>
<td>$1,743,152.40</td>
<td>$1,743,152.40</td>
<td></td>
</tr>
<tr>
<td>ERT Guard/Marksman (US)</td>
<td>$1,743,152.40</td>
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<tr>
<td>ERT Guard (US)</td>
<td>$1,564,443.40</td>
<td>$1,564,443.40</td>
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</tr>
<tr>
<td>ERT Sr. Guard (US)</td>
<td>$1,787,828.40</td>
<td>$1,787,828.40</td>
<td></td>
</tr>
<tr>
<td>Armorer (US/EXPAT)</td>
<td>$106,121.60</td>
<td>$106,121.60</td>
<td></td>
</tr>
<tr>
<td>Vehicle Mechanic (US/EXPAT)</td>
<td>$26,025,650.76</td>
<td>$26,025,650.76</td>
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</tr>
<tr>
<td>Radio Tech (US/EXPAT)</td>
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Subtotal 120,258 $26,025,650.76
**KABUL**

Fourth Option Year - Amounts Listed in US$

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Monthly Rate</th>
<th>Number of Months</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B.4.4.3 Site Support Services:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.4.4.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$589,082.88</td>
<td>12.00</td>
<td>3,468,754.20</td>
</tr>
<tr>
<td>B.4.4.3.2. Food Services</td>
<td>$238,705.31</td>
<td>12.00</td>
<td>2,828,463.72</td>
</tr>
<tr>
<td>B.4.4.3.3. Medical Services</td>
<td>$19,744.63</td>
<td>12.00</td>
<td>238,039.16</td>
</tr>
<tr>
<td><strong>B.4.4.4 Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The firm fixed price for all vehicles excluding Government provided vehicles and Site Support Services vehicles necessary for performance of the contract, as described in B.2.6 and H.13 is:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Rate</td>
<td>Number of Months</td>
<td>Total Price</td>
<td></td>
</tr>
<tr>
<td>$15,443.74</td>
<td>12.00</td>
<td>186,318.88</td>
<td></td>
</tr>
<tr>
<td><strong>B.4.4.5 Reimbursable Materials and Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.7):</td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>B.4.4.6 Defense Base Act (DBA) Insurance</strong></td>
<td></td>
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<tr>
<td>The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is:</td>
<td></td>
<td></td>
<td>$1,316,679.37</td>
</tr>
<tr>
<td><strong>B.4.4.7 Radio Network Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The firm fixed price for Radio / Communications Equipment used in Contractor furnished vehicles as described in C.1.5.9. is:</td>
<td></td>
<td></td>
<td>$26,175.00</td>
</tr>
<tr>
<td><strong>B.4.4.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</strong></td>
<td></td>
<td></td>
<td>$250,000.00</td>
</tr>
<tr>
<td>Materials or equipment reimbursed for Catastrophic Incidents and Replacement of Equipment at Camp Sullivan as described in Section B.2.12 shall not exceed:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B.4.4.9 Option - Ammunition</strong></td>
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<td></td>
</tr>
<tr>
<td>IF THIS OPTION IS EXERCISED BY THE GOVERNMENT - (See Section C, H and Exhibit D.) The Contractor shall provide the ammunition, by the type shown below for the base period of the contract, starting on the date stated in the Notice to Proceed, or Notice to Exercise Option, and for the rest of the Fourth Option Year. The Government reserves the right to order all of the below, or just specific types and amounts, as needed. The fixed cost and ceiling for each category are:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type/Caliber/Rounds</td>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21,097.00</td>
<td>$21,097.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103,882.00</td>
<td>103,882.00</td>
<td></td>
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<tr>
<td>11,307.60</td>
<td>11,307.60</td>
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<tr>
<td>25,175.00</td>
<td>25,175.00</td>
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<tr>
<td>26,175.00</td>
<td>26,175.00</td>
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<tr>
<td>82,713.00</td>
<td>82,713.00</td>
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<tr>
<td>7,915.32</td>
<td>7,915.32</td>
<td></td>
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</tr>
<tr>
<td>$12,302.26</td>
<td>$12,302.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ammunition Total</td>
<td>$281,538.22</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B.4.4.10 Contract Price - Summary**

The total ceiling price for the Fourth Option Year of this contract is:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.4.4.1 Standard Services</td>
<td>$29,025,450.78</td>
</tr>
<tr>
<td>B.4.4.2 Additional or Emergency Services</td>
<td>$2,602,585.08</td>
</tr>
<tr>
<td>B.4.4.3.1. Operation, Maintenance and Repair (O&amp;M)</td>
<td>$3,468,754.20</td>
</tr>
<tr>
<td>B.4.4.3.2. Food Services</td>
<td>$2,828,463.72</td>
</tr>
<tr>
<td>B.4.4.3.3. Medical Services</td>
<td>$238,039.16</td>
</tr>
<tr>
<td>B.4.4.4 Vehicles</td>
<td>$186,318.88</td>
</tr>
<tr>
<td>B.4.4.5 Reimbursable Materials and Equipment</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>B.4.4.6 Defense Base Act (DBA) Insurance</td>
<td>$1,316,679.37</td>
</tr>
<tr>
<td>B.4.4.7 Radio Network Equipment</td>
<td>$26,175.00</td>
</tr>
<tr>
<td>B.4.4.8 Catastrophic Incidents and Replacement of Equipment at Camp Sullivan</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B.4.4.9 Option - Ammunition</td>
<td>$291,338.22</td>
</tr>
</tbody>
</table>

Total Price for the Fourth Option Year

$37,241,764.39

**B.4.4.11 The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price not to exceed amount listed above.**

**B.4.5 GRAND TOTAL PRICE:** The total ceiling price for the base period and all option years is:

$189,340,113.07
B.5 652.216-71 PRICE ADJUSTMENT (AUG 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Government of Afghanistan. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section B of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section B, or for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

(b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
(1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract;
(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
(3) How the change in the law directly affects the contractor's costs under this contract.

(c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
(1) The calculation of the amount of adjustment requested; and,
(2) Documentation that identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees or subcontractors. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:
(1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and,
(2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees and subcontractors at the minimum mandated levels and employee and subcontractors already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employee and subcontractors who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.
(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the Government of Afghanistan meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

B.6 PAYMENT, CEILING, AND WITHHOLDING.

B.6.1 The Government will pay the Contractor for the number of hours worked, following the procedures in FAR clause 52.232-7 in Section I of this contract.

B.6.2 The Contractor shall not exceed the ceiling prices shown above either in total or for any category, unless the Contracting Officer signs a written contract modification to increase the ceiling.

SECTION C

PERFORMANCE WORK STATEMENT (PWS)

PROGRAM OVERVIEW. The ESF shall provide 24-hours a day deterrent against the unauthorized, illegal, or potential life-threatening activities directed toward the Mission's employees and subcontractors, visitors, sensitive information, and properties in and around the U.S. Mission in Afghanistan. These offenses include, but are not limited to, unlawful entries, terrorist attacks, assassination attempts, theft of property and/or classified materials, and unlawful destruction of public properties. The Contractor is required to recruit, train, and manage the armed professional security personnel and supervisory employees utilized in this effort.

The USG will provide housing, classrooms, cafeteria area, a medical facility, as well as laundry and recreational facilities; however, it will be incumbent upon the Contractor to ensure all necessary personnel, supplies, operation, maintenance, repairs, janitorial, laundry, gardening, food services, and medical personnel required to provide health care in country to its staff, etc., are in place including providing transportation between the housing complex and their post assignment. It is essential for the Contractor to have a clear understanding of the threat level in Afghanistan, the unsettled conditions, and level of stress associated with a war-threatened environment. For example, the Contractor will restrict the ESF movement during their off-duty time to Camp Sullivan, or as determined by the USG. The Contractor shall also provide all overhead positions, as well any other additional positions required to fully support Camp Sullivan and the staff assigned to the ESF positions.

C.1 WORK REQUIREMENTS. The U.S. Embassy Kabul requires the operation and management of armed guard services in order to prevent unauthorized access, protect life, maintain order, deter criminal attacks against employees, dependents and property and terrorist acts against all U.S. assets, and prevent damage to Government property.

The Contractor shall recruit, train and manage the ESF, as well as provide managerial, administrative and technical personnel (See Section B). The number of hours and sites requiring security services may be increased and/or decreased during the term of the contract.

At the direction of the Contracting Officer Representative(s) (CORs), Regional Security Officer (RSO), the Contractor is responsible for conducting security screening of both personnel and vehicles to prevent any unauthorized weapons, devices, or explosive material from entering Embassy facilities or residences. The contractor's employees and subcontractor(s) shall be on-site only for contractual duties and not for any other business or purposes. The Contractor may be required to periodically coordinate with local authorities, local police, other country police forces, and U.S. and other country military forces. The Contractor shall furnish managerial, administrative, technical, direct labor and subcontractor personnel, if required, to accomplish all work prescribed by this contract. Direct labor (e.g., guards) provided under standard services or emergency or additional services shall not be subcontractor personnel. Guards shall be employed with the prime contractor. The Government will provide Emergency Response Team (ERT) vehicles; however, the Contractor shall provide all other vehicles.

See Exhibits N and O for the basic procedures for the operation, maintenance, repair, medical and food services, and Exhibit B, General and Post Orders, for protection of personnel and facilities. The orders are subject to revisions at any time due to changes in policies and procedures at no additional expense to the U.S. Government.
The Contractor shall provide program management and a security force 24-hours a day, seven
days a week. Various labor categories (i.e., Senior Guard, Dispatcher/Senior Guard, Guard
Driver, Guard, Explosive Ordnance Detection (EOD) Dog Handler, and Interpreter) of security
personnel are required to protect U.S. Embassy personnel and facilities, while providing general
security for the operational mission of the Embassy. The Contractor's management team will
assist in planning, facilitating, coordinating, and executing security requirements. The guard
force shall be capable of responding to potential and actual threats to include, but not limited to,

The Contractor may establish a joint venture, limited partnership or subcontracting in order to
provide site support services, which includes, but is not limited to, food services, operation,
maintenance, repair, and medical services delivered at Camp Sullivan and EOD dog handler
services under the ESF services. The Contractor shall support this effort with the appropriate
infrastructure to provide for logistics support for its employees and subcontractor employees
including billeting, subsistence and protection of the contractor work force. The management
structure used by the Contractor shall ensure efficient and effective accomplishment of all tasks.
A key task is to ensure that proper staffing levels are maintained at all times. When requested by
the USG, the management staff will participate in meetings and briefings.

C.1.1 MANAGEMENT (U.S. only). The organizational structure of guard services consists of
staff led by a dedicated Project Manager (PM) and Deputy Project Manager (DPM), who will be
part of the Contractor's overhead cost, key position(s) and staffed in accordance with the
requirements described in Section H.5.1.4.1 and H.5.1.4.2. The PM and DPM shall devote and
be available at all times to receive and implement orders or special instructions from the
Contracting Officer or Contracting Officer's Representative (COR) (See Section G) concerning
the operation, protection, and security of assigned areas. To the maximum extent possible, the
COR will provide prior notification in writing of all schedule changes.

The PM is responsible for:
- Managing the contractor's ESF workforce and being the contractor's liaison with the U.S.
  Embassy (see Section H);
- Adjusting his/her schedule to include assignments on evenings, weekends and holiday
  periods without additional compensation;
- Receiving and implementing orders or special instructions for the security of assigned
  areas; and,
- Assisting in the overall review and implementation of the security policies and
  procedures to ensure the necessary safeguards are provided in support of the U.S.
  Embassy, Consulates and other U.S. Facilities.

The DPM is responsible for:
- Managing the contractor's Site Support workforce and being the contractor's liaison with
  the U.S. Embassy (see Section H);
- Adjusting his/her schedule to include assignments on evenings, weekends and holiday
  periods without additional compensation;
- Receiving and implementing orders or special instructions for the security of assigned
  areas; and,
- Assisting in the overall review and implementation of the security policies and
  procedures to ensure the necessary safeguards are provided in support of the U.S.
  Embassy, Consulates and other U.S. Facilities when the PM is not available.
The uniform guard force is led by the Guard Force Commander (GFC), who is the most senior and experienced member of the uniformed guard force. The GFC is a key position and is staffed in accordance with the requirements described in Section H.5.1.4.3. The GFC work hours are considered flexible and the COR may adjust the GFC’s daily work schedule to include assignment to evening, weekend, and holiday periods without a further equitable adjustment in the terms and conditions of the contract. Cumulative adjustments to the daily work schedule shall not exceed the total weekly hours described in Exhibit A for the post. The COR shall provide reasonable prior notification in writing of all schedule changes.

The GFC has one or more shift supervisors as well as site supervisors, who shall report to him/her. The scope and size of the guard services will determine the number of Shift Supervisor positions required. The number of locations that the guards will be assigned will determine the number of site supervisor positions required. Normally, shift supervisor and site supervisor positions are manned 24 hours a day, 7 days a week.

The GFC and Supervisor positions are set forth in Exhibit A.

The GFC is responsible for:
- Overall supervision and running of the guard force that provides protection to all U.S. mission facilities, residences, and to the Chief of Mission; and,
- Being available at all times to receive and implement orders or special instructions from operation, protection, and security of assigned areas.

C.1.2 PERSONNEL. The Contractor shall provide trained guard personnel for posts. These posts are designated and the hours indicated in Exhibit A. The qualifications required for each labor category are outlined in Section H.5. The duties are not limited to descriptions provided below.

Listed below are the labor categories set forth under Standard Services and Additional or Emergency Services in Section B. After the name of each labor category appears the acceptable nationality required for each position along with any additional restrictions.

U.S. refers to U.S. citizens, Expatriate (EXPAT) refers to native English speaking citizens from countries, such as Australia, Canada, Ireland, New Zealand, and the United Kingdom. On a case-by-case basis, the RSO/COR, with approval from Office of Overseas Protective Operations (DS/IP/OPO), may approve for the Contractor to staff positions using expatriates from other countries, provided they meet all other requirements and meet the Embassy’s operational needs. Incumbent contractual ESF employees at the United States Mission in Afghanistan are exempt from this requirement, with approval from the RSO/COR.

TCN refers to Third-Country Nationals.

LN refers to Local Nationals (Afghanis).

In addition, SECRET Security Clearances required under C.3.4.1 may be exempt for INCUMBENT CONTRACTUAL ESF PERSONNEL ONLY, if they are nominated to the following positions, upon written approval from the RSO/COR and/or Contracting Officer (CO). The positions are: Guard Force Commander, ERT Commander, ERT Supervisor, ERT Senior Guard, Site Supervisor, Shift Supervisor, or Dispatcher/Senior Guard. The Incumbent Contractual ESF Personnel nominated for any of these positions shall meet all requirements of the position except for the SECRET Security Clearance requirement prior to the Contractor requesting the RSO/COR and/or CO to exempt the Incumbent employee from the requirement to have a SECRET Security Clearance. Upon written approval from the RSO/COR and/or CO, the Contractor shall follow all requirements for vetting of incumbent personnel as stated in C.3.4.2 and C.3.4.4.
C.1.2.1 SHIFT SUPERVISOR (U.S. only) This position is a key position and is staffed in accordance with the requirements described in H.5.1.4.5. The Shift Supervisors is the watch commander and is responsible for:

- supervising the guard force that provides protection to all U.S. mission facilities, residences, and to the Chief of Mission;
- preparing guard orders, deployment of guards, and weekly scheduling;
- supervising the Site Supervisors;
- the primary command element for emergency situations requiring immediate response and/or ERT deployment, Shift supervisors will issue all reaction and deployment orders for the Embassy Security Force either directly through the Dispatcher/Senior Guard, or through the individual Site Supervisors for the guards, and ERT Supervisor for the ERT Teams;
- conducting inspections of guards and guard posts;
- preparing reports and making recommendations regarding discipline and termination actions;
- overseeing training program to ensure effectiveness;
- overseeing guard program logistics including equipment, weapons, ammunition, explosive detection and x-ray equipment;
- acting as a point of contact with the RSO on operational guard force matters; and
- conducting inspection of guards and assigned equipment.

C.1.2.2 SITE SUPERVISOR (U.S. only) This position is a key position and is staffed in accordance with the requirements described in H.5. Site Supervisors are responsible for supervising the ESF at specific designated site(s) duties to include:

- supervising the guard force that provides protection to all U.S. mission facilities, residences, and to the Chief of Mission;
- preparing guard orders, deployment of guards, and weekly scheduling;
- conducting inspections of guards and guard posts;
- preparing reports and making recommendations regarding discipline and termination actions;
- overseeing training program to ensure effectiveness;
- overseeing guard program logistics, equipment, weapons, ammunition, explosive detection and x-ray equipment; and
- acting as a point of contact with the RSO on operational guard force matters.

C.1.2.3 EMERGENCY RESPONSE TEAM (ERT) COMMANDER (U.S only) This position is a key position and is staffed in accordance with the requirements described in H.5. The ERT Commander is responsible for:

- being available at all times to receive and implement orders or special instructions from the RSO, or Guard Force Commander;
- creating and implementing training scenarios and regular emergency exercises, in conjunction with the RSO and Guard Force Commander;
- managing equipment, preparing ERT guard orders, deployment of ERT guards, and weekly scheduling;
- maintaining liaison with RSO, MSG, and local authorities as appropriate on intelligence, operational, and training issues. Overseeing training program to ensure effectiveness; and
- conducting inspections of ERT guards, ERT Team equipment, and vehicles.

C.1.2.4 ERT SUPERVISOR (U.S. only) This position is a key position and is staffed in accordance with the requirements described in H.5. ERT Supervisor functions as the leader of
Emergency Response Teams (ERT) and must direct his ERT Teams to deliver a rapid, effective counter-assault response capability to developing or occurring threats against designated U.S. Government facilities and personnel. The ERT Supervisor will command the ERT teams to meet threats or suspicious activities as directed by the Shift Supervisor, RSO, Dispatcher/Senior Guard, or as emergency circumstances dictate. ERT Supervisors are responsible for supervising the ERT at specific designated site(s). Their duties include:

- supervising the ERT Teams that provide protection to all U.S. mission facilities, Guard Camp, warehouses, and to the Chief of Mission;
- preparing ERT guard orders, deployment of ERT guards, and weekly scheduling;
- conducting inspections of ERT guards, ERT Team equipment, and vehicles;
- assisting ESF Site Supervisors with investigations when appropriate;
- preparing reports and making recommendations regarding discipline and termination actions for ERT Team members;
- overseeing training program to ensure effectiveness;
- overseeing ERT program logistics including, BEARCAT Vehicles, weapons, and all ERT related equipment; and
- acting as a point of contact, when ERT Commander is unavailable, with the RSO and other authorities on operational ERT Team matters.

C.1.2.5 ERT SENIOR GUARD (U.S. only) This position is a key position and is staffed in accordance with the requirements described in H.5. Leading their specific ERT team in response to attacks, threats, and other incidents as directed by the ERT Supervisor, Shift Supervisor, Dispatcher, or RSO. ERT Senior Guards supervise a specific ERT Team at one specific designated site: either the Embassy Compound, CAFE Compound, or Guard Camp, known as CAMP SULLIVAN. ERT Senior Guards are responsible for:

- supervising special function teams such as Congressional Delegations, VIP visits, etc. as assigned by the ERT Commander, Shift Supervisor, or RSO;
- on-the-job training of ERT members;
- performing duties requiring special skills or increased responsibilities other than supervision;
- when directed by Shift Supervisor, assisting EOD dog teams by providing a security ring until the completion of their duties;
- daily maintenance and/or reports on ERT weapons, equipment, and vehicles;
- maintenance and inventory of ERT weapons, equipment, and vehicle log books.

C.1.2.6 SENIOR GUARD (U.S., EXPAT or TCN) - Senior Guards supervise guards at a specific designated post. Senior Guards are responsible for:

- supervising special function teams such as Congressional Delegations, VIP visits, etc.;
- on-the-job training of subordinates;
- performing duties requiring special skills or increased responsibilities other than supervision;
- performing as the EOD Itemizer Operator and may implement EOD alarm resolution procedures;
- daily maintenance and calibration of itemizer equipment;
- maintaining itemizer log books; and
- inventory of supplies.

C.1.2.7 DISPATCHER/SENIOR GUARD (U.S. only). This position is a key position and is staffed in accordance with the requirements described in H.5. Dispatcher/Senior Guards perform guard duties requiring special skills, such as, operating communication equipment, monitoring,
and dispatching the Emergency Response Team (ERT). Dispatcher/Senior Guards are responsible for:

- monitoring and responding to ESF radio communication network;
- coordinating all ESF movement, as directed by Shift Supervisor or RSO;
- understanding operational methods of ERT units and zones for response;
- dispatching ERT to respond to alarms, as directed by Shift Supervisor or RSO; and
- maintaining professional demeanor under high stress circumstances.

C.1.2.8 EMERGENCY RESPONSE TEAM (ERT) (U.S. only) The ERT is composed of
C.1.2.9 GUARD (TCN). TCN Guards perform routine guard services for the protection of U.S. Mission facilities and personnel and their dependents. The guard labor category may be gender specific and may have focused duties. TCN Guards are responsible, but not limited to:

- monitoring and controlling access at entry points;
- patrolling the grounds by foot;
- inspecting the belongings of visitors to the U.S. Embassy and related facilities, both visually and using a hand-held metal detector, a walk-through metal detector, and an x-ray machine;
- detecting explosives using an itemizer; and
- inspecting arriving vehicles.

C.1.2.10 SCREENER (LN). LN Screeners perform routine guard services for the protection of U.S. Mission facilities and personnel and their dependents. They may also perform interpreter/translator duties. The guard labor category may be gender specific and may have focused duties. LN Screeners shall not carry firearms. LN Screeners may be responsible for:

- monitoring and controlling access at entry points;
- patrolling the grounds by foot;
- inspecting the belongings of visitors to the U.S. Embassy and related facilities, both visually and using a hand-held metal detector, a walk-through metal detector, and an x-ray machine (males screen and inspect male visitors, and females screen and inspect female visitors);
- detecting explosives using an itemizer;
- inspecting arriving vehicles;
- ensuring understanding and communicating between U.S. and local personnel; and
- performing both verbal interpretations and written translations.

C.1.2.11 GUARD (LN). LN Guards perform routine guard services for the protection of U.S. Mission facilities and personnel and their dependents. The guard labor category may be gender specific and may have focused duties. LN Guards shall not carry firearms. LN Guards may be responsible for:

- monitoring and controlling access at entry points;
- patrolling the grounds by foot;
- inspecting the belongings of visitors to the U.S. Embassy and related facilities, both visually and using a hand-held metal detector, a walk-through metal detector, and an x-ray machine (males screen and inspect male visitors, and females screen and inspect female visitors);
- detecting explosives using an itemizer;
- inspecting arriving vehicles.

C.1.2.12 EXPLOSIVE ORDINANCE DETECTOR (EOD) DOG HANDLER (U.S. or EXPAT). EOD Dog Handlers (certified by civilian or military) perform their duties while commanding a trained working dog. EOD Dog Handlers are responsible for:

- working with a trained and certified working dog to inspect all incoming packages, parcels, boxes, containers, vehicles, compounds, facilities and/or other items for the presence of explosives or explosive devices;
- participating with the ERT, as necessary; and
- responding to perform secondary screening of suspicious vehicles on or near USG property as directed by RSO.

C.1.2.12.1 EOD WORKING DOG. Working dogs shall have completed a certified training program from a properly certified, licensed, and industry recognized dog kennel, school, or dog trainer. Working dogs shall conduct searches of all incoming packages, parcels, boxes, containers, vehicle, compound, facilities, and/or other items for the presence of explosives or
explosive devices. They shall provide early warning of impending danger from terrorist and other sources and assist in thwarting terrorist acts directed against the local U.S. Diplomatic community. The contractor shall make available on request a copy of the dog's training and health certificates and records. Dogs shall be housed in facilities provided by the USG at Camp Sullivan, while not on duty. Duration of the Working Dog's tour or shift shall be such that the dog maintains a high state of alertness and attentiveness and is effective in his/her duties. The tour of duty shall comply with Section H.5.1.4.18. Contractor is responsible for ensuring that dog kennel area is clean and free of any hazards.

C.1.2.13 MAINTENANCE TECHNICIAN (U.S., EXPAT) Maintenance Technicians are skilled in certain technical disciplines.

C.1.2.13.1 RADIO MAINTENANCE TECHNICIAN (U.S. or EXPAT). Radio Maintenance Technicians are skilled in the maintenance of various communications equipment. Maintenance Technicians are responsible for the maintenance/repairs of designated systems such as radios, vehicles, or weapons. The Radio Maintenance Technicians shall be required to attend and complete a Motorola training certification course for the type of radios used by post prior to being deployed to post.

C.1.2.13.2 VEHICLE MAINTENANCE TECHNICIAN (U.S. or EXPAT) Vehicle Maintenance Technicians are skilled in the maintenance of motor vehicles. Vehicle Maintenance Technicians are responsible for:
- ensuring that user maintenance is performed by vehicle drivers;
- performing organization* and Intermediate maintenance** of ESF and contractor provided vehicles in accordance with Defensive Equipment and Vehicles (DEAV) required maintenance; and
- maintaining repair facilities (USG provided facility at Camp Sullivan) in a neat and clean manner.

*Organization Maintenance: Maintenance which is the responsibility of and performed by a using organization on its assigned equipment. Its phases normally consist of inspecting, servicing, lubricating, adjusting, and replacement of parts, minor assemblies and subassemblies. Organizational maintenance (OM) activities normally do not require highly specialized skills or equipment. Any work on the ERT Armored Vehicles (see Exhibit E), will not include maintenance or repair to the Armor or Ballistic glass aspects of the vehicle unless expressly authorized by DEAV of the Department of State, or the RSO Kabul.

**Intermediate Maintenance: Maintenance which is the responsibility of and performed by designated maintenance activities for direct and general support to using organizations. Its phases normally consist of calibration, repair or replacement of damaged or unserviceable parts, components of assemblies; the emergency manufacture of non-available parts; and providing technical assistance to using organizations. Intermediate maintenance (IM) includes activities requiring the use of specialized equipment or shops and greater specialization of skills than what is utilized at the OM level but not to the depth of Depot Maintenance repair.

C.1.2.13.3 ARMORER--WEAPONS MAINTENANCE TECHNICIAN (U.S. or EXPAT). Weapons Maintenance Technicians are skilled in the maintenance of small arms weapons. Weapons Maintenance Technicians are responsible for:
- maintaining and repairing all weapons assigned to the ESF and all equipment as listed in Exhibits A and E within the scope of repairs and maintenance approved by DEAV (Diplomatic Security's Defensive Equipment and Armored Vehicle Division) See Exhibit V;
The Contractor will be provided details on the scope of repairs approved by DEAV for each weapon used on this contract after contract award.

C.1.2.14 PHYSICIAN ASSISTANT (US/EXPAT). The role of the Physician Assistant is to provide acute medical care to ESF Employees and subcontractor personnel. Specifically, the Physician Assistant is responsible for:

- diagnosing and treatment of common illnesses and minor injuries suffered by members of the Embassy Security Force (ESF) and subcontractor personnel;
- stabilizing and preparing sick and injured personnel for emergency medical care at a support hospital and/or for medical evacuation from Afghanistan;
- ordering and conducting inventories of medical supplies; and
- ordering and conducting inventories of medical equipment.

C.1.3 GENERAL ORDERS AND POST ORDERS.

C.1.3.1 DEFINITIONS.

"General Orders" means those instructions, directives and guidelines that apply to all guard personnel.

"Guard Post" or "Post" means a site or location where a guard is assigned for a specific period of time to perform prescribed functions. One location may have more than one guard post. Thus, one site, such as an access point for the Embassy, could have several guards assigned during the same time. The number of guard posts, therefore, is not the same as the number of guards assigned.

"Post Orders" means detailed instructions to persons assigned to a specific guard post.

"Surveillance" is the act of determining whether surveillance is being conducted against a particular target. Surveillance detection is a defensive security measure that can be conducted by an individual or as a specifically designed operation by a trained team.

C.1.3.2 GENERAL ORDERS AND POST ORDERS. General Orders and Post Orders are included as Exhibit B. The Contractor shall use and follow these orders in the performance of this contract. The Contractor shall ensure that guard personnel are complying with these orders. The Government may make changes to the orders within the scope of the contract. All changes and revisions to the orders shall be accomplished by issuance of contract modification. The Contractor may submit to the COR any request for changes to the orders.

The Contractor is responsible for having the General and Post Orders translated into each language spoken and read by guard force members. The Contractor shall maintain a copy of the English version and translated versions of the General Orders and Post orders at each post. The Contractor shall ensure that all updates and revisions to the General and Post Orders are translated and maintained at each post.

C.1.3.3 CONTRACTOR RESPONSIBILITIES. The Contractor, with the guidance of the RSO, shall review, make recommendations for changes, distribute, and maintain all written...
orders, bound and in good condition, on all operational and procedural instructions from which
the ESF shall be guided. These orders shall be based on established policy, law, security
procedures, specifications of the statement of work, or as required by the COR. Post Orders
already drafted will be provided to the Contractor. The Contractor shall review and update the
orders as required.

C.1.3.4 FORMAT. The Contractor shall prepare all new orders in the COR approved design
which will be provided by the Government. All orders shall be formatted using Microsoft Word
6.0 (or most current DS Software) (initial formatting will be provided by the Government).
Once the COR approves the order(s), a diskette of the finished product shall be provided to the
Government. All orders shall be kept current to reflect changes in procedures, DOS policy, and
regulations. The COR shall approve all orders prior to implementation. All orders shall be
translated into the applicable language for guard use.

C.1.3.5. REQUEST FOR NEW ORDERS. The COR shall provide the Contractor a written
request on all new orders required. The Contractor shall complete the orders utilizing the
following timetable:
• New General, Post, and Supervisory Orders completed thirty (30) calendar days
  following notification of the request
• Revision or change to an existing order completed within ten (10) calendar days
• Special orders completed within twenty-four (24) hours

C.1.3.6 ENSURE ACCURACY. The Government will provide technical information on the
operation of any Government-Furnished technical equipment. The Contractor shall ensure the
accuracy of orders that contain operational instruction of technical equipment. Should an
operational or procedural deficiency be discovered after COR approval, it shall be brought to the
immediate attention of the COR and the deficiency shall be corrected as soon as is practicable.
The Contractor shall print all General Orders and color attachments and furnish the binders for
maintaining the orders.

C.1.4 POSTS (SEE EXHIBIT A). A detailed listing of posts and hours of coverage required,
by guard category, is provided in Exhibit A, and is a part of this contract.

C.1.5 DUTIES AND RESPONSIBILITIES.

C.1.5.1 ENTRY CONTROL. The Contractor shall deter and report unauthorized personnel or
vehicular entry into areas designated by the Security Office as a controlled area. The Contractor
shall report all serious or unexpected incidents to the RSO.

C.1.5.1.1 OFFICE BUILDINGS. The Contractor shall intercept and identify visitors outside
the secure premises. Guards shall screen visitor identification. At designated buildings, guards
shall request specified identification cards and U.S. passports and shall permit only persons
holding them to enter the premises. As specified in the Post and General Orders, or the RSO, or
at the direction of the Marine security guard on duty, guards shall physically examine visitors
and their effects and possessions to detect the presence of firearms or other weapons. If anyone
refuses to identify himself/herself and attempts to enter the building, the guard shall use
necessary force (see Exhibit B) to detain the individual and shall immediately notify the
supervisor, who will notify the Guard Force Commander and the RSO.

C.1.5.1.2 OFFICIAL RESIDENCES. The Contractor shall intercept and identify visitors
outside the residence gate. Guards shall screen visitor identification and maintain a log of
visitors. Guards shall detain visitors whose arrival is not expected at the entrance until cleared
by authorized personnel inside the residence. Guards shall ensure that visitors stay outside the
gate until properly identified. If anyone refuses to identify himself/herself, and attempts to enter
the residence, the guard shall use necessary force to detain the individual and shall notify the supervisor, who will notify the Guard Force Commander and the RSO.

C.1.5.2 RESERVED

C.1.5.3 PROVIDE ESCORT. Local guards do not normally perform escort duties; however, the COR may require the Contractor to provide temporary escort services under special circumstances. The COR will state the required duties when such services are directed. The Contractor shall not commit additional resources to escort duties unless the Contracting Officer modifies the contract for this purpose.

C.1.5.4 CONTROL VEHICULAR ENTRY AND ACCESS. The Contractor shall examine all Government, commercial, and visitor vehicles entering a secured office building premises. Guards shall check vehicle passengers for proper identification and the vehicle for suspected bombs and suspected packages following Exhibit B. Guards shall admit only those authorized vehicles. The Contractor shall keep logs on vehicles permitted access to secure premises.

C.1.5.5 PATROL PERIMETER. Guards assigned to positions requiring foot-patrol duties shall make rounds of their assigned areas at least twice each hour. Guards shall change their course and pace while patrolling grounds to avoid establishing a set time and pattern of perimeter rounds.

C.1.5.6 INSPECTION AND SURVEILLANCE. The Contractor shall physically examine all packages and mail carried by any person who seeks access to guarded premises or who seeks to leave or deliver such packages or mail. Guards shall inspect residence perimeters. Guards shall endeavor to detect, prevent, and report fires in residences. In the event of fire, guards shall contact the Embassy fire control elements and assist in evacuation of residents. Guards shall report to the local police and the RSO any suspicious vehicles or persons near the residence.

C.1.5.7 GUARD ELECTRONIC MONITORING SYSTEM.

C.1.5.7.1 The Contractor shall use a Guard Electronic Monitoring System (GEMS) (See Exhibit E) for monitoring and quality control of guard services.

The system will have the following general characteristics:

- utilize a portable hand-held data collection device that scans designated data points, the scanner may use a variety of technologies including bar code strips, electronic data strips, touch tags or electronic buttons;

- the ability to transfer collected data from the portable device to a computer; and

- creating and printing computer-generated reports designed to document guard activities and supervisor oversight.

The system shall have an archival capability allowing access to historical information by computer. The integrity of the system shall ensure that information, once collected, cannot be altered or modified. Separate codes will be assigned to individual guards, supervisors, guard posts, and certain defined incidents or events to be contained on an incident card.

Posts with scanner responsibilities are annotated in Exhibit A and the duties described in the Post Orders in Exhibit B. Designated posts will receive a hand-held data collection device at the beginning of a shift. Posts that are assigned scanners shall be responsible for scanning checkpoints at each post along the designated route and completing the required number of visits.
to each post throughout the daily/nightly tour. During rounds, the user shall report all incidents using the Incident Card and follow up with written reports as necessary.

The Contractor is responsible for:

- ensuring the correct use of the hand-held data collection device;
- maintaining the integrity of the system;
- ensuring that designated individuals scan all checkpoints for the route; and
- ensuring that data is properly entered into the computer.

The Contractor must obtain COR approval before making software changes/revisions.

C.1.5.7.2 The Contractor shall use data collected in the system to generate reports for use by the COR. At a minimum the Contractor shall prepare and furnish to the COR daily, weekly and monthly reports. The daily report shall include as a minimum:

1. Incident reports – including the date, time, location and type of incident;
2. Patrol summary - verification of supervisor rounds by checkpoint, time and date;
3. Exception reports that display, for example, the failure to log checkpoint or complete the route in the allotted time.

The system shall have additional reporting capabilities to include summarizing the daily reports on weekly, monthly or annual basis. The software system shall have flexibility to develop custom reports and modify standard report formats.

C.1.5.7.3 The Contractor shall be responsible for the maintenance, replacement and support of the system to ensure continuous operation. The Contractor shall maintain the system and reporting software, hand-held data collection devices, data points such as barcode labels, data strips, touch tags or electronic buttons, batteries or recharging stations, computer, printer. The Contractor shall provide training to the employees who will be using the system, see H.5.5.10.

C.1.5.8. RESERVED

C.1.5.9 CONTRACTOR-FURNISHED VEHICLE RADIO NETWORK. The Contractor shall be responsible for furnishing communications equipment necessary to provide a reliable network for the contractor-furnished vehicles. This network shall be compatible with the Government-furnished Embassy Security Force Radio Network.

C.1.5.10. MAINTAIN LOGS AND RECORDS.

C.1.5.10.1 OPERATIONAL RECORDS. The Contractor shall provide a log for each post, consisting of a bound ledger, with lined paper and numbered pages. Post Orders will provide instructions for the posting of each log. The Contractor shall provide incident report forms for recording information regarding any incident at a post. The Contractor shall submit the design of this form in draft for approval by the COR. All logs shall be written in English.

C.1.5.10.2 ADMINISTRATIVE RECORDS. The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records (see Section H.2.2), training records (see Section H.5.5) and daily time and attendance records on all
employees and subcontractor employees working under the contract. The COR is authorized to examine the Contractor's administrative files and all logs shall be written in English.

C.1.5.10.3 EXPLOSIVE DETECTORS AND/OR X-RAY INSPECTION RECORDS. The Contractor shall keep Explosive Detector maintenance logs on a daily, weekly, monthly basis following the Maintenance Log Book procedures provided by the manufacturer. Also, the Contractor shall maintain X-ray repair maintenance records. The Contractor shall keep any additional logs as instructed by the COR.

C.1.5.11 CLOSED CIRCUIT TELEVISION (CCTV). Guards assigned to positions requiring the use of closed circuit TV displays shall operate the monitoring equipment following the guidance contained in the post orders (Exhibit B). Operators shall pay particular attention for suspicious activity. The contractor shall note in the Post Log and report to the RSO immediately any malfunctioning or broken equipment. The contractor shall ensure all personnel assigned to a CCTV post have been properly trained before being assigned to the post (see Section H.5.5.9).

C.1.6 RESERVED

C.1.7 EXPLOSIVE DETECTORS AND/OR X-RAY INSPECTION EQUIPMENT OPERATOR. The Contractor shall provide personnel to operate the Explosive Detectors and X-ray Inspection Equipment. The Contractor shall follow the instructions in post orders (See Exhibit B).

- **Explosive Detector Operators:** The Government will provide a maximum of five hours of training annually. Training shall cover equipment operation, operator maintenance, logbook procedures, and alarm resolution guidance.
- **X-ray Equipment Operators:** The Government will provide a maximum of two hours of training annually. Training for x-ray equipment operators will cover equipment operation and hazardous device recognition.

Specifically trained and designated guard posts shall operate and maintain this equipment as set forth on Exhibit A. The Contractor shall submit reports as directed by the COR (See Section F).

C.1.8 RESERVED

C.2 TYPES OF SERVICE.

C.2.1. STANDARD SERVICES. Exhibit A specifies the standard services. Exhibit A — Guard Posts and Schedule of Guard Coverage, specifies the standard services.

C.2.2. ADDITIONAL OR EMERGENCY SERVICES. Additional or emergency services are services within the scope of this contract but not specified in Exhibit A. The performances of duties listed in Exhibit A do not constitute additional or emergency services. The COR may orally request additional or emergency services to meet increased workload or temporary needs for services arising from visitors to post or special events. The Contractor shall obtain the COR's approval for reimbursement of any non-expendable equipment or expendable supplies to be supplied by the Contractor related to the additional or emergency services. The COR shall confirm any oral request for additional or emergency services in writing within forty-eight (48) hours of the oral request. The Contractor shall include in its next regular invoice details of the additional or emergency services and any materials provided. The Contractor shall also include a copy of the COR's written confirmation to provide such services.

C.2.3 SUBCONTRACTING AND LEASING

UNCLASSIFIED
C.2.3.1 SUBCONTRACTING. The Contractor may subcontract for EOD Dog Handlers and EOD Dogs as well as Site Support Services which includes, but is not limited to food services, operation, maintenance and repair, and medical services subject to the following restrictions:

- the value of all subcontracts shall not exceed 50 percent of the total contract value;
- all subcontracts for these services must have the prior consent of the Contracting Officer, as further addressed in H.15;
- the Contractor’s proposal shall state the Contractor’s intention to subcontract and the Government shall have accepted this proposal and incorporated it by reference, as set forth in H.15; and
- the Contractor shall be the most experienced and directly involved in the guard services, since it is the core service of this contract.

If the Contractor does not intend to subcontract for Site Support Services, he shall certify to that effect in his proposal. This certification shall serve to prohibit subcontracts for Site Support Services under this contract.

C.2.3.2 LEASING. The Contractor shall not subcontract or lease for standard or additional or emergency services and shall certify in his proposal has understanding that no leases are authorized.

C.3 MANAGEMENT

C.3.1 SCHEDULES

The Contractor shall prepare and maintain a Weekly Guard Post Schedule in English for all guard posts that lists the name of each previously approved guard to be assigned to each post and for each shift. The Contractor shall provide the COR/RSO a copy of the Weekly Guard Post Schedule for all employees and subcontractors by 12:00 noon of the last day of the workweek for the upcoming work week. The Weekly Guard Post Schedule shall show the post number and location, the name of the guard assigned (approved by the COR/RSO), and the shift assigned in terms of hours of the day. The Contractor shall give a copy of this schedule to the COR/RSO and each Contractor employee and subcontractor employee affected. The Contractor shall notify the COR/RSO three days before any change of a permanent guard (specific individual) to a post.

C.3.1.1 GUARD DUTY HOUR LIMITS. No Contractor personnel shall be on duty for more than 12 consecutive hours in a 24 hour period except under conditions of emergency, as authorized by the Contracting Officer or the COR/RSO.

C.3.1.2 RELIEF GUARDS. The Contractor shall provide the security personnel at the Exhibit A posts with COR/RSO approved, fully trained, and qualified (See Section H), relief personnel to allow for comfort, personal needs, stress, meals, or other required or requested absences from the assigned post. Relief personnel shall be at the same category of labor as specified on Exhibit A. The Contractor shall provide this relief service to the Government at no additional charge. (See H.5.4.) Relief personnel are not required for:

- Project Manager (PM)
- Deputy Program Manager (DPM)
- Guard Force Commander (GFC)
- Maintenance Technicians
- ERT Members
- EOD Dog Handler

In addition, when security personnel are on home leave, any type of leave of absence in which they will be away from Kabul, Afghanistan or unavailable to stand post, the Contractor shall provide the security personnel at the Exhibit A post(s) with COR/RSO approved, fully trained, and qualified (See Section H) security personnel.
C.3.1.3 SITE SUPPORT SERVICES. The Contractor shall provide full operational services, to include laundry services, full operation, maintenance and repair of equipment throughout the camp, a sundry shop, janitorial and laundry services, management and personnel necessary to perform these services for the U.S. Department of State’s residential camp in Kabul, Afghanistan. In addition, the Contractor shall provide food services and medical services. The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all services required by this contract. The Contractor shall provide these services in accordance with C.2.3.1. During the proposal-evaluation phase, the Government will determine if any combination of subcontracts or leases as priced in Section B is over 50 percent of the total value of the contract; if so, the Government will not award the contract to the Contractor. Such award would constitute a violation of law (i.e., Section 136 of the Foreign Relations Authorization Act, Fiscal Years 1990 and 1991 (22 U.S. C. 4864).

C.3.1.3.1 DESCRIPTION OF FACILITIES. The Embassy Security Force (ESF) Camp Sullivan is located in Kabul, Afghanistan, and is self-contained. It has living quarters for approximately 550 people, which includes the U.S. Embassy Security Force (ESF) in support of the U.S. Mission and support personnel, classrooms, dining hall, infirmary, laundry facility, gym, recreational area, offices, vehicle maintenance facility, fueling facility, gun cleaning facility with its own armory, and storage. Like many U.S. Government structures in Kabul, the ESF camp’s structures are modular units. Due to the limited infrastructure in Afghanistan, the camp does not have access to public utilities. Instead, it relies on generators for electricity, a well and storage tanks for water, and septic tanks for sewage (i.e. gray water and black water).

C.3.1.3.2 SPECIFIC SERVICES

C.3.1.3.2.1 OPERATIONS, MAINTENANCE AND REPAIR. The Contractor shall provide full operational, maintenance and repair services necessary to ensure the effective and safe operation of Camp Sullivan and all required support functions. This may include but are not limited to providing maintenance and repair for all buildings, grounds, training venues, ammunition/explosive storage bunkers, and dining facilities. The Contractor shall provide the necessary management and staff personnel to perform the services for day-to-day operations of the facility on a 24 hour / 7 days a week schedule. This includes but is not limited to janitorial services, landscaping, repairs, and warehouse facility operations.

The Contractor is expected to understand the complexity of this requirement and have sufficient knowledge, experience, and capability to assess the facilities in order to operate, maintain and repair it as well as determine any remaining logistical requirements, equipment needs, storage requirements, etc., and will include these in the proposed price.

The Contractor shall provide guest facilities for at least four (4) persons or 2 sleeping rooms at any time for official US Government visitors.

C.3.1.3.2.2 FOOD SERVICES. The Contractor shall provide full dining room and kitchen services (food services) for its personnel which includes, at a minimum, the ESF contractor personnel who are housed at Camp Sullivan. It may also be required to provide food services to USG employees and/or other USG contractors, who are staying in the “guests” quarters located within Camp Sullivan. The USG employees and/or other USG contractors will pay for their meals and the Contractor shall implement a collection system for such payments. The Contractor shall provide the necessary management and staff personnel to perform the services for day-to-day operations, 7 days a week schedule. The Contractor is expected to understand the complexity of this requirement and have sufficient knowledge, experience, and capability to provide food services to their personnel as well as “guests” staying in Camp Sullivan.

C.3.1.3.2.3 MEDICAL SUPPORT SERVICES. The Contractor shall provide all medical support services for its contractor and subcontractor personnel. The Contractor, at a minimum,
must provide a Physician Assistant, who is available 24 hours a day, to perform duties as
described under Section C.1.2.12. The Contractor shall be responsible for purchasing/leasing
any additional equipment/supplies and restocking any items provided as GFE equipment/
supplies, as required, in order to adequately provide care to their personnel at this medical
facility. The Contractor shall be responsible to maintain an adequate stock of medical
equipment and supplies necessary to provide medical care for the contractor personnel for the
duration of this contract.

Preventive; non-elective; and emergency dental care support services must be provided by the
contractor for their employees and subcontractors.

The Government shall provide the contractor a space in Camp Sullivan to use as a medical
facility for the contractor personnel. The medical facility shall be used for clinical medical
exams, acute trauma care, and non-emergency ailments. All clinical/medical equipment
required to operate this facility shall be provided as Contractor Furnished Equipment (CFE). (See
Exhibit D.) A limited number of supplies shall be provided as GFE (see Exhibit E) and
maintained as stipulated above.

All controlled substances must be properly secured and safeguarded.

A medical evacuation plan shall be addressed in the management plan.

C.3.1.4 ORGANIZATION CHART. Prior to commencement of services under this contract,
the Contractor shall provide in writing to the COR/RSO an organizational chart to include the
names of supervisors, shift organization for each post, and the number and names of guard force
employees and subcontractor employees. The contractor shall ensure that the organization chart
is updated and provided to the COR/RSO as changes occur, or on a monthly basis, whichever
comes first.

C.3.2 SUPERVISION. The Contractor shall provide adequate on-site supervision of
employees identified on Exhibit A at all times that a post is manned. A Contractor provided
supervisor shall inspect each post during daylight hours at least twice and three times during
night hours. This inspection shall assure that:
• the post is properly manned;
• the assigned guard is fully familiar with the General Orders and Post Orders; and
• the post log is properly maintained.

The Contractor shall conduct a muster of guards going on duty for purposes of inspection for
proper uniform, review of current security problems, special instructions, and training, unless
waived by the COR. The time required for this muster is in addition to that required to provide a
timely relief for guards on post. The Contractor shall provide this muster at no additional charge.

C.3.3 FACILITY SECURITY CLEARANCE. The contractor must possess a interim TOP
SECRET (TS) facility security clearance issued in accordance with the National Industrial
Security Program in order to compete for this award. Non-US firms are not eligible for a facility
security clearance and, as such, are not eligible for award of this contract. No subcontracting is
permitted for positions which require a TS clearance. Therefore the TS facilities clearance
requirement does not apply to subcontractor(s). All data considered classified and/or top secret
shall be U.S. Government controlled and maintained by the US Government on a US
Government owned Facility.

C.3.4 CLEARANCE LEVELS FOR PERSONNEL. No personnel shall arrive in Afghanistan
until an interim clearance is obtained at the level at which they will be ultimately required per
contract requirements.
C.3.4.1 TOP SECRET SECURITY CLEARANCE FOR U.S. PERSONNEL. Personnel assigned to the following positions will be required to have a TOP SECRET (TS) security clearance prior to contract performance:

- Project Manager (PM)
- Deputy Project Manager (DPM)

For guards whose positions require a security clearance, the Contractor shall submit a completed SF-86 to the Defense Security Service's Defense Security Clearance Office (DISCO). Once the Contractor has obtained the security clearances from DISCO, it shall submit a Visitor Authorization Request (VAR) (prepared by Contractor) and a Letter of Consent (LOC) (issued by DISCO) to the Government.

C.3.4.2 SECRET SECURITY CLEARANCE FOR U.S. PERSONNEL. Personnel assigned to the following positions will be required to have a SECRET security clearance prior to contract performance:

- Guard Force Commander (GFC)
- Shift Supervisor
- Site Supervisor
- ERT Commander
- ERT Supervisor
- ERT Senior Guard
- Dispatcher/Senior Guard

For guards whose positions require a security clearance, the Contractor shall submit a completed SF-86 to the Defense Security Service's Defense Security Clearance Office (DISCO). Once the Contractor has obtained the security clearances from DISCO, it shall submit a Visitor Authorization Request (VAR) (prepared by Contractor) and a Letter of Consent (LOC) (issued by DISCO) to the Government.

C.3.4.3 VETTING OF NON TOP SECRET CLEARANCE - US, EXPAT AND TCN PERSONNEL. Personnel assigned to the following positions must be vetted and approved by DS/IS/IND within the U.S. Department of State, Bureau of Diplomatic Security. The Contractor shall provide information about the background and experience of EXPATS and TCNs. The Contractor shall submit a Standard Form 85-P for EXPATS (See Exhibit J) and an Optional Form 612, together with the appropriate appendix (See Exhibit K).

- Dog Handler (US or EXPAT)
- Senior Guard (US, EXPAT, or TCN)
- ERT Guard/Driver (US only)
- ERT Guard/EMT (US only)
- ERT Guard/Marksman (US only)
- ERT Guard (US only)
- Radio Technician (US or EXPAT)
- Guard (TCN)
- Armorer (US or EXPAT)

Contractor, Subcontractor, and Leased personnel, not requiring a Top SECRET or SECRET security clearance, shall have at least an interim favorable Moderate-Risk Public Trust (MRPT) determination before beginning work. The Contractor shall submit a completed SF-85P for each U.S. citizen, expatriate from English-speaking countries, and Third-Country National from developing countries to the Government. No Contractor, Subcontractor, and/or Leased personnel shall be granted access to U.S. Government facilities until he/she has been granted, as required.
at least a favorable Interim Moderate Risk Public Trust Determination, Interim Top SECRET clearance or Interim SECRET clearance.

To enable the Contractor to expeditiously deploy its personnel, the Government will provide interim MRPT determinations, with the understanding that the Contractor bears the risk if its personnel are denied final MRPT certifications. If a Contractor employee is denied a clearance, the Contractor shall pay (at its own expense) for the employee to return to his home country. The Contractor shall be responsible for ensuring that its personnel answer the questions on the 85-P thoroughly and accurately. The Government shall give Contractor employees who are denied final MRPT certifications the opportunity to appeal the decision by providing explanations. Applicants shall be given a hearing by telephone from Afghanistan and will be allowed to submit necessary explanations by fax or e-mail. The Contractor shall be responsible for providing interpretation services for non-English speaking employees who wish to appeal their unfavorable MRPT determination.

Certain overhead positions may require a MRPT certification determination before beginning work. This will be determined upon contract award.

C.3.4.4 VETTING OF LN PERSONNEL. Due to the critical security threat in Afghanistan, the Contractor shall not employ local nationals as armed guards, only as unarmed Guards/Screener and unarmed Guards. The Contractor shall submit a completed Optional Form 612, together with an appendix, as indicated in Exhibit K.

Due to the critical security threat in Afghanistan, the Government reserves the right of refusal on all foreign national contractor employees and subcontractors either proposed to perform or already performing guard services under this contract.

C.3.4.5. VETTING OF INCUMBENT PERSONNEL. All required paperwork for incumbent personnel shall be submitted within 30 days of being hired by the contractor or no later than 30 days after NTP is issued, whichever is later.

If a Contractor employee is denied a clearance, the Contractor shall pay (at its own expense) for the employee to return to his home country.
D.1 DUTY-FREE CLEARANCE

To facilitate Duty-free clearance, all shipping containers or otherwise, shall be labeled as follows:

American Embassy Kabul Afghanistan
General Services Office
DS - COR/Operations and Maintenance Services
Kabul, Afghanistan

Items shall be marked as "Diplomatic Cargo".
SECTION E

INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at: http://www.arnet.gov/far or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

E.2 The following clause applies for services provided at a fixed monthly rate (such as food services, operations, maintenance, and repairs, vehicles and communications equipment, if included in Section B) required to be provided by the Contract.

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.3 The following clause applies to all other services provided under the contract.

52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.4 QUALITY CONTROL. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The Contractor shall develop and maintain a quality assurance program/plan to ensure all services are performed in accordance with the contract. The Contractor shall include in the plan procedures to identify, prevent, and ensure non-recurrence of defective services associated with all efforts required by the terms and conditions of the contract. The Government reserves the option to review the program and recommend, if required, any changes at no additional cost to the Government.

E.5 QUALITY ASSURANCE AND INSPECTION PLAN (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The role of the Government is to conduct quality assurance inspections to review contract standards are achieved.

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<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Section</th>
<th>Performance Threshold</th>
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<tr>
<td>Provides all operations, maintenance, repair, gardening, janitorial, laundry, sanitation services set forth</td>
<td>Section C and Exhibit N.</td>
<td>100%</td>
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<tr>
<td>Provides all medical services set forth</td>
<td>Section C</td>
<td>100%</td>
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<tr>
<td>Provides all food services set forth</td>
<td>Section C and Exhibit O and P</td>
<td>100%</td>
</tr>
</tbody>
</table>
Provide all guard services | Section C | As described on Exhibit C.

E.5.1 SURVEILLANCE. The COR will monitor the Contractor’s performance of the work, which includes, but is not limited to the above chart. The COR will monitor performance via random inspections, scheduled inspections, Customer Complaints, etc.

E.5.2 PROCEDURES

E.5.2.1 SURVEILLANCE REPORTS. In the event that deficiencies are observed (nonperformance, substandard performance, tasks not performed according to specified frequency, etc.), the COR will immediately notify the Contractor of the deficiency and ensure the Contractor has an understanding of the deficiency. The COR will document all deficiencies, and provide written documentation to the Contractor. The preferred method to resolve deficiencies is to allow re-performance to correct the deficiencies. The Contractor will be provided with the opportunity to correct any deficiencies within 24 hours of deficiency notification (excluding holidays and weekends). In the event the deficiencies are not corrected in 24 hours from notification, the COR may have the work accomplished by other means. Consistent or repeated failure to meet these standards will require the Contractor to submit a Corrective Action Plan (CAP) to the COR. A CAP shall include, at a minimum, how the Contractor plans to correct the problem and the estimated date by which the problem shall be corrected. This shall serve as a road map for corrective action by the Contractor.

E.5.2.2 CUSTOMER COMPLAINTS.
(a) If customers observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR. The COR will complete appropriate documentation to record the complaint.
(b) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
(c) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
(d) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
(e) If the Contractor disagrees with the complaint after investigation and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
(f) The COR will consider complaints as resolved unless notified otherwise by the complainant.
(g) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

E.5.3 REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARDS. In the event the Contractor fails to meet performance standards in the terms and conditions of the contract, the COR will notify the Contracting Officer (CO) of the deficiencies so that the Contracting Officer may take appropriate action to enforce the terms and conditions of the contract. Corrective action may apply.
(i) Corrective Action Plan (CAP) and/or
(ii) Ten (10) percent of the daily rate (i.e., monthly rate divided by number of days in month) for failure to provide Operation Maintenance and Repair (O&M), Food Services, and/or Medical Services.
The Government may, by written notice of default to the Contractor, terminate this contract in whole or part as provided in FAR 52.249-8 Default (Fixed Price Supply and Service) (April 1984), which is incorporated by reference in Section I, Clauses.
SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the Internet at: http://www.arnet.gov/far or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the FAR is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov/m to see the link to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

F.2 SERVICES AT FIXED MONTHLY RATES The following clauses apply for services provided at a fixed monthly rate (such as meals, vehicles and communications equipment, etc., if included in Section B) required to be provided by the Contractor.

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 ALL OTHER SERVICES. The following clause applies to all other services provided under the contract.

52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

F.4 PERIOD OF PERFORMANCE The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.5 NOTICE TO PROCEED

F.5.1. OBTAIN REQUIRED LICENSES, ETC. After receiving notice of contract award, the Contractor shall complete the steps necessary to obtain all required licenses, permits, and insurance. See Section H for details regarding Government assistance in this process.

F.5.2 EVIDENCE OF LICENSES, ETC. The Contracting Officer shall issue a Notice to Proceed after the Contractor has provided acceptable evidence that the Contractor has obtained all required licenses, permits and insurance; and the Contractor has obtained final approval of the Transition Plan as described in H.9.3.

F.5.3 START PERFORMING. On the date established in the Notice to Proceed (a minimum of ten (10) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start performing the services required by the contract. This performance shall conform to the Transition Plan, addressed in Section H, followed by full performance after the transition period.

F.5.4 RESERVED
**F.6 DELIVERABLES.** The Contractor shall provide the following deliverables/submittals when required below:

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Licenses and permits – (H.7 and L.1.3.3a(7)(i)(B))</td>
<td>Before issuance of Notice to Proceed (NTP)</td>
</tr>
<tr>
<td>(2) Insurance – H.7.5 (including War-Hazard or DBA Insurance)</td>
<td>Before Issue of NTP</td>
</tr>
<tr>
<td>(3) Weekly Guard Post Schedule – (C.3.1)</td>
<td>Weekly</td>
</tr>
<tr>
<td>(4) Summary Individual Investigation (H.2 referenced within Exhibit R, See Number 20 below.)</td>
<td>See Number 20 below.</td>
</tr>
<tr>
<td>(5) Inventory Reports – (H.3)</td>
<td>Not later than 15 days after inventory completion</td>
</tr>
<tr>
<td>(6) Transition Plan – (H.9.3)</td>
<td>Before Issue of NTP</td>
</tr>
<tr>
<td>(7) Transition Progress Report – (H.9.3)</td>
<td>Biweekly after Start Date in NTP until completion of transition.</td>
</tr>
<tr>
<td>(8) Organization Chart – (C.3.1.4)</td>
<td>10 days after contract award</td>
</tr>
<tr>
<td>(9) Explosive Detector and/or X-ray Inspection Equipment Operation Reports. (C.1.5.10.3)</td>
<td>Daily, Weekly, Monthly</td>
</tr>
<tr>
<td>(10) Inspection Reports (Exhibit B)</td>
<td>Daily, Weekly, Monthly</td>
</tr>
<tr>
<td>(11a) Guard Post Orders – new (C.1.3.5)</td>
<td>30 days after date of request</td>
</tr>
<tr>
<td>(11b) Guard Post Orders - Revision or change to an existing order (C1.3.5)</td>
<td>Completed within ten (10) days after receiving direction from COR/RSO</td>
</tr>
<tr>
<td>(11c) Guard Post Orders – special orders (C1.3.5)</td>
<td>Within twenty-four (24) hours</td>
</tr>
<tr>
<td>(12) GEMS Report (C.1.5.7.2)</td>
<td>Daily, weekly, and monthly</td>
</tr>
<tr>
<td>(13) Master training program (H.5.5.1.1)</td>
<td>10 days after NTP</td>
</tr>
<tr>
<td>(14) Resumes of Prospective training instructors to the COR (H.5.5.1.3)</td>
<td>10 days after NTP</td>
</tr>
<tr>
<td>(15) Quarterly Training Reports (H.5.5.1.5)</td>
<td>Due 100 days after NTP issued (90 days performance, 10 days to finalize report), and thereafter 10 days after the end of each quarter for the duration of the contract.</td>
</tr>
<tr>
<td>(16) Training Schedule (include times, locations and nature of scheduled training). (H.5.5.3)</td>
<td>5 days prior to the start of the training</td>
</tr>
<tr>
<td>(17) In-service special training (H.5.5.4.1)</td>
<td>7 days prior to start of training</td>
</tr>
<tr>
<td>(18) List of Employees and/or subcontractors bio-data for security clearances. (H.2)</td>
<td>25 days after contract award</td>
</tr>
<tr>
<td>(19) Employee Forms submitted to Regional Security Officer and/or DS/IP/OPO for Vetting – (H.2)</td>
<td>30 days after contract award</td>
</tr>
<tr>
<td>(20) For his or her final approval (see Section H) RSO receives final package from Contractor which contains DS/IP/OPO clearance plus</td>
<td>Provided to RSO 10 days prior to employee being assigned to guard duties.</td>
</tr>
</tbody>
</table>
| **Notes:**
<table>
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</thead>
<tbody>
<tr>
<td>(a) All days are calendar days unless otherwise noted.</td>
</tr>
</tbody>
</table>
(b) Any and all costs for the preparation, handling and submission of reports and other submittals shall be included in the total price of the contract.

(c) Monthly Report – The Contractor shall render a monthly report, which shall summarize observations resulting from providing operations and maintenance services, e.g. the difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed, recommendations, and other matters covered by this contract. This report shall include but not be limited to the repair, replacement, maintenance and inspection of the electrical, HVAC, plumbing and other mechanical services required to operate Camp Sullivan. The monthly report shall be provided in a format acceptable to the COR, signed by an authorized representative of the Contractor, and shall be submitted to the COR, together with the Contractor's monthly invoice no later than the seventh day of each month.

The Government shall provide the following deliverables/submittals within the time frames identified below:

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Notice to Proceed (F.5)</td>
<td>After receipt of 1 and 2, above</td>
</tr>
<tr>
<td>(2) Copy of COR Designation Letter (G.1.1)</td>
<td>After Contract Award</td>
</tr>
<tr>
<td>(3) Updated list of Government Furnished Property</td>
<td>At Contract Award</td>
</tr>
<tr>
<td>(4) Exhibit R (COR Approval Package checklist tailored for each type of labor required under this contract.)</td>
<td>At post award conference</td>
</tr>
</tbody>
</table>
SECTION G

CONTRACT ADMINISTRATION DATA

G.1 MONITORING OF THE CONTRACTOR

G.1.1 652.242-70 CONTRACTING OFFICER’S REPRESENTATIVE (COR) (AUG 1999). The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation. The COR will be the Regional Security Officer. A second COR for the operations, maintenance, repair, medical, and food services will be created.

G.1.2 DUTIES. The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.1.3 GOVERNMENT TECHNICAL MONITORS (GTM). Government Technical monitors may be appointed by the Contracting Officers. GTM(s) are authorized to perform day-to-day inspections and monitoring of the Contractor’s work, including menu planning, and safety and health inspections.

G.2 INVOICING INSTRUCTIONS.

The Contractor shall submit a signed original and four (4) copies of its monthly invoices as directed below:

The Contractor shall submit invoices as follows:

1) Send via courier a signed invoice including all the scanned supporting documentation listed in G.2.2.2. in hard copy to:

Bureau of Diplomatic Security at:
U.S. Department of State
DS/OPO/OSD, 16th Floor
Attn: Contracts Section
1801 N. Lynn Street
Arlington, VA 22209

2) Send via email to dsopokabulesf@state.gov the complete scanned invoice packet along with all supporting documentation listed in G.2.2.2.

3) The Contractor shall submit a hard copy of its monthly invoice, together with the supporting documentation listed in G.2.2.2, to the U.S. Embassy at:

U.S. EMBASSY KABUL
Attn: Regional Security Officer (RSO)
THE GREAT MASOUD ROAD
KABUL, AFGHANISTAN
4) In addition, The Contractor shall also submit an electronic copy of the invoice, without the documentation specified in G.2.2.2 to fpddata@state.gov. The electronic version shall use the Excel spreadsheet, which the Government shall provide to the Contractor on a diskette upon award (Exhibit E). Submittal of an electronic copy of the invoice to fpddata@state.gov shall not be construed as delivery to the designated billing office for purposes of FAR 52.232-25. If the Government rejects an invoice, the Contractor shall submit a revised invoice to the designated billing office and an electronic copy of the revised invoice to fpddata@state.gov. Revised invoices shall be marked as “revised” with a sequentially assigned revision number.

G.2.1 REQUIRED INFORMATION. The invoice shall contain all the information required in Section G, Section I (including, FAR 52.232-25 and 52.232-7), and Exhibit E. The invoice shall include each element of the services provided as listed within Section B.

G.2.2 INVOICE FORMAT. The invoice format is defined in an Excel spreadsheet; see Exhibit E. The invoice spreadsheet contains the following sections or worksheets:

(a) Monthly Invoice Summary. This section contains the labor categories, hourly rates, number of hours, and a total amount for each element billed.
(b) Cumulative Summary. This section shall include a cumulative summary for each of the elements described under subparagraph (a) above for the contract year.
(c) Detail by Guard Post. This section for the invoice period shall include a detailed listing of hours worked by individual post listed on Exhibit A.
(d) Additional-Emergency Services. This section for the invoice period shall include a listing by Post, labor category and the hours of all requests for Additional or Emergency Services.

G.2.3 DOCUMENTATION FOR PAYMENT. The Contractor shall provide the following documentation with each request for payment.

(a) Individual time sheets to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match the summary of hours for all guard posts.
(b) Invoices claiming reimbursement for Additional or Emergency Services shall include copy(s) of the COR’s written confirmation of the request for services, see C.2.2.2.
(c) Invoices claiming reimbursement under B.2.6, Materials or Equipment, relating the Additional or Emergency Services, shall include copies of paid receipts showing the cost to the Contractor of the materials or equipment.
(d) Invoices claiming reimbursement under B.2.7, Defense Base Act Insurance, shall include copies of the invoice from, and proof of payment to, the insurance carrier.

G.2.3 PAYMENT. The Government will pay the Contractor in U.S. dollars (as defined in B.1.1)

G.2.4 VALUE-ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall disregard the line for VAT on the sample invoice in Exhibit H. The Contractor shall not include a line for VAT on invoices.
H.1 SECURITY. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data, and police checks on all Contractor personnel who will be working under this contract before they report for duty. The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards on the uniform at all times while on duty. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a contractor's employee leaves this contract, or at the request of the Government.

The Contractor shall maintain a TOP SECRET (TS) facility security clearance for the duration of this contract. As noted in Section C.3.4.1, the circumstances require the Project Manager and Deputy Project Manager to have TS personnel security clearances to perform under this contract. As noted in Section C.3.4.2, the circumstances require the Guard Force Commander, ERT Commander, ERT Supervisor, Site Supervisors, Shift Supervisors, ERT Senior Guard and Dispatcher/Senior Guard to have a SECRET personnel security clearances to perform under this contract. If the contractor must substitute any personnel into these positions, it must be done so in accordance with the contract and the individual must have either a TS clearance or SECRET clearance prior to contract performance.

H.2. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR, SUBCONTRACTOR AND/OR LEASED EMPLOYEES. The Contractor employees or subcontractor employees shall subject all its personnel to the Government's approval. All employees and subcontractor and/or leased employees must pass a suitable investigation conducted by the Contractor, which shall include the following: proof of successful employment during the past three years as well as recommendation(s) from their respective supervisor(s), a police check covering criminal and/or subversive activities, a check of personal residence, a credit investigation, and medical clearance. For employees, who will operate vehicles in performance of this contract, the Contractor will review the individual's traffic record for the past five years to assure compliance with H.13.

The Contractor shall provide records of all investigations in summary form to the COR and DS/IP/OPO for review and approval/disapproval as described in Section F.6. Included in the summary package shall be the clearances and/or eligibility determinations described under H.2.2. The investigation record shall be part of the administrative file (see Section C). The Contractor shall not use any employee(s) or subcontractor employee(s) under this contract without Government approval.

DS will not begin the security clearance/MRPT determination process until the Contractor certifies in writing they have conducted the police, residential and credit checks identified in H.2. The bio form, provided upon contract award (Exhibit M), will serve as the basis for the Contractor's certification.

The Contractor shall not utilize/bill for employees or subcontractors who have not received approval under this clause (See Exhibit R for COR Approval Package). Only productive hours are billable. Billable hours are those hours worked in accordance with Exhibit A, or those specifically ordered through the Additional or Emergency Services clause.

H.2.1 PERSONNEL REQUIRING TOP SECRET (TS) and SECRET CLEARANCES. As noted in Section C.3.4.1, the Project Manager and Deputy Project Manager must have TS
personnel security clearances prior to performance under this contract. As noted in Section C.3.4.2, the Guard Force Commander, ERT Commander, ERT Supervisor, ERT Senior Guard, Site and Shift Supervisors, and Dispatcher/Senior Guard must have a SECRET personnel security clearances prior to performance under this contract.

The Contractor shall process these personnel for TS and SECRET personnel security clearances through the Defense Security Service. Visit Authorization Requests (VAR) for these personnel shall be sent to the Department of State, DS/IS/IND, Washington, DC 20520 via facsimile at 571-345-3000. Letters of Consents issued by Defense Security Service or a printout of the Joint Personnel Adjudication System (JPAS) must be attached to all VARs, in accordance with the Contract Security Classification Specification (DD Form 254). In extenuating circumstances, the Bureau of Diplomatic Security may, instead, process designated contractor personnel for TS (personnel security) clearances and SECRET (personnel security) clearances. If it is determined that Diplomatic Security will conduct the investigation, the Contractor must provide the requisite forms to DS/IS/IND, upon request.

H.2.2 WRITTEN CERTIFICATION. The Contractor shall provide written certification that pre-employment checks have been conducted for ALL employees nominated by the Contractor for placement in ALL positions under this contract. The Contractor shall certify that ALL prospective ESF employees (new hires and incumbents), excluding Site Support Services, have completed the basic training course as well as all other applicable training required for their labor category. The Contractor shall certify that all contractor employees and subcontractors meet the established standards and criteria. (See Exhibit R - COR Approval Packets.)

Contractor shall submit COR Approval Packets as required under F.6 to dsopokabulesf@state.gov.

H.2.3 HEALTH. ALL contractor employees or subcontractor employees under this contract shall be in good general health, free from communicable disease, and possess up-to-date inoculations for international travel in areas where service will be performed. The contractor shall ensure that each employee or subcontractor undergo a health examination annually.

In addition, all ESF Contractor employees (positions reflected under Exhibit A and key personnel) under this contract shall be well proportioned in height and weight, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation. The Contractor shall have evidence of physical fitness by a certification from a licensed physician, based on a physical examination conducted prior to ANY employee and/or subcontractor(s) including site support personnel being assigned to duty and annually thereafter. The Contractor shall keep this certification in each employee’s administrative file as required.

H.2.4 CONTRACTOR COMPLIANCE. Contractor personnel shall adhere to the following rules, regulations, and policies of the U.S. Chief of Missions, Kabul, Afghanistan.

- Contractor personnel shall be expected to perform and conduct themselves with proper decorum, subject to the U.S. Chief of Mission.
- Since the issuance of appropriate passport documentation will require special processing, Contractor is requested to provide the COR with the names of ESF members as well as other employees and potential replacement personnel (include Social Security Number and Date of Birth) as soon as possible. Contractor personnel must obtain and deploy with tourist passports in addition to the passport documentation issued by the U.S. Government.
- All travelers must have pre-approved country clearance to travel to post. Upon receipt of Contractor clearance information, DS/IP/OPO will coordinate with the COR to issue
appropriate site clearance media. Should employees be traveling through other countries in route to Kabul, Afghanistan, the Contractor will be responsible for any necessary requirements by the country’s laws. The USG will not be responsible nor provide assistance.

- The DS/IP/OPO and COR must be notified not less than 14 days in advance of any resignation or change of personnel, if possible.

H.3 CONTRACTOR AND GOVERNMENT FURNISHED PROPERTY. The Contractor shall physically inventory all property in its possession. Exhibit Q establishes guidance for inventorying property utilized under this contract. At its discretion, the Government shall take possession of the property at no extra charge.

H.4 STANDARDS OF CONDUCT

H.4.1 GENERAL. The Contractor shall maintain satisfactory standards of employee and subcontractor competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employee and subcontractors. Each Contractor employee or subcontractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Guards, as well as other employees or subcontractors, must at all times use politeness and courtesy when dealing with visitors to the Government's offices and residences. If a contractor employee or subcontractor employee is removed from the contract for cause, DS/IS/IND must be notified by the Contracting Officer's Representative (COR) within 24 hours after notification has been made to the COR. For those who possess a Top SECRET or SECRET personnel security clearance, an adverse information report will be completed and forwarded to DISCO. If the Contractor or Subcontractor submits an adverse information report to DISCO a copy must be forwarded to DS/IS/IND.

The Contractor shall notify the COR of proposed disciplinary actions 24 hours in advance. In addition, the Government reserves the right to direct the Contractor to remove an employee or subcontractor employee from the work site for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee or subcontractor employee to maintain continuity of services at no additional cost to the Government.

H.4.2 APPEARANCE. The Government requires a favorable image and considers it to be a major asset of a protective force in particular. The employee or subcontractor's attitude, courtesy, and job knowledge are influential in creating a favorable image. All contract employees or subcontractor employees shall wear a uniform while on duty. The Contractor shall ensure that all employees and subcontractors present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.

H.4.3 UNIFORMS AND PERSONAL EQUIPMENT. The Contractor's employees and subcontractor employees shall wear clean, neat, and complete uniforms. All employees and subcontractors shall wear uniforms approved by the COR. The Contractor shall provide, but not limited to, uniforms and equipment listed in Exhibit D. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms for all employees including members of the Contractor's life support team. The life support team includes all staff providing operations, maintenance and repair services as well as food services to Camp Sullivan, and any staff member whose time is billable to the overhead function of this contract. The Contractor shall ensure that employees and subcontractor employees do not use, wear, or display any items of uniform or equipment while in an off-duty status.

H.4.4 EMBASSY SECURITY FORCE (ESF) MARINE SECURITY GUARD RELATIONSHIP. Although the U.S. Marine security guards do not have a direct supervisory role in the...
management of the local guard force, they do serve as a communications link between the COR, other Government officers, and the Contractor's local guard force as well as any other employees. At a post that has a Marine guard augmented with a local guard, the Marine guard has primary responsibility for the security and operation of the post.

H.4.5 NEGLECT OF DUTIES. Neglect of duty is considered unacceptable performance under this contract. This includes, but is not limited to, sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security as well as untimely or poorly prepared meals, lack of proper support when required to maintain the facilities.

H.4.6 DISORDERLY CONDUCT. The use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting is considered unacceptable performance under this contract. Participation in disruptive activities that interfere with normal and efficient Government operations is also considered unacceptable performance.

H.4.7 TOXICANTS. The Contractor shall not allow its employees and subcontractor employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects. COR could ask that the contractor's employee be removed for violation of this section.

H.4.7.1 CONSUMPTION OF ALCOHOL. Contractor employees or subcontractor employees shall not drink alcoholic beverages while on duty or eight hours before a period of duty. The Contractor shall not post any guard who has consumed alcohol during this period.

H.4.7.2 RELIEF BY AN INTOXICATED PERSON. If a Contractor's guard has reason to believe that his or her relief is intoxicated, the guard shall not allow the relief to proceed. The guard shall immediately ask a supervisor or the COR for guidance.

H.4.7.3 NARCOTICS. The Contractor shall not allow its employees or subcontractors to use narcotics or other controlled substances without a prescription from a licensed physician. Contractors shall at a minimum conduct random drug tests of its employees and subcontractors throughout the performance of the contract and immediately notify the COR should an employee be under the influence.

H.4.7.4 USE OF PRESCRIPTION DRUGS. Contractor employees or subcontractor employees using prescription drugs shall report this condition to a supervisor before assuming guard duty. If there is any question regarding the drug, the COR should be contacted for verification if the drug can be used while employed on the contract. COR could ask that the contractor's employee be removed depending on the drug.

H.4.8 CRIMINAL ACTIONS. Contractor employees and subcontractors may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited, to the following:

- falsification or unlawful concealment;
- removal, mutilation, or destruction of any official documents or records;
- concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations;
- organizing or participating in illegal gambling in any form; and
- misuse of weapons.
H.4.9 KEY CONTROL. The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, and similar controls for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. If the Contractor or its agents have duplicated a key without permission of the COR, Contractor shall remove the individual(s) responsible from work under this contract. If the Contractor has lost any keys used under this contract, the Contractor shall immediately notify the COR. For lost or improperly duplicated keys, the Government shall deduct from the Contractor's next invoice the cost of re-keying any compromised system.

H.5 PERSONNEL REQUIREMENTS/QUALIFICATIONS

H.5.1 EDUCATION/EXPERIENCE/SUITABILITY. All personnel assigned to this contract must meet the following personnel qualifications until otherwise changed by the contract modification:

- Not convicted of any felony or misdemeanor involving moral circumstances during the 5-year period preceding the date of this proposal
- Not declared by any court of competent jurisdiction incompetent by reason of mental defect
- Not suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure
- Good physical condition with no health deficiencies, either temporary or long-lasting, that would impair performance of duties
- ESF members must meet the requirements of the physical fitness test (see Section H.5.3)
- ESF must have completed the required training for their assigned positions on this contract
- ESF members must be qualified on the weapons provided for their use unless otherwise specified (See Exhibits A & E)
- ESF members must be qualified in adult CPR and basic first-aid practices and procedures

H.5.1.1 THIRD COUNTRY NATIONAL (TCN) PERSONNEL. The citizenship of TCN security staff proposed by the Contractor must originate from countries, which have searchable, verifiable, accessible, and complete databases of criminal, terrorist, or hostile intelligence activity.

The contractor's security staff should minimize or eliminate to the extent practicable negative Host Country reaction to Citizenship, Nationality, or Ethnic background of the employee and subcontractor employee while working at the U.S. Embassy in Afghanistan. The contractor's selection of TCN personnel must also reflect consideration of local customs and culture while minimizing the potential risk to Embassy and contractor personnel. Personnel proposed by a contractor whose country of citizenship does not allow for proper vetting or background checks as described above will be considered technically unacceptable for evaluation and award purposes. The citizenship of the contractor's ESF must be included in its technical proposal. The contractor shall be knowledgeable of all laws related to the TCN’s country of citizenship as well as any applicable Government of Afghanistan laws which impact TCN’s working in their country.

Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on all Third Country National contractor employees and subcontractor employees proposed to perform or performing protective services under this contract. It also should be noted that the USG reserves the right to reject any employee or subcontractor employee from performing work on this contract.

The Contractor's selection of TCN guards must mitigate any potential security problems or risks. The citizenship of the contractor's security force personnel must be included by the contractor in its technical proposal.
Any proposed change of TCN’s country of origin, prior to award or after award, must have the CO’s approval. The CO has the right to refuse any proposed country of citizenship.

H.5.1.2 LOCAL NATIONAL (LN) Personnel. As a minimum, the Contractor will conduct interviews and review employment application information with these prospective employee and subcontractors. Results of the interview and information reviews will be provided to the RSO. LN personnel are also subject to vetting and/or background checks conducted by the U.S. Government. Based upon information developed during any vetting/background check, the U.S. Government reserves the right of refusal on any LN contractor employees and subcontractor employees proposed to perform services or otherwise under this contract.

H.5.1.3 EXPATRIATE (EXPAT) Personnel. EXPAT personnel will also be subject to U.S. Government vetting/background checks prior to assignment. Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on any EXPAT contractor employees and subcontractor employees proposed to perform or performing protective services under this contract.

H.5.1.4 UNITED STATES (US) Personnel. U.S. Personnel are also subject to vetting/background checks conducted by the U.S. Government. Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on any U.S. contractor employees and subcontractor employees proposed to perform or performing protective services under this contract.

H.5.1.4.1 PROJECT MANAGER (PM) (U.S. only)

- U.S. Citizen
- Fluent in English (Level 3)
- A Bachelor’s degree (four (4) years of directly related experience may be substituted for degree)
- 15 years total experience to include program support (of the 15 years total experience, 10 years specialized experience in physical/personal security related programs and a minimum of five (5) years law enforcement, military experience, or guard force management)
- Professional and/or managerial experience in planning, evaluating, analyzing, and implementing government security programs
- Demonstrated experience in development of plans, policies and procedures, and interpretation of government regulations
- Excellent written and verbal communications skills
- Capable of solving complex problems
- Communicate solutions effectively to both technical and non-technical audiences
- Function effectively in adverse environments
- Not adverse to overseas travel to countries that are considered dangerous or unhealthy

Prior to deployment, must have an active personnel security clearance at the TOP SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

H.5.1.4.2 DEPUTY PROJECT MANAGER (PM) (U.S. only)

- U.S. Citizen
- Fluent in English (Level 3)
A Bachelor’s degree (four (4) years of directly related experience may be substituted for degree) 13 years total experience to include program support (of the 13 years total experience, 8 years specialized experience in physical/personal security related programs and a minimum of five (5) years law enforcement, military experience, or guard force management professional and/or managerial experience in planning, evaluating, analyzing, and implementing government security programs Demonstrated experience in development of plans, policies and procedures, and interpretation of government regulations Excellent written and verbal communications skills Capable of solving complex problems Communicate solutions effectively to both technical and non-technical audiences Function effectively in adverse environments Not adverse to overseas travel to countries that are considered dangerous or unhealthy Prior to deployment, must have an active personnel security clearance at the TOP SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

**H.5.1.4.3 GUARD FORCE COMMANDER (GFC) (U.S. only)**

U.S. Citizen Fluent in English (Level 3) A Bachelor’s degree (four (4) years of directly related experience may be substituted for degree) or Officer or Senior Non-Commissioned Officer (NCO), or Military or Mid Grade Police service Prior military experience such as obtained by an Officer or Senior NCO in the U.S. Armed Forces 10 years total experience to include program support and military, similar law enforcement/police, or local guard force supervisory experience Expert in Force Protection Expert in physical security and access control matters Experience with guard force supervision

Prior to deployment, must have an active personnel security clearance at the SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

**H.5.1.4.4 ERT COMMANDER (U.S. only)**

U.S. Citizen Fluent in English (Level 3) Completion of University, Officer or Senior Non-Commissioned Officer (NCO), or Military or Senior/Mid Grade Police service Prior military experience such as obtained by an Officer or Senior NCO in the U.S. Armed Forces
Minimum of 10 years of military, similar law enforcement/police, or local guard force supervisory experience

Expert in Force Protection/Facility Protection

Experience in physical security and access control matters

Extensive Experience with leadership/supervision of tactical teams, emergency service units, special weapons, or tactical operations type units in law enforcement or U.S. military service

Qualified and current in government issued weapons, including semi-automatic handguns, semi-automatic rifle, shotgun, and other tactical weapons

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.5 SHIFT SUPERVISOR (U.S. only)
Fluent in English (Level 3)
Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Experience with Force Protection

Experience in physical security and access control matters

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.6 SITE SUPERVISOR (U.S. only)
Fluent in English (Level 3)
Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Experienced in physical security and access control matters

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.7 ERT SUPERVISOR (U.S. only)
Fluent in English (Level 3)
Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Familiarity with physical security and access control matters

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Contract No. S-AQMPD-07-C0054
Local Guard Services Kabul, Afghanistan

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.8 SENIOR GUARD (U.S., EXPAT, or TCN)
- Fluent in English (Level 3)
- Minimum of 5 years of mid-level military, similar police, or local guard force supervisory experience 3 years of which were at the NCO or equivalent level
- Proficient in access control procedures of vehicles and pedestrians
- Knowledgeable of proper patrol procedures
- Skilled in operating two-way communication devices
- Experienced in physical security and access control matters

H.5.1.4.9 DISPATCHER/SENIOR GUARD (U.S. only)
- Fluent in English (Level 3)
- Minimum of 3 years of military, similar police, or local guard force experience
- Proficient in operating and monitoring of communications equipment
- Minimum of 1 year experience in military, police, or local guard force communications / dispatching
- Familiar with physical security and access control matters

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.10 EMERGENCY RESPONSE TEAM (ERT) MEMBER (U.S. only)
- Fluent in English (Level 3)
- Minimum of 4 years of military, similar police, or local guard force experience

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.10.1 ERT GUARD DRIVER (U.S. only)
- Fluent in English (Level 3)
- Minimum of 4 years of military, similar police, or local guard force experience

An operating record without significant traffic violations or accidents during the preceding 5 years and during the period of performance of this contract
- Able to obtain driver’s license in Afghanistan for all vehicles required under this contract
- Exhibits basic knowledge of vehicle operator functions and safe driving techniques
- Proficient in defensive driving techniques

H.5.1.4.10.2 ERT GUARD/EMERGENCY MEDICAL TECHNICIAN (EMT) (U.S. only)
- Fluent in English (Level 3)
- Minimum of 4 years of military, similar police, or local guard force experience
Demonstrates an understanding of, and capability to perform basic emergency life support and first aid, including the emergency use of intravenous (IV) therapy. Ability to administer first aid to victims of a chemical or biological attack.

H.5.1.4.10.3 ERT GUARD/MARKSMAN (U.S. only)
Fluent in English (Level 3)
Minimum of 4 years of military, similar police, or local guard force experience

Familiar with physical security and access control matters.

H.5.1.4.10.4 ERT GUARD (U.S. only)
Fluent in English (Level 3)
Minimum of 4 years of military, similar police, or local guard force experience

Minimum of 5 years of mid-level military, similar police, or local guard force supervisory experience 3 years of which were at the NCO or equivalent level.

H.5.1.4.11 GUARD (TCN)
At least 21 years of age
English capability (Level 2)
Minimum of 3 years of military, similar police, or local guard force experience
Demonstrated proficiency with military grade weapons
A current passport from country of origin
Able to obtain a valid, current local or international driver’s license
Acceptable personal, and if appropriate, military record
Meet professional conduct, health, and appearance requirements

H.5.1.4.12 SCREENER (LN)
LN Screener (Male or Female):
At least 21 years of age
Fluent in Dari, Pashto or Urdu (level 3)
Acceptable personal, and if appropriate, military record
Familiar with physical security and access control matters
Familiar with local customs

H.5.1.4.13 GUARD (LN)

LN Guard:
At least 21 years of age
Acceptable personal, and if appropriate, military record
Familiar with physical security and access control matters
Familiar with local customs

H.5.1.4.14 EXPLOSIVE ORDINANCE DETECTION (EOD) DOG HANDLER (U.S. or EXPAT)

Fluent in English (Level 3)
Minimum of 3 years of military, similar police, or local guard force experience in explosive ordinance detection dog handling
Competent dog handling skills
Familiar with physical security and access control matters

H.5.1.4.15 EXPLOSIVE ORDINANCE DETECTION (EOD) WORKING DOG. Properly licensed and has all necessary health certificates required by local authority.
Possesses certificates of training equal to that of the Department of the Treasury Odor Recognition Proficiency standard for EOD canines
Maintains a high state of alertness and attentiveness during duty tours
Has stable temperament, anxious to please its handler, and eager to perform its duties
Physically able to conduct searches regardless of the physical size or method of packaging of deliveries or the size of the vehicles used for delivery (e.g. truck-beds, tractor-trailers, etc.)
Disregards artificial detractors/substances purposely placed in the article to confuse the dog
Doesn't paw or retrieve an explosive or chemical once it has been located
Sits to alert the handler that it has located explosive materials

Dogs may be selected from large, tractable, intelligent breeds in their prime and in good health. The dog shall be trained by competent professionals, maintain a calm temperament at all times, and possess certificates of training equal to that of the Department of the Treasury Odor Recognition Proficiency standard for EOD canines. All certificates of completion and a written description of training content shall be provided to the COR within five days of beginning performance. The Contractor shall make available on request a copy of the EOD dog’s training and health certificates and records in accordance with local law and U.S. regulations.

Dogs shall be housed in clean facilities while not on duty. Duration of the Working Dogs tour or shift shall be such that the dog maintains a high state of alertness and attentiveness and is effective in its duties. A minimum of two hour a day training is required, is invoiced as productive time, and may be suspended by the COR as necessary.

Contractor shall provide all equipment, care, food, and training required for the EOD Working Dog.
H.5.1.4.16 MAINTENANCE TECHNICIAN (U.S. / EXPAT)
Fluent in English (Level 3)
Must meet the requirements as indicated below in subsections of H.5.1.4.16
Capable of maintaining/repairing designated systems such as radios, vehicles, or weapons

H.5.1.4.16.1 RADIO MAINTENANCE TECHNICIAN (U.S./EXPAT)
Fluent in English (Level 3)
A minimum of 3 (three) years of experience maintaining similar radios
Experienced with, and capable of, maintaining all assigned ESF communications equipment
Attended and completed a Motorola training certification course on the type of radio used by
post prior to deployment to Afghanistan

H.5.1.4.16.2 VEHICLE MAINTENANCE TECHNICIAN (U.S./EXPAT)
Fluent in English (Level 3)
A minimum of 3 (three) years of experience maintaining similar motor vehicles
Experienced with, and capable of, maintaining all assigned ESF motor vehicles
Must be able to meet requirements outlined in H.13
Attended and completed Lenco training certification course on the maintenance and repair of
Bearcat vehicles

H.5.1.4.16.3 ARMORER—WEAPON MAINTENANCE TECHNICIAN (U.S/EXPAT)
A minimum of 3 (three) years experience with maintenance of weapons to Original Equipment
Manufacturers (OEM) standards for all ESF assigned weapons
Capable of maintaining on-going inventory database of all assigned weapons and ammunition
U.S. citizenship or citizenship of native English-speaking country
Native fluency in English (Level 3) (see Exhibit H)
As required by the manufacturer, factory certified on all weapons for which he/she is responsible
(see Exhibits A and E), within the last five (5) years
Attended and completed training at DEAV prior to deployment to Afghanistan
Account for all weapons in his/her custody

H.5.1.4.17 PHYSICIAN ASSISTANT (US/EXPAT)
U.S. citizenship or citizenship of native English-speaking country
Native fluency in English
Minimum Level 3 proficiency in the native language of the majority of the guard force
At least 3 years of experience as a Physician Assistant or a higher level, preferably with
the military in a combat zone
Certification by a recognized entity
Ability to work additional hours, as needed
Capable of meeting health requirements (Section H.2.3)

H.5.2.1 LANGUAGE PROFICIENCY. Employees and/or subcontractors, who are assigned
to this contract, shall be able to communicate as a homogeneous workforce to complete the
requirements under this section of the contract.

Depending on their assigned guard posts, Contractor employees may be required to possess
native fluency in English, Dari, Pashto, Urdu or proficiency in the native language of the
majority of the guard force, in order to ensure fluid communications not only among Contractor
employees and subcontractors, but also between them and embassy staff and visitors to the U.S.
Embassy.
The required levels of language “speaking” proficiency are defined in Exhibit H. The specific language, English or another language, shall be specified by guard post in Exhibit A. The COR may interview guard(s) to verify specified language capability level as part of the approval process or at any time when an individual is standing duty.

### H.5.2.2 CLEARANCES/SUITABILITY DETERMINATIONS

#### H.5.2.2.1 All contractor and subcontractor personnel performing on this contract must possess one of the following:

- **TOP SECRET** Personnel Security clearance issued by Defense Security Service

- Diplomatic Security’s determination of eligibility for Moderate-Risk Public Trust (MRPT) determination (Uncleared US citizens, TCNs and EXPATs). Uncleared US citizens are individuals from the US who do not require a TOP SECRET or SECRET Personnel Security clearance.

- Investigative checks conducted by regional security officers (RSOs) equivalent to the required Public Trust position being filled by the Local National employee (LNs)

- Interim clearances/Moderate-Risk Public Trust determinations shall be granted before reporting for duty at Camp Sullivan.

#### H.5.2.2.2 Investigations to be Conducted by RSO, Kabul of Local Nationals. All Local Nationals (LN) employees and subcontractor employees will be required to complete an Optional Form (OF) 612 prior to contract assignment. The Contractor shall provide the completed OF 612s, and any other information required by the RSO or COR, to the RSO at least thirty days prior to the employee’s intended start date. LNs will be investigated and approved/disapproved for contract assignment by the RSO, Kabul. LNs cannot begin work under the contract until they have been approved to do so by the RSO, Kabul.

#### H.5.2.2.3 Investigations to be Conducted by the Bureau of Diplomatic Security (DS). The following forms must be completed and submitted to Diplomatic Security (DS) in order to initiate MRPT investigations for all uncleared U.S. citizens (non-Key Personnel), TCNs and EXPATs to be assigned to this effort:

- Standard Form 85-P (Questionnaire for Public Trust Positions completed by using the EPSQ program and filled out in English.)

- Standard Form 85-PS (Supplemental Questionnaire for Selected Positions completed by using the EPSQ program and filled out in English.)

- (2) FD-258 (Fingerprint Cards) – Provided by Department of State

- DS Form 4002, (Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act provided by Department of State.)

- DD-Form 214 (Certificate of Release or Discharge from Active Duty) for former military personnel (copy), if applicable or equivalent for TCN and EXPAT.

- Foreign Relatives, Friends and Associates Form (Provided by Department of State)

- Proof of location and date of birth including, but not limited to, certified birth certificate, notarized hospital record, or copy of passport, etc.

In order to meet Post’s requirements, Interim MRPT determinations will be rendered when possible and contractor personnel will be authorized to begin work on the contract once an Interim MRPT determination has been rendered.
H.5.2.2.4 Submission of Forms. The Contractor shall hand-carry or send by courier the completed forms for U.S. citizens, Expats, and TCNs (see Section H.5.1.13.3) to the Industrial Security Division, Bureau of Diplomatic Security, DS/IS/IND, SA-20, 1801 North Lynn Street, Rosslyn, Virginia, 22209. To expedite processing, it is strongly recommended that the Contractor initially submit the required forms in electronic form. The Contractor should use the Electronic Personnel Security Questionnaire program, which can be downloaded free of charge, from www.dss.mil/epsq. For more information about the requirements, visit http://www.dss.mil/search-dir/evso/sub.htm.

The Government will make every attempt to render an interim determination within thirty days of the receipt of the completed forms. Contractor personnel who require an MRPT determination, may be determined to be eligible for assignment to the contract upon completion of a favorable interim background check and issuance of an Interim MRPT. Those contractor employees who are granted an Interim MRPT, based on the results of an interim background check, will be approved for initial contract assignment. Those contractor employees who are not initially granted an Interim MRPT, based on the results of an interim background check, will not be approved for contract assignment until their MRPT determination is completed and favorable adjudicated. The contractor will be advised of the Government’s interim determination for its personnel. A personal interview will be conducted if deemed necessary by the Bureau of Diplomatic Security.

Prior to receiving an interim or final eligibility determination, a contract employee or subcontractor shall not enter any US Government property or facility, i.e., in Kabul Afghanistan, If a contractor or subcontractor employee is ultimately deemed ineligible for a favorable MRPT determination or if issues are raised during the personal interview or investigation for personnel granted interim MRPT determinations, he/she must be removed from the contract at no cost to the government.

H.5.3 PHYSICAL FITNESS. All ESF members working under this contract shall be well proportioned in height and weight, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty, possess binocular vision, correctable to 20/30 (Snellen), shall not be colorblind and shall be capable of hearing ordinary conversation.

In addition to the above, all ERT members shall be capable of successfully performing the physical tests described below.

a. The four physical tests are:
   Physical Test 1: 1 mile run
   Physical Test 2: Bench Press
   Physical Test 3: 180 pound dummy drag 50 yards in full gear
   Physical Test 4: Shuttle Run Stair Climb

b. For Physical Test 1 the ERT member shall demonstrate the ability to run 1 mile in a specified time determined by age as indicated in the below table.

c. For Physical Test 2 the ERT member shall demonstrate the ability to bench press one repetition of his or her own body weight as indicated in the below table. The body weight of the member shall be taken and recorded.

d. For Physical Test 3 the ERT member, in full gear, shall demonstrate the ability to drag 180-pound bag or dummy dressed in full gear for a distance of 50 yards in a specified time determined by age as indicated in the below table.

e. For Physical Test 4 the ERT member shall demonstrate the ability to climb four (4) flights of stairs shuttle run style. The member shall begin at the first floor and climb the stairs to the fourth floor, and then descend to the first floor. He/she shall immediately re-climb the stairs to the third floor, and then descend to the first floor. Finally, he/she shall immediately re-climb the stairs to the second floor, and then return to the first floor. This test shall be completed but under no pre-determined time restriction.
The Contractor shall run these tests concurrently without more than a 15 minute break in between each one.

H.5.4 ALERTNESS No ESF employee or subcontractor employee of the Contractor shall work a tour of duty of more than 12 continuous hours. Each contractor guard shall have a minimum of 12 hours off duty between tours on this contract, except in emergency situations. The Contractor shall not bill for employee or subcontractor employee hours that exceed the 12-hour tour length. The Contractor shall obtain written prior approval of the COR, if any employee or subcontractor employee of the Contractor performing under this contract intends to work for another firm or organization in addition to the Contractor. The Contractor shall obtain the prior written approval of the COR before assigning any guard performing under this contract to work with another client of the Contractor.

The Contractor shall provide a 15-minute break once every four (4) hours during an employee or subcontractor’s tour of duty to allow for comfort, personal needs, stress, or other required or requested absences from the Exhibit A assigned post. Meal breaks shall be scheduled at appropriate times during a tour of duty and shall be at a minimum 30 minutes in length (See also Section C.3.1.2). Breaks shall not run consecutively.

H.5.5 TRAINING REQUIREMENTS The types of training required for ESF personnel under this contract are basic training, firearms qualification, annual refresher training, explosive detection and x-ray training (see Section C.1.7). The training requirements listed below apply to all employee and subcontractors assigned to a position listed in Exhibit A. The Contractor shall maintain employee and subcontractor employee training records to document the training each employee and subcontractor employee receives. These records shall be part of the administrative files required by Section C.

The USG shall not provide any training facilities in country or out of the country prior to the completion of the transition period. It is the responsibility of the Contractor to fully address training, as required in Section L of this solicitation. After the completion of the transition period, the Contractor may have access to the facilities located within Camp Sullivan as described under Exhibit E – Government Furnished Equipment.

H.5.5.1 TRAINING PROGRAM FOR ESF

<table>
<thead>
<tr>
<th>Age</th>
<th>Test 1</th>
<th>Test 2</th>
<th>Test 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24-under</td>
<td>11.04 minutes</td>
<td>1 rep of body weight</td>
<td>22 seconds</td>
</tr>
<tr>
<td>25-29</td>
<td>14.03 minutes</td>
<td>1 rep of body weight</td>
<td>25 seconds</td>
</tr>
<tr>
<td>30-34</td>
<td>15.21 minutes</td>
<td>1 rep of body weight</td>
<td>29 seconds</td>
</tr>
<tr>
<td>35-39</td>
<td>15.42 minutes</td>
<td>1 rep of body weight</td>
<td>33 seconds</td>
</tr>
<tr>
<td>40-44</td>
<td>16.54 minutes</td>
<td>1 rep of body weight</td>
<td>37 seconds</td>
</tr>
<tr>
<td>45-49</td>
<td>17.34 minutes</td>
<td>1 rep of body weight</td>
<td>41 seconds</td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24-under</td>
<td>14.03 minutes</td>
<td>1 rep of body weight</td>
<td>40 seconds</td>
</tr>
<tr>
<td>25-29</td>
<td>15.21 minutes</td>
<td>1 rep of body weight</td>
<td>45 seconds</td>
</tr>
<tr>
<td>30-34</td>
<td>15.42 minutes</td>
<td>1 rep of body weight</td>
<td>50 seconds</td>
</tr>
<tr>
<td>35-39</td>
<td>16.54 minutes</td>
<td>1 rep of body weight</td>
<td>55 seconds</td>
</tr>
<tr>
<td>40-44</td>
<td>17.34 minutes</td>
<td>1 rep of body weight</td>
<td>60 seconds</td>
</tr>
<tr>
<td>45-49</td>
<td>18.15 minutes</td>
<td>1 rep of body weight</td>
<td>65 seconds</td>
</tr>
</tbody>
</table>
H.5.5.1.1 MASTER TRAINING PROGRAM. The Contractor shall propose a Master Training Program that will include all elements of training described under Section H.5.5 including but not limited to;

- all training objectives, proposed curricula,
- a training outline, testing/examinations, and
- schedules and flow charts for the anticipated student load.

This training curriculum shall be consistent throughout the period of performance of the contract. The curriculum shall meet the requirements of this contract for all locations. The master training program is to be provided 10 calendar days after award of the contract as stated in F.6 Deliverables. The USG will have five (5) calendar days to review and approve/disapprove the plan. (See Section F.6)

H.5.5.1.2 CHANGES IN COURSES OF INSTRUCTION. The Contractor shall conduct a semi-annual review of all training requirements to ensure those training courses cover all areas of security responsibilities commensurate with actual performance. The Contractor shall change the content of training courses as directed by the COR at no additional cost to the Government, provided there are no changes to the number of instructors or classroom hours.

H.5.5.1.3 INSTRUCTION QUALIFICATIONS. All training instruction and testing shall be conducted by qualified instructors. Training instructors shall be qualified in law enforcement, all security procedures as required by this contract and medical first-aid. Qualifications of instructors shall be based on documentation of past teaching experiences or successful completion of an “instructor training course” by a recognized accreditation-training program. Resumes of prospective instructors shall be submitted to the COR for approval within ten (10) days following contract award.

Provide verifiable certification of at least eight (8) years of successful training and work experience as an instructor, typically as an instructor at a U.S. federal, state, local government or military training facility providing instruction in basic security tactics and guard force principles.

H.5.5.1.4 TRAINING MATERIALS AND FACILITIES. The Contractor shall provide all COR approved course materials, classrooms, certified instructors, and training aids to accommodate a training of contractor employee and subcontractors in sufficient number to meet contract requirements.

H.5.5.1.5 TRAINING REPORTS/PLANS. The Contractor shall maintain records of all training and shall provide quarterly summary reports to the COR (see Section F.6). The Contractor shall notify the COR, in writing, of the times, locations and nature of all scheduled training. This notice along with a training plan shall be submitted to the COR within a minimum of five (5) work days prior to start of such training. All in-service training shall be based on the initial training requirements listed above, and/or as determined by the COR. The Government reserves the right to observe training activities without prior notice to the Contractor.

H.5.5.1.6 CERTIFICATION CARDS. The Contractor shall develop and issue to each employee and subcontractor employee a “Certification Card” which shall be carried/displayed by employee and subcontractors while on duty to validate the completion of all certified training requirements and is good for a 12-month period. The laminated certification card will be 2 1/8” wide by 3 3/8” long and 1/16” thick. The Contractor shall be responsible for punching a rectangular hole in the top center of the card. This punched hole shall align with the hole of the Embassy Security Force issued building passes. The certification card of the employee and subcontractor employee shall be laminated by the Contractor and shall contain a 2x2 color photograph and contain the signature of an executive level officer of the company. This
signature shall be considered by the Government as certification that the employee and subcontractor have received all the required training for the year. COR approved training requirements for certification include, but are not limited to Basic Training (BT), Firearms (FA), CPR (CR), Licensing (LC), PR-24 (PR), Magnetometer, X-ray, and Explosive Detection Equipment (SE). In addition, the Contractor shall provide a written record to the COR certifying that each contract employee and subcontractor employee have received the required training. All costs associated with this requirement shall be borne by the Contractor.

The details of the certification card will be provided at contract award.

H.5.5.2 BASIC TRAINING. Before assigning an ESF member, the Contractor shall have the employee or subcontractor employee satisfactorily complete a program of basic training approved by the COR. This program shall be a minimum of 80 hours and include the activities listed below. An additional 40 hours of firearms training is required. This Basic Training requirement does not apply to employees and subcontractor employees who have already completed the training requirements under the previous contract that can be verified by both the successful Contractor and the COR. All costs of basic training, including labor, are the responsibility of the Contractor. For those incumbent employees for which the Basic Training requirement cannot be verified the COR can grant a ninety-day waiver within which the incumbent must successfully complete Basic Training.

Orientation. Introduction to the training program, training objectives, and the role of the guard force in the Mission Security Plan. The RSO shall participate in this block of instruction.

U.S. Government Assets. Description of U.S. assets to be protected, including name, location, and function. The RSO shall provide this information.

Local Law and the Power of Arrest. The powers and legal limitations of the guard to use force and arrest offenders, and the relationship of the guard force to the host government security forces.

Terrorism and Criminality. Description of the nature of the threat to U.S. assets, with examples.

Fires and Explosions. Description of the threat to assets of fire and explosions, with examples.

Mission Emergency Plans. Role of the guard force in cases of fire, explosions, bomb search, and building evacuation. The RSO shall provide this information.

Physical Security Measures Employed by the Mission. Description of the access control systems employed, including alarms used (anti-intrusion and fire).

Basic Guard Duties. General description of guard actions for protection of facilities and residences. Denial of access to unauthorized persons, preparation and maintenance of guard force records, logs, and reports.

Guard Force Communications. Procedures to be used in case of incident; notification of others; use of radio equipment.

General Orders and Post Orders. Details of Exhibit B. Emphasis on guard responsibilities, conduct, and penalties for violating orders.

Maintenance of Post Logs and Preparation of Incident Reports. Procedures for preparing daily logs of incident reports.

Unarmed Defense and Restraint of Disorderly Persons. Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.

The Use of Personal Equipment. Procedures for the use of the baton, handcuffs, and Mace, as applicable.

Access Control Equipment Use and Procedures. Use of electronic body and package search equipment; body search manually; vehicle search and building search for suspected bombs;
visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all guard personnel, with special hands-on training for those with access control duties.)

**Observation Techniques.** Use of observation techniques for static guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all guards.

**Dealing with Government Employees and the General Public.** Procedures to be used when conversing with Government employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.

**Static Surveillance Detection.** The act of observing and detecting indicators of pre-operational surveillance from a fixed or static position.

**First Aid.** First responder/safe haven training.

**Use of Force/Force Continuum.** Procedures to prevent/stop assault when someone’s life is in danger.

**H.5.5.2.1 ERT BASIC TRAINING**

In addition to the meeting the requirements of Basic Training (see H.5.5.2) the Contractor shall provide ERT training to members who will be assigned to the ERT Team in accordance with the standards outlined in Exhibit S (ERT Manual). Before utilizing an individual in an ERT capacity, the individual must have successfully completed the ERT training.

**H.5.5.3 SUPERVISORY TRAINING.** All costs associated with this requirement shall be borne by the Contractor. All Shift and Site Supervisors shall successfully complete a 40-hour Supervisory Training Course prior to becoming a supervisor. Twenty-four (24) hours of this training, see below, may be waived by the COR upon certification from the Contractor that the candidate Shift and Site Supervisor has already received supervisory training from a bona fide law enforcement agency or comparable military school. Supervisory training must have been received within the last five years, or longer provided the person continued employment in a supervisory capacity from that date forward to within one year of making application for the position of Shift and Site Supervisors under this contract. Sixteen (16) hours of training, see below, is required for all supervisors below the DGFC level and may not be waived.

a. **Twenty Four (24) hours for Shift and Site Supervisors:**
   - Introduction to First Line Supervision
   - Leadership Principles
   - Dynamics of Leadership
   - Process of Management
   - Situational Leadership
   - Employee Motivation
   - Effective Communications
   - Decision Making
   - Planning and Time Management
   - Effective Counseling
   - Final Examination and Course Critique
   - Discussion with the PM

b. **Sixteen (16) hours for Shift and Site Supervisors:**
   - Key Control
   - Vehicle Inspection
   - Conducting Roll Calls
   - Accident Investigation and Reports
   - Uniform Clothing and Grooming Standards
   - Post Inspection Procedures
   - Supervisory Orders and Contract Requirements

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H.5.5.4 IN-SERVICE TRAINING

H.5.5.4.1 DAILY. In-service training is a specific term for training contract personnel to enhance or maintain their skills and knowledge of security issues and operational procedural changes. The training shall be performed as part of daily roll call, 10 to 15 minutes, or at special COR approved training sessions. The 10-15 minutes daily training shall be at no additional costs to the Government. All special training approved by the COR shall be paid for by the Government. The PM shall submit to the COR for approval, one week in advance, training topics for in-service training for all sites.

H.5.5.4.2 EMERGENCY RESPONSE DRILL. Periodic drills and critiques will be conducted by the COR to assure an acceptable level of training by security personnel for responses to emergencies. These drills shall be conducted during normal working hours at no additional expense to the Government. The Contractor shall ensure that all employee and subcontractors maintain the required state of readiness to respond to these drills and to actual emergencies.

H.5.5.5 FIREARM TRAINING. Contractor is responsible for furnishing all weapons, training, and necessary supplies. Firearms training requirements apply to all employee and subcontractor employees assigned to an armed guard post listed in Exhibit A. The Contractor shall maintain employee and subcontractor employee-training records to document the training each employee and subcontractor employee receives. These records shall be part of the contractor’s administrative files (see Section C). The Government reserves the right to monitor all firearms training conducted by the Contractor.

H.5.5.5.1 CERTIFIED FIREARM INSTRUCTOR. All firearm training conducted by the Contractor shall be performed under the direction of a certified Firearms Instructor or Instructors. The Firearms Instructor(s) shall be of a qualification level necessary to provide firearms instruction for the weapons described in Exhibit E. The Contractor shall provide proof of the instructor’s certification to the COR prior to conducting firearm training. Minimum qualifications for instructors are as follows:

Provide verifiable certification of successful training and work experience as an instructor, typically as an instructor at a U.S. federal, state, local government or military training facility providing instruction in firearms, EOD, etc.

H.5.5.5.2 BASIC FIREARM TRAINING. Basic Firearm Training shall be a minimum of forty (40) hours. This training shall be conducted in both a classroom environment and at a suitable firing range. A syllabus for training must be submitted and approved by the COR prior to commencement of training, and the COR or COR designee has the right to be present during any or all stages of training. Firearm training shall address the weapons described in Exhibit E. The Contractor shall furnish all material necessary for the training including classrooms, firing range, targets, target holders, ammunition, and weapons. This program shall include the following activities:

(1) Classroom instruction shall include but not limited to:
   • Weapon nomenclature
   • Weapon safety features
   • Safe weapon handling
   • Proper weapon stowage
   • Proper marksmanship techniques
   • Host country laws and regulations that pertain to carrying and use of the weapon
Elements of the General Orders and Post Orders (Exhibit B) covering weapons and armed post.

(2) Firing Range training shall include but not limited to:
- Hands on familiarization with the proper use of the weapon
- Firing positions
- Firing of the weapon with a minimum number rounds of ammunition (See Exhibit G)
- Speed reloading
- Firearm safety
- Cleaning and maintenance of the firearm

Employee and subcontractor employees must satisfactorily complete the Basic Firearm Training and documentation of the satisfactory completion shall be subject to the review and approval by the COR.

**H.5.5.5.3 WEAPON CERTIFICATION.** Contract guard employee and subcontractor employees who are armed in the performance of their duties must qualify with the weapon utilizing the standards described in Exhibit G prior to assignment to an armed guard post under this contract.

Contract guard employee and subcontractors shall re-qualify on their weapons at least semiannually. In addition, ERT members shall re-qualify quarterly. ERT shall also incorporate proficiency weapons firing into their training program on a monthly basis.

**H.5.5.5.4 FIRING RANGE.** The Contractor is responsible for obtaining the use of a firing range suitable for the weapons to be fired. The range or other suitable facility shall have adequate space to allow for instruction to occur. The Contractor is responsible for furnishing all materials for firing at the range, including hearing and eye protection, targets, and target stands. The Contractor is responsible for transporting and providing security for the guards to and from the firing range.

**H.5.5.5.6 ANNUAL REFRESHER TRAINING.** The Contractor shall have each employee and subcontractor employee successfully complete at least 16 hours of annual refresher training. The Contractor shall not provide services of employee or subcontractor employees unless they are certified on all required training. The training shall include any new material affecting the performance of local guard duties. All costs of refresher training, including labor, are the responsibility of the Contractor. Upon completion of annual refresher training the Contractor shall notify the COR which guards have completed the require training.

**H.5.5.7 EXPLOSIVE ORDINANCE DETECTORS AND/OR X-RAY INSPECTION EQUIPMENT OPERATOR TRAINING.** The Government will provide each employee and subcontractor employee using the explosive detectors and/or X-ray inspection equipment with training in system operation (See Section C.1.7). Government provided Operator training is in addition to 80 hours of basic training and 16 hours of annual refresher training.

**H.5.5.8 CHEMICAL AND/OR BIOLOGICAL AWARENESS AND COUNTER MEASURES BRIEFING.** The Government will provide, on a one-time basis, an overview of chemical and/or biological awareness and countermeasures. The Contractor shall provide all subsequent briefings on this subject, as part of refresher training.

**H.5.5.9 CLOSED-CIRCUIT TELEVISION (CCTV) OPERATOR TRAINING.** The Government will provide, on a one-time basis, training on the CCTV monitoring equipment. Training shall cover equipment operation, operator maintenance, logbook procedures, and alarm response guidance. The Contractor shall provide all subsequent training on the equipment.
H.5.5.10 GEMS TRAINING. The Contractor at its own expense shall provide each supervisor and any other employee using GEMS training in the proper use of the system. For these employees, GEMS training shall also be part of their annual refresher training.

H.6 WEAPONS

H.6.1 WEAPONS. Exhibit A identifies the posts manned by armed guards. Exhibit E lists the types and quantities of weapons, ancillary supplies, ammunition, and equipment to be furnished by the Government. Guards shall only use the weapons described in Exhibit E; they are prohibited from carrying or using any other firearms in performance of this contract.

H.6.2 PERSONNEL. The COR shall approve in advance contractor and subcontractor personnel who shall be armed. Prior to requesting approval, the Contractor shall, at the contractor’s expense, have the employee or subcontractor employee satisfactorily complete Basic Firearm Training and qualify with the weapons as described in Section H.5.5.2. The Contractor shall ensure all armed personnel are and remain properly licensed in accordance with local law. Under no circumstances shall a guard carry or handle a firearm if not properly licensed or if the individual has not completed the required firearm training. An armed guard will work a maximum shift of 12 hours in order to remain alert and attentive to his duties. No TCN or LN personnel will work more than 60 hours per week and no US or EXPAT personnel will work more than 54 hours per week, unless specific authorization from the COR has been obtained.

H.6.3 WEAPONS CONTROL/MAINTENANCE. The Contractor is required to issue clean and serviceable weapons to guards prior to each posting loaded with the appropriate type and amount of ammunition. Contractor shall have an accountability program in place to account for weapons and ammunition at all times. See Exhibit D for ammunition calculations and minimum storage levels required under this contract. The Contractor shall maintain the minimum storage levels required under this contract as indicated in Exhibit E and shall notify the COR in writing at least 90 days PRIOR to the projected date that they anticipate going below the minimum storage levels. The Government will provide a weapons storage area and a weapons cleaning area for ESF weapons. The Contractor shall be responsible for proper storage and maintenance of weapons used for the security of the contractor’s compound. In addition, the Contractor is responsible for providing all cleaning supplies and for cleaning the weapons. Weapons shall be cleaned weekly at the weapons cleaning area provided by the Government. The Contractor will maintain a log listing weapon make, model, serial number, and date on which it was cleaned. In addition, the Contractor shall maintain an inventory of ammunition available, updated daily, per ammunition type.

H.6.4 FIREARMS MISUSE. The misuse, mishandling, or negligent firing of any weapon by a contractor employee and subcontractor employee, or, if applicable, police contracted for by the Contractor, may result in the Contractor, at COR direction, immediately removing the individual from any further services provided under this contract (See also Exhibit C).

H.6.5 LOCAL LAW. Weapons will be individually issued to those guards who will use them. An armed guard is subject to host country law regarding the proper use of a firearm. If an incident occurs, the guards involved can be subject to an investigation and prosecution by local authorities.
H.7 AUTHORITY AND JURISDICTION

H.7.1 AUTHORITY. Authority of the contractor's personnel to detain and/or make arrests shall be that of private citizens as defined by host country law.

H.7.2 BONDS AND LICENSES. The Contractor shall provide and pay for any official bonds and/or licenses required for the performance of this contract.

H.7.3 PERMITS. The Contractor shall obtain all permits, licenses, and appointments required for the work under this contract at no additional cost to the Government. The Contractor shall obtain permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of contract performance may result in contract termination. The Contractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host government. Once the contract is awarded, the Embassy will assist the Contractor in obtaining applicable permits and licenses as necessary. The Contractor shall request any assistance in writing to the Contracting Officer.

H.7.4 EMPLOYEE AND SUBCONTRACTOR EMPLOYEE SALARY BENEFITS. The Government shall have no responsibility or liability for payment of any wages or benefits to contractor's employee and subcontractor employees, including those associated with severance pay as defined by local law. The Government, its agencies, agents, and employee and subcontractor employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, severance pay, sick or health benefits, childcare, or any other benefit, the Contractor is responsible for these payments. The rates/prices in Section B shall include all such costs.

H.7.5 INSURANCE. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

<table>
<thead>
<tr>
<th>AUTOMOBILE LIABILITY</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury</td>
<td>$200,000 Per Person and $200,000 per occurrence</td>
</tr>
<tr>
<td>Property damage</td>
<td>$250,000 Per occurrence</td>
</tr>
<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td>Bodily injury</td>
<td>$200,000 per occurrence</td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation and Occupational Disease</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>STATUTORY, AS REQUIRED BY HOST COUNTRY LAW</td>
<td></td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$0</td>
</tr>
</tbody>
</table>

H.7.5.1 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY) The Contractor assumes absolute responsibility and liability for any, and all, personal injuries or death (body removal) and property damage or losses suffered due to:
(a) Negligence of the contractor’s personnel in the performance of this contract. (b) Any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor’s personnel.

The Contractor’s assumption of absolute liability is independent of any insurance policies.

H.7.5.2 WORKER’S COMPENSATION INSURANCE. The Contractor shall provide workers’ compensation insurance in accordance with FAR clause 52.228-3, “Worker’s Compensation Insurance (Defense Base Act)” for those contractor employee and subcontractors assigned to this contract who are:
(a) Hired in the United States;
(b) Residents of the U.S.; or
(c) Citizens of the U.S.

See also DOSAR 652.228-71, “Worker’s Compensation insurance (Defense Base Act) – Services” and 652.228-76 “Defense Base Act Insurance Rates - Limitation - Cost-Reimbursement, Labor-Hour, and Time-and-Materials”. The Contractor agrees to provide all other contractor employees with worker’s compensation benefits as required by the laws of either the country in which the employee and subcontractors are working or the employee and subcontractor’s native country, whichever offers greater benefits, following FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”.

H.7.6 DUTY FREE ENTRY PERMITS. The Government shall assist the Contractor in obtaining duty free entry permits for materials and equipment required under this contract for custom clearances. The Government shall not be liable if duty must be paid. The Contractor shall assist in the process of obtaining duty free entry permits for all tools, equipment, and materials to be used under this contract by submitting to the Contracting Officer:
A legible copy of the bill of lading;
A list of items, description, and value;
The number of crates or pallets within 10 calendar days in advance of their arrival in Kabul, Afghanistan;
Air shipments will be by DHL to U.S. Embassy, Great Masoud Road, Kabul, Afghanistan; and Ocean shipments will be received in Karachi, Pakistan.

The Contractor shall bear all costs or delays for duties and taxes unless the Contractor provides supporting documents to show a change in host country law or procedures that occurred after the award of the contract.

H.7.7 ARMS EXPORT CONTROL ACT (AECA) AND INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). The Contractor shall comply with §§ 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract may result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR, will be the responsibility of the Contractor. For additional information on AECA and ITAR, see http://www.pmddtc.state.gov.

H.8 POST AWARD CONFERENCE. Within 15 days after contract award, the Government will hold a post award conference at the U.S. Embassy. The Government will provide the location, date, and time of the conference at the time of award. At the beginning of this conference, the Contractor shall present a detailed transition plan, as discussed below. Additionally, subsequent to contract award, the Contractor shall attend a “kick-off” meeting at
the Department of State, Arlington, VA, at which the specific contract security requirements and procedures will be fully explained. At a minimum, the Contractor's Facility Security Officer must be in attendance at the 'kick-off' meeting. The Government will provide the location, date, and time of the meeting when the contract is awarded.

H.9 TRANSITION PLAN

H.9.1 GENERAL. As part of its proposal, the Contractor is required to submit a Preliminary Transition Plan. The plan shall form the basis for the Transition Plan required under this contract. The Plan shall be presented in the form of a Bar Chart or time-scaled Diagram Schedule, indicating commencement and completion of the different plan elements for the entire transition period. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion date.

H.9.2 SPECIFIC TRANSITION PLAN ISSUES. The Contractor shall update and augment the Preliminary Transition Plan submitted as part of its proposal, so that it addresses at least the following areas:

a. Recruitment
   - Types of advertising or other methods of identifying potential candidates
   - Plans for employee and subcontractor clearances
   - Planned start and end dates of recruitment
   - Incumbent recruitment for US, EXPAT, TCN and LN employees

b. Clearances and Background Investigations
   - Timeline for confirming Top SECRET and SECRET clearances of Key Personnel (listed in Section H.11) with the Defense Security Service (DSS)
   - Timelines for conducting credit and police checks of all other personnel, submitting resumes to the Government for approval (see format in Exhibit M), submitting Moderate-Risk Public Trust applications to the Government for TCNs and Expats (see Exhibit J) and applications for local vetting for LNs (see Exhibit K)

c. Training of New and Incumbent Employees and subcontractor employees
   - Types of training
   - Location of training
   - Instructors
   - Length of training
   - Categories of employee and subcontractor employees to be trained
   - Planned start and end dates of training

d. Licenses and Permits
   - Identify all licenses and permits required to perform
   - Indicate which licenses and permits are in the offeror’s possession, which must still be obtained, and the planned date by which each license or permit will be obtained
   - Provide copies of local licenses and permits as they are issued
   - Identify the type of assistance expected from Embassy staff in obtaining licenses and permits

e. Insurance
   - Types of insurance that must still be obtained
   - Planned date by which all insurance will be obtained

f. Identification of Priority Guard Posts
   - Assign priority to the selection, training, and clearance of all guard supervisors to be used under the contract

g. Phase-In
   - Identify how the Contractor plans to interact with the outgoing incumbent Contractor for all requirements included in this solicitation.
   - Planned start and end dates of phase-in
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h. Plans for Relief Guards and Relief Workers

i. Timeline Interrelating All Transition Activities
   - The planned completion and timeline dates can be expressed as a calendar date, or as “X” number of days after occurrence of another event, such as contract award. For instance, if the Contractor does not plan to start phase-in until all recruitment is completed, state the date as “X” number of days after completing recruitment.

j. Transition Progress Reporting
   - Develop a biweekly report for the Contracting Officer and COR that documents accomplishment of elements of the transition plan. The report will document problems that impact timely completion of the transition phase.

**H.9.3 COMPLETION OF TRANSITION PLAN AND PROGRESS REPORT.** The Contractor shall submit a transition plan for review and approval by the Government. The Transition Plan will be discussed during the post-award conference, with the Government providing input, recommendations. If required, the contractor shall revise the plan to incorporate the Government’s comments and recommendation. The contractor shall submit any revised plan for final Government approval.

The contractor shall furnish the Contracting Officer and COR a biweekly report that tracks the progress of the transition process. The contractor shall describe any problems that will impact completion of transition in the time specified in the Transition Plan (see Section F).

**H.10 PHASED TAKEOVER.** The Government requires that the Contractor begin full performance of the contract requirements on a specific start date, but the Contractor shall transition and/or phase-in its services prior to that date. During the Phase-In/Transition period, the Government will pay only for hours provided and accepted. Failure of the Contractor to complete the phased takeover either within 90 days after contract award or by the start date stated in the Notice to Proceed, whichever is later, is grounds for termination of the contract for default.

**H.11 KEY PERSONNEL**

**H.11.1 REQUIRED KEY PERSONNEL.** The Contractor shall assign to this contract the key personnel shown in the below table.

<table>
<thead>
<tr>
<th>Position/Function</th>
<th>Name</th>
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<tbody>
<tr>
<td>Project Manager (PM)</td>
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</tr>
<tr>
<td>Deputy Project Manager</td>
<td></td>
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<tr>
<td>Guard Force Commander</td>
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<tr>
<td>ERT Commander</td>
<td></td>
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<tr>
<td>ERT Supervisor</td>
<td></td>
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<tr>
<td>ERT Senior Guard</td>
<td></td>
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<tr>
<td>Site Supervisor</td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td></td>
</tr>
<tr>
<td>Dispatcher/Senior Guard</td>
<td></td>
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</tbody>
</table>

**H.11.2 SUBSTITUTIONS.** During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions. After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of
the proposed action immediately. Prior to making the substitution, the Contractor will provide the information in Section H.11.3 to the Contracting Officer.

**H.11.3 REQUIRED EXPLANATION.** The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

**H.12 RESERVED**

**H.13 VEHICLES.** Vehicles utilized in support of the ESF under this contract are categorized as follows:

- Government provided, See Exhibit E
- Contractor provided, See Exhibit D

The Contractor shall ensure 4 out of the 5 Government furnished vehicles are operational at all times.

The Contractor shall keep all vehicles, Contractor and Government provided, in safe operating condition at all times with a valid safety inspection sticker attached, if required by local law. The Contractor shall provide all fuel, except for Government Furnished vehicles as identified on Exhibit E. The Contractor shall provide maintenance, lubricants and replacement parts for all the vehicles.

In addition to the vehicles required in support of the ESF, which includes the vehicles required to provide transportation to the ESF between Camp Sullivan and their posts, the Contractor shall provide all vehicles necessary to support the operations, maintenance, and repair services as well as the food services for Camp Sullivan. The Contractor shall use the vehicle maintenance facility on-site to maintain and repair vehicles. The Contractor shall be responsible for providing fuel, lubricants, oil, routine and special maintenance, care, cleaning and insurance for all contractor provided vehicles.

Contractor employees who operate vehicles in performance of this contract shall be properly licensed to operate such vehicles. All operators shall have maintained an operating record without significant traffic violations or accidents during the preceding five (5) years and during the period of performance of this contract.

**H.13.1 ESF VEHICLE CARE.** The Contractor shall provide organizational* and intermediate** maintenance and repairs for all vehicles (both Government and Contractor provided) required under the ESF requirement and keep all vehicles in safe operating condition at all times. The Contractor shall also provide care and cleaning of the vehicles.

Any repairs to the armor and ballistic glass on Government-furnished vehicles requires special attention by DEAV technicians ONLY.

*Organizational Maintenance – Maintenance which is the responsibility of and performed by a using organization on its assigned equipment. Its phases normally consist of inspecting, servicing, lubricating, adjusting, and replacement of parts, minor assemblies and subassemblies. Organizational maintenance (OM) activities normally do not require highly specialized skills or equipment.
**Intermediate Maintenance - Maintenance which is the responsibility of and performed by designated maintenance activities for direct and general support to using organizations. Its phases normally consist of calibration, repair or replacement of damaged or unserviceable parts, components of assemblies; the emergency manufacture of non-available parts; and providing technical assistance to using organizations. Intermediate maintenance (IM) includes activities requiring the use of specialized equipment or shops and greater specialization of skills than what is utilized at the OM level but not to the depth of Depot Maintenance repair.

See Exhibits D and E for the Preferred Parts List on the armored vehicles.

H.14 VARIATION IN QUANTITY
(a) The Government reserves the right to increase or decrease the number of hours required for each labor category of Standard Services shown in Section B.
(b) The Government reserves the right to increase or decrease the number of hours required for each labor category of Additional and Emergency Services shown in Section B.
(c) As long as the cumulative number of hours required due to increases or decreases is not less than 75 percent or more than 125 percent of the number of hours specified for that labor category in Section B at the time award, neither the Contractor nor the Government shall be entitled to an adjustment of the hourly rates. The Government will modify the contract to show any decrease or increase in the number of hours with a unilateral modification. The contract modification may include revisions to Section B, Exhibit A, Exhibit B, and any other portion of the contract requiring revision to reflect the increase or decrease in the number of hours.
(d) If the cumulative number of hours required as the result of any increases or decreases is less than 75 percent or more than 125 percent of the number of hours required for the labor category in Section B for either Standard Services or Additional and Emergency Services, the Government or the Contractor may request adjustment of the hourly rates under the Changes clause or the Termination clause. The allowable adjustment shall be based only on any increase or decrease in costs due to the variation above 125 percent or below 75 percent. Requests for adjustments shall be made within 90 days of the change in requirements that caused the hours to exceed the 25% variation. The Contractor and the Government shall sign modifications adjusting the hourly rates. If an agreement cannot be reached on the amount of the adjustment the Government shall prepare a unilateral modification and the Contractor may assert its rights under the Changes clause.

H.15. CONSENT TO SUBCONTRACT
H.15.1 GENERAL. This contract permits subcontracts for operations, maintenance, repair, food, EOD Dogs/Handlers and medical services subject to the restrictions set forth in C.2.3. If the word "NONE" completes the fill-in of H.15.2, below then subcontracts for food services are prohibited under this contract.

H.15.1.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR'S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontract(s) for food services, as set forth in the offeror's technical proposal, incorporated by reference as set forth in H.15.2.

H.15.1.2 CONSENT TO SUBCONTRACT NOT PROPOSED IN THE CONTRACTOR'S PROPOSAL. This contract prohibits subcontract(s) for food services that were not proposed in the Contractor's proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.
H.15.1.3 Contractor’s request for consent to subcontract. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials); and
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.2 GENERAL. This contract permits subcontract(s) for the operations, maintenance and repair services for Camp Sullivan to the restrictions set forth in C.2.3. If the word ‘NONE’ completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.2.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR’S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontract(s) for the operations, maintenance and repair services for Camp Sullivan, as set forth in the offeror’s technical proposal, incorporated by reference as set forth in H.15.2:

H.15.2.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR’S PROPOSAL. This contract prohibits subcontract(s) for the operations, maintenance and repair services that were not proposed in the Contractor’s proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.2.3 CONTRACTOR’S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials); and
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.3. GENERAL. This contract permits subcontract(s) for the medical services to be provided at Camp Sullivan to the restrictions set forth in C.2.3. If the word ‘NONE’ completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.3.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR’S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontracts for medical services to be provided at Camp Sullivan, as set forth in the offeror’s technical proposal, incorporated by reference as set forth in H.15.2:
H.15.3.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR’S PROPOSAL. This contract prohibits subcontract(s) for medical services that were not proposed in the Contractor’s proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.3.3 CONTRACTOR’S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials); and
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.4 GENERAL. This contract permits subcontract(s) for the EOD Doghandler(s) and EOD Working Dog(s) to the restrictions set forth in C.2.3. If the word “NONE” completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.4.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR’S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontracts for EOD Doghandler(s) and EOD Working Dog(s), as set forth in the offeror’s technical proposal, incorporated by reference as set forth in H.15.2:

H.15.4.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR’S PROPOSAL. This contract prohibits subcontract(s) for EOD Doghandler(s) and EOD Working Dog(s) that were not proposed in the Contractor’s proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.4.3 CONTRACTOR’S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials);
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.4.4 CONTRACTING OFFICER CONSENT. The Contracting Officer will review the documentation submitted and the Contractor shall provide any additional information requested.
by the Contracting Officer. If the Contracting Officer determines that consent to subcontract is in the best interest of the Government, that consent will be provided in writing to the Contractor.

**H.16 STORAGE**

Existing STORAGE space will be assigned to the Contractor by the COR for storing appropriate supplies and/or equipment needed to perform the work. If the Contractor requires additional space, storage or otherwise, the Contractor is responsible for ensuring the cost of such space is included in the proposed pricing. All inflammable supplies will be stored in separate inflammable material storage facilities supplied by the Contractor and approved by the COR. The Contractor shall keep any assigned storage areas clean at all times.

The Government will not be responsible for damage and/or loss to the Contractor’s stored supplies, materials, equipment, or the personal belongings of the Contractor’s employees and/or subcontractors occasioned by fire, theft, accident, or otherwise.

Failure to keep any of the storage facilities described above in a clean and orderly condition, satisfactory to the COR, will be recorded as deficiencies in performance of the contract.

**H.17 LOST AND FOUND**

The Contractor shall turn in all articles found on Camp Sullivan to the COR, PM or DPM. The Contractor acknowledges all Contractor staff and/or Contractor subcontractors are forbidden from keeping materials found. Any Contractor employee, who fails to comply with this policy, shall be subject to disciplinary action up to and including dismissal from Camp Sullivan.

**H.18 HAZARDOUS AND/OR COMBUSTIBLE MATERIALS**

The Contractor shall be sensitive to dust, dirt, water, and mechanical damage that may result if improper handling of the equipment occurs, therefore the Contractor shall ensure the equipment is properly taken care of during this contract.

Hazardous situations may exist within Camp Sullivan, e.g., the vehicle maintenance area, which contains service pits and other potentially hazardous heavy tools and equipment. The Contractor shall ensure that all Contractor staff is properly briefed on appropriate safety measures while in Camp Sullivan. The Contractor is solely responsible for all Contractor and/or Contractor subcontractor staff behavior, particularly Contractor or Contractor subcontractor staff who may behave or work in an unsafe or hazardous manner resulting in an accident, injury, or death.

In the event of spillage of potentially hazardous material, e.g., grease, it is the responsibility of the contractor to immediately clean the area to avoid a hazardous situation that may result for instance in someone falling, slipping, etc.

Combustible materials used by the Contractor that may contain a residue of animal, vegetable, or mineral oils, subject to spontaneous ignition, shall be removed from the premises immediately (that day) after the services are performed. The Contractor is responsible for disposing of such materials in a manner consistent with Afghanistan regulations. Such materials may not be disposed of in Camp Sullivan indoor or outdoor refuse containers if the possibility of combustion is present.

**H.19 INTERFERENCE WITH BUSINESS**

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and/or Government staff. The Contractor will carefully schedule work to avoid interfering with additional work or operations as may be
directed by the COR. The Contractor shall not commit or permit any act that will interfere with
the performance of work by any other Contractor or by Government employees.

H.20 SAFETY AND HEALTH REGULATIONS

The Contractor shall take all reasonable precautions in the performance of the work under this
contract to protect the safety and health of all employees to include employees of subcontractors
and leases and of members of the public and shall comply with all applicable safety and health
regulations and requirements.

The Government reserves the right to deny access to, or the use of, unsafe, broken, and/or un-
secure tools, equipment, and/or vehicles at Camp Sullivan at any time. This specifically includes
Contractor and/or Contractor subcontractor items.

The Contractor shall maintain an accurate record of, and shall report to the COR, all cases of
death, occupational disease, or traumatic injury to employees and of members of the public and
any property damage as a result of performance under this contract.

H.21 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters
relating to their duties and functions. They shall not communicate to any person any information
known to them by reason of their performance of services under this contract, which has not
been made public, except in the necessary performance of their duties or upon written
authorization by the Contracting Officer. All documents and records (including photographs)
generated during the performance of work under this contract shall be for the sole use of and
become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet,
recording, broadcast, speech, television appearance, film or photography concerning any aspect
of work performed under this contract shall be published or disseminated through any media
without the prior written authorization of the Contracting Officer. These obligations do not cease
upon the expiration or termination of this contract. The Contractor shall include the substance of
this provision in all contracts of employment, employee agreements or similar personnel
documents and in all subcontracts hereunder. All classified materials will be viewed at DoS
facilities.

H.21.1 MEDIA RELATIONS

The Contractor shall advise all employees as well as its subcontractors of its established policy
and guidelines for dealing with media, press and other inquiries about the company’s customers,
business, and other information deemed important and/or business sensitive. A copy of the
company’s media relations policy as well as that of any subcontractor shall be provided as part of
the proposal. The Contractor shall update this document within 10 days after contract award.

H.22 DEATH/SERIOUS INJURY NOTIFICATION AND FAMILY SUPPORT
GUIDELINES

H.22.1 DEATH/SERIOUS INJURY NOTIFICATION. Proper handling of deaths and serious
injuries as the result of performance under this contract is paramount in maintaining an effective
and efficient guard and support staff. Therefore, the Contractor and Subcontractors shall have a
Death/Serious Injury Notification Policy in place before performance begins. The Contractor
shall submit a copy of its policy or draft policy with its proposal along with the policy or draft
policy of its Subcontractors. A copy of these policies or updated versions shall be submitted
with in 10 days of award.
H.22.1 NEXT OF KIN NOTIFICATION. The Contractor or Subcontractors shall be responsible for in-person notification of the employee designated next of kin of a deployed employee in the following circumstances:

1. Death of Employee(s)
2. Injured Employee(s) (requiring evacuation)
3. Missing Employee(s)
4. Captured Employee(s)
5. Other similar catastrophic events

In all cases, the Contractor shall be responsible to immediately notify the RSO in accordance with F.6.

H.22.3 EVACUATION OF BODIES. In the event of the death of a Contractor or Subcontractor employee, the Contractor or Subcontractor is responsible for the evacuation of the body from the point of identification to the location specified by the employee or next of kin, as applicable. Repatriation and funeral arrangements shall be closely coordinated with next of kin. The Contractor, not the Subcontractor, shall keep the RSO informed of these arrangements and submit a weekly report until the RSO otherwise directs.

H.22.4 SERIOUS INJURY. In the event of serious injury requiring evacuation, the Contractor, not the Subcontractor, shall keep the RSO informed of the individual’s medical conditions and submit a weekly report until the RSO otherwise directs.

H.22.5 INSURANCE. The Contractor or Subcontractor is responsible for all issues dealing with exclusions contained in an employee’s personal insurance policies that may be provided through its compensations package as negotiated with that employee.

H.23 WEEKLY SUMMARY REPORT. The Contractor shall submit a weekly summary report to the COR and DS/IP/OPO in accordance with F.6 (44). This Summary Report shall contain, but not limited to:

- Personnel Issues (includes personnel count and any personnel incidents)
- Operational & Intelligence Issues
- Training Issues
- Imprest & Expenditure Issues
- Weapons Issues
- Ammunition Issues
- Communication (Telcom) Issues
- Equipment Issues
- Variance Report

H.24 RESTRICTED DISTRIBUTION OF DOCUMENTS

The following are official documents of the U.S. Department of State (DOS):

- Exhibit G — Qualification Course of Fire
- Exhibit S — Emergency Response Team (ERT) Manual
- Exhibit T — Defensive Markman Training Course

Access to these is limited to members of your contract team and may only be viewed on a need to know basis. There shall not be more than two (2) hard copies and zero (0) electronic copies.
made of each of the above referenced documents for distribution. The above referenced
documents shall be used on this contract only and shall not be used on any other contract nor
given or sold to another company. The contractor and its employees shall exercise the utmost
discretion in regard to all matters relating to these documents. They shall not communicate to
any person any information known to them because of their access to the above referenced
documents. These documents are for use on this contract and are the exclusive property of the
U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech,
television appearance, film or photograph concerning any aspect of these documents shall be
published or disseminated through any media. The above does not cease upon submission of the
contractor’s proposal, notice of being an unsuccessful offeror, or the expiration or termination of
the contract which is the result of this solicitation. The Contractor shall include the substance of
this provision in all contracts of employment and in all subcontracts hereunder.

The documents referenced in this section shall be stored in a separate locked, secured container.

Within 20 days of the expiration or termination of this contract, the above referenced documents
shall be returned to the Department of State, Bureau of Diplomatic Security, Office of Overseas
Protection, SA-20, 16th Floor, 1801 N. Lynn Street, Arlington, VA 22209. ATTN: Chief,
Contracts Support Branch. The package shall reference the contract number as indicated on this
document. Furthermore, the contractor shall certify it has not made any copies or distributed this
information to any person or entity.
PART II - CONTRACT CLAUSES

SECTION I

1.1 APPLICABLE CLAUSES

The following clauses apply for all services provided under this contract.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1.1.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:


These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet “search engine” (such as Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.202-1 DEFINITIONS (JUL 2004)
52.202-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-2 SECURITY REQUIREMENTS (AUG 1996)
52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
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52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21 REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1977)
52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
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* Applies only to the fixed price portion of this contract.

### I.1.2. FAR CLAUSES INCORPORATED IN FULL TEXT

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option clause 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 the performance period of the contract.

**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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

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(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 a Base Period of 12 months and 4 One-Year Option Periods. A total of 5 years.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over $100,000)

(a) Definition. As used in this clause—

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151–188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1–866–667–6572
1–866–316–6572 (TTY)
To locate the nearest NLRB office, see NLRB’s website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

1. Contractors and subcontractors that employ fewer than 15 persons;

2. Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor’s employees;

3. Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

4. Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor’s facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

   i. The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

   ii. Such a waiver will not interfere with or impede the effectuation of the Executive order; or

5. Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

1. Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N–5605, Washington, DC 20210, or from any field office of
the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor–Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

Funds are not presently available for performance under this contract beyond September 30 of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employee and subcontractors. If selected employee and subcontractors are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (JUL 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

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


(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

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

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
I.1.3. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee and subcontractor of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee and subcontractor of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment,
the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual’s family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.228-71 Worker’s Compensation Insurance (Defense Base Act) - Services (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:
(1) United States citizens or residents;
(2) Individuals hired in the United States or its possessions, regardless of citizenship; and
(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws.

(b) The contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department’s DBA insurance carrier for covered contractor employees, unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor’s approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is $4.30 per $100 of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any
reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;
(ii) Name of Contractor;
(iii) Brief description of the services to be provided under the contract and country of performance;
(iv) Name and position title of individuals;
(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
(vi) Dates (or timeframe) of performance at the overseas location; and
(vii) Evidence of alternative worker’s compensation coverage for these employees (e.g., evidence that the State workers’ compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.232-72 LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the “Prices” section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed for three months.

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in
writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government’s failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government’s right to terminate the contract for convenience or default.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year’s Day
Martin Luther King’s Birthday
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

1. The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

2. The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)


(a) The contractor warrants the following:

1. That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;

2. That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins;

3. That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

TRAVEL AND SUBSISTENCE COSTS

The Government will reimburse the Contractor for travel and subsistence costs when the Government requires the Contractor's services outside the metropolitan area of Kabul, Afghanistan. All travel under this clause must be approved by the COR in advance.
1.3. **RIGHT OF FIRST REFUSAL OF EMPLOYMENT**

The Contractor shall give all current personal who were terminated or face termination from other security service Contractors, as a result of a change in Contractors the right of first refusal for employment openings under this contract in positions for which they are qualified.

1.4 **CONTRACT CHANGES**

1.4.1 **TEMPORARY CHANGES.**

The COR may orally request changes on a temporary basis to meet revised security needs. These temporary changes shall not exceed the ceiling price in the contract. The Government will pay for these temporary changes at the rates stated in Section B for Additional or Emergency Services. The COR shall confirm each oral request in writing within 48 (forty-eight) hours of the oral request. If the Contractor has not received this written confirmation within 72 hours, the Contractor shall immediately notify the Contracting Officer.

1.4.2 **OTHER CHANGES.**

The changes in 1.4.1 above shall not result in changes to Exhibit A, because they are only temporary services. The Government will modify the contract (Exhibit A) for any non-temporary need for location changes. If the Contractor has reason to believe that it has been directed by the COR to perform work that is not a temporary change, the Contractor shall immediately notify the Contracting Officer in writing.
LIST OF ATTACHMENTS

Exhibit A - GUARD POSTS AND SCHEDULE OF GUARD COVERAGE (pages 1 – 6)

Exhibit B - AMERICAN EMBASSY/CONSULATE GUARD INSTRUCTIONS—GENERAL ORDERS AND POST ORDERS (pages 1 – 53)

Exhibit C - QUALITY ASSURANCE AND SURVEILLANCE PLAN (pages 1 – 6)

Exhibit D - CONTRACTOR-FURNISHED PROPERTY (pages 1 – 13)

Exhibit E - GOVERNMENT-FURNISHED PROPERTY (pages 1 – 10)

Exhibit F - HOLIDAYS (page 1)

Exhibit G - FIREARM QUALIFICATION STANDARDS (pages 1 – 21)

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Exhibit I - CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254) (pages 1 – 4)

Exhibit J - BACKGROUND INVESTIGATION REQUIREMENTS FOR U.S. CITIZENS, EXPATRIATES FROM OTHER ENGLISH-SPEAKING COUNTRIES, AND THIRD-COUNTRY NATIONALS (pages 1 – 2)

Exhibit K - BACKGROUND INVESTIGATION REQUIREMENTS FOR LOCAL NATIONALS (pages 1 – 4)

Exhibit L - POLICY REGARDING THE USE OF DEADLY FORCE (pages 1 – 5)

Exhibit M - RESUME FORMAT (pages 1 – 57)

Exhibit N - OPERATIONS, MAINTENANCE AND REPAIRS REQUIREMENTS (pages 1 – 11)

Exhibit O - FOOD SERVICES REQUIREMENTS (pages 1 – 13)

Exhibit P - INSPECTION OF DINING AND KITCHEN FACILITIES CHECKLIST (pages 1 – 5)

Exhibit Q - GUIDELINES FOR THE INVENTORY OF GOVERNMENT PROPERTY (pages 1 – 16)

Exhibit R - COR APPROVAL PACKAGE (pages 1 – 2)

Exhibit S - ERT TRAINING (pages 1 – 233)
  Exhibit S-1 ERT Manual
  Exhibit S-2 Courses of Fire and Live Fire Drills Booklet

Exhibit T - DEFENSIVE MARKSMAN TRAINING COURSE (identical to the Exhibit T provided on the restricted distribution CD)
Exhibit U – CURRENT COMPREHENSIVE MAINTENANCE AND OPERATION PLAN FOR CAMP SULLIVAN (pages 1-6)

Exhibit V – WEAPONS MAINTENANCE AND REPAIR AUTHORIZATION GUIDE (pages 1-3)