SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT NUMBER
SAQMPD05D1068

3. SOLICITATION NUMBER
SAQMPD04R1016

4. TYPE OF SOLICITATION

5. DATE ISSUED
08/25/2004

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE
ARLINGTON, VA UNITED STATES 22219

CONTACT: Howard Williams
TEL: (202) -64-7-33 ext 47

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

NOTE: Item 12 does not apply if the solicitation includes the provisions at 32 214-16, Minimum Bid Acceptance Period.

9. Issued by the undersigned agrees, if this offer is accepted within 

10. FOR INFORMATION CALL:

11. TABLE OF CONTENTS

12. In compliance with the above, the undersigned agrees, if this offer is accepted within __________ calendar days (50 calendar days unless a different period is inserted by the offeror) 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 each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

14. ACKNOWLEDGMENT OF AMENDMENTS

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

16. NAME AND ADDRESS OF OFFEROR

17. SIGNATURE

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPEITITION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN

24. ADMINISTERED BY (If other than item 7)

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE
06/07/2005

29. UNCLASSIFIED

Page 1 of 2

SOLICITATION

RELEASED IN FULL

SAQMPD04R1016

SAQMPD05D1068

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

AUTHORIZED FOR LOCAL REPRODUCTION

UNCLASSIFIED

FRED ROLFZ, VP OF CONTRACTS & COMPLIANCE

UNCLASSIFIED

DATE/CASE ID: 15 NOV 2007 200705217

UNITED STATES DEPARTMENT OF STATE

REVIEW AUTHORITY: CHARLES E LARIQUIGUER

STANDARD FORM 32(REV. 5-97)

Prescribed by GSA - FAR (48 CFR) 53-214(c)
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Section J----------------------------------Page 163 through Page 187
SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 B-010 TYPE OF CONTRACT

TYPE OF CONTRACT (05/95)

This is a Indefinite Delivery, Indefinite Quantity type contract with delivery orders to be competed on a firm fixed price basis. There may be some reimbursable CLINS on the task orders for unpredictable costs such as unscheduled travel.

B.2 B-013 MINIMUM AND MAXIMUM CONTRACT QUANTITIES - INDEFINITE QUANTITY CONTRACT

MINIMUM AND MAXIMUM CONTRACT QUANTITIES - INDEFINITE QUANTITY CONTRACT (05/95)

(a) Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be as set forth below. If this contract contains options, the minimum for each option shall apply separately and independently to that option.

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NOTE: The minimum on the contract will be set at the awarded price of your Program Management Office task order proposal.

MINIMUM COST TO THE CONTRACT:

Program Management Office Base Price is $646,000.00 per year
Program Management Office Option Year 1 is
Program Management Office Option Year 2 is

(b) The maximum for this indefinite quantity contract (including options) shall be $1.2 Billion.

B.3 FILE SECTION B SCHEDULE.DOC
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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 FILE STATEMENT OF WORK.DOC

Statement of Work
U. S. Department of State
Worldwide Personal Protective Services

The following format has been used for this statement of work:

1.0 Introduction/Background
2.0 Scope
3.0 Applicable Documents
4.0 Service Areas/Performance Requirements/Necessary Conditions
5.0 Notes/Guidance
6.0 Glossary
7.0 Appendices

C.1 INTRODUCTION

C.1.1 DEPARTMENT OF STATE, BUREAU OF DIPLOMATIC SECURITY (DS)

Under the Diplomatic and Antiterrorism Act of 1986, the Bureau of Diplomatic Security (DS) of the Department of State has a broad range of responsibilities that include protection of personnel and facilities both domestic and abroad. The Worldwide Personal Protective Services (WPPS) initiative is an effort by the Department of State to pre-plan, organize, set up, deploy and operate Contractor protective service details for the protection of U.S. and/or certain foreign government high-level officials whenever the need arises. In certain circumstances, and when directed, Contractors may be required to recruit, evaluate, and train, local foreign government or third-country foreign nationals in established personal protective security procedures, conduct protective security operations overseas with them, and provide trained protective security personnel for short or long-term special domestic security situations.

C.1.2 BACKGROUND

Over the past ten years, the Bureau of Diplomatic Security has become increasingly involved in providing protective services for high-level U.S. officials and certain designated foreign leaders in several areas of the world. As a result of conflicts, wars, political unrest, and more recently, terrorist activity, these areas have become extremely dangerous places in which to live and work. The return of a democratic government to Haiti in October 1994, the continual turmoil in the Middle East, and the post-war stabilization efforts by the United States Government in Bosnia, Afghanistan, and Iraq are all types of world events that require priority deployment of Contractor protective services teams on a long-term basis. The Bureau of Diplomatic Security is unable to provide protective services on a long-term basis from its pool of Special Agents, thus outside contractual support is required for emergency protective requirements stated on extremely short notice.

C.1.3 BUREAU OF DIPLOMATIC SECURITY GOALS

The following are the specific goals of the Bureau of Diplomatic Security:

- Prevent loss of life, injury to personnel, and damage/destruction of facilities or equipment, worldwide as specified by individual Task Orders issued under this contract.
- Ensure security and safety of personnel and facilities in static (fixed) locations and/or in mobile (in transit) operations.
- Expedite the movement of personnel in the accomplishment of their missions.
- Secure the environment to enable personnel to conduct their business and complete their missions.
- Protect personnel and the organizations they represent from harm or embarrassment.

C.1.4 GOALS OF THIS ACQUISITION

DS has reviewed past personal protective service contracts. These reviews have highlighted specific areas in need of improvement. These desired improvements are expressed in the following goals for this acquisition:

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: MURRAY D ZINOMAN
DATE/CASE ID: 30 NOV 2007 200705217
High quality Contractor security and suitability screening of personnel.
High Contractor retention of trained protective services (PRS) personnel, including instructors and PRS detail members.
High quality Contractor leadership of PRS details.
High quality personal protective services details.
High quality instant, situational decision-making, e.g., response to threats.
High quality capabilities of Contractor lead instructors (instructors training instructors) and instructors.
High quality Contractor training facilities and training of PRS personnel.
High quality Contractor planning of PRS details, including establishing and adhering to schedules for all major milestones for screening, training, and deploying personnel.
High quality Contractor planning for logistics in support of PRS details.
High quality Contractor planning for accommodations for PRS personnel, including housing, recreation, feeding, etc.

C.1.5 ORGANIZATION AND MANAGEMENT OF DS PERSONAL PROTECTIVE SERVICE DETAILS

The following is a general description of the organization and management approach to be applied by DS to the management of the services required under this contract. The Government reserves the right to change this organization and management approach at any time during the period of performance of this contract, at no cost to the Government.

C.1.5.1 HIGH-THREAT PROTECTION DIVISION

The management of the personal protective services detail program within the DS organization is the responsibility of the Chief, High Threat Protection Division (HTPD). The Government desires to establish a close link with the Contractor's senior management to ensure the necessary coordination, cooperation, and rapid problem solving required in this area of great national significance, and to ensure that this is accomplished in accordance with the DS mission.

C.1.5.2 TASK ORDERS

As required, the Contracting Officer (CO) will issue Task Order Requests to the holders of this WPPS contract. The Contractor(s) shall develop proposals in response to the Task Order Requests. The Government will evaluate the proposal(s), negotiate as necessary, and notify the winning Contractor(s) of award of the Task Order. Currently, DS plans on using Optional Form 347 for Task Orders under this contract. The Government reserves the right to switch to a different form at any time during this contract.

C.1.5.3 MANAGEMENT OF PERSONAL PROTECTIVE SERVICE DETAILS

Upon award of a Task Order, DS will assign a U.S. Government Agent in Charge (AIC) at the site where the PRS Detail is to perform. The AIC will have on-site authority over the Contractor's PRS detail. The Contractor's PRS detail, under the leadership of the Project Manager, and Detail Leader, shall perform the PRS detail in accordance with the Standard Operating Procedures (SOPs) identified in the Task Order and the direction of the AIC.

C.1.5.4 EVALUATION PERFORMANCE PERIOD, ASSESSMENT OF CONTRACTOR PERFORMANCE

The evaluation performance periods in the contract shall be six months. At the end of each six-month period, the performance of the Contractor will be assessed in accordance with the procedures described in Section H. This assessment will be the primary factor in determining the amount of the fee earned by the Contractor. The Contractor's performance shall be an assessment of all of the Contractor's performance in each of the Service Areas, using the cumulative assessment of the performance against the requirements under all Task Orders.

C.2 SCOPE

C.2.1 TYPES OF TASKS

The Contractor shall provide the following types of services under this contract, and as further specified in each Task Order issued under this contract:

- Recruiting, screening, and selecting applicants for PRS detail, and PRS support positions (See Section 4.3.1 of this statement of work).
- Training of personal protective service and PRS support personnel (See Section 4.3.2 of this statement of work).
- Recruit, train, and deploy local nationals/third country nationals for static details and/or PRS (See Section 4.3.2 of this statement of work).
- Plan, manage, and perform personal and facilities protective services details (See Section 4.2 of this statement of work).
- Mobile (in-transit) details, including walking, ground transportation, waterborne transportation, and airborne transportation.
- Static details.
- Provide intelligence data for PRS operations (See Section 4.3.4 of this statement of work).
- Provide translator/interpreter services (See Section 4.3.5 of this statement of work).
Provide medical services (See Section 4.3.6 of this statement of work).
Provide guard services (See Section 4.3.7 of this statement of work).
Support special domestic security assignments (See Section 4.4 of this statement of work).
Plan, manage and provide logistics support for protective service details, including vehicle rental as authorized by the Contracting Officer (CO) or Contracting Officer’s Representative (COR) (See Section 4.3.8 of this statement of work).
Plan and support contract transition efforts (See Section 4.5 of this statement of work).

C.2.2 RESOURCES
C.2.2.1 CONTRACTOR FURNISHED RESOURCES
The Contractor shall provide all qualified personnel, facilities, equipment, material and supplies necessary to accomplish the work under this contract and as further defined in each Task Order, except for that specifically identified in this contract as Government furnished.

C.2.2.2 GOVERNMENT FURNISHED RESOURCES
The resources to be supplied by the Government for use by the Contractor for accomplishment of work under this contract are identified in Appendix (A) to this statement of work. The contract terms and conditions pertaining to resources furnished by the Government are in Sections (H) and (I) of this contract.

Notes: The Contractor shall not modify Government furnished resources in any way without prior approval of the CO or COR.

Non-Expendable equipment, supplies or materials purchased by the Contractor for use under this contract, shall be considered to be Government furnished resources, and shall be entered into the inventory control system set up by the Contractor for Government furnished resources. The "end of contract" requirements that apply to Government furnished resources, particularly the requirement for "Disposition Instructions" applies to this equipment/material. It is desirable that the Contractor's system support/interface with the Dept. of State Property Control System.

The Contractor shall ensure when PRS personnel leave the detail, that they turn in their weapons and special protective equipment (SPE), or transfer their weapons and SPE to their replacement. Such transfers shall be documented with an official transfer of accountability, signed by both parties, for each weapon or item of SPE transferred.

C.2.3 LOCATIONS OF PERFORMANCE
The Contractor shall provide the services required under this contract in any of the locations identified by the Government in the Task Orders issued under this contract. It is the intent of this contract to provide for protective services, if required, anywhere in the world there is a U.S. Department of State presence. In addition to an occasional need for domestic support requirements in the United States, worldwide regions of probable protective services include, but are not limited to the following:

- Africa
- Southwest/Southeast Asia and Southeast Island Nations of Asia
- South Asia
- North and South America and the Caribbean
- Eastern and Western Europe
- Near East

C.2.4 NUMBERS OF PROTECTIVE SERVICE DETAILS
As required, the Contractor shall provide and maintain more than one protective detail in a particular area, and if required simultaneously operate and maintain teams in different parts of the world.

C.3 APPLICABLE DOCUMENTS
Diplomatic and Antiterrorism Act of 1986
Optional Form 347 (For Task Orders)
Guard General Orders (Provided with Task Orders-See example in Appendix K)
PRS Security Detail Standard Operating Procedures (Provided with Task Orders)
Firearms Qualification Record Forms (See Appendix H)
National Industrial Security Program Operating Manual (DOD 5220.22-M)
Security Forms (Various) (See Appendix E, Section E.2.1)
Fair Credit Reporting Act
27 CFR Part 55, Federal Explosives Law and Regulations

UNCLASSIFIED
C.4 SERVICE AREAS/PERFORMANCE REQUIREMENTS/NECESSARY CONDITIONS

a. Service Areas. The work required under this statement of work is identified in separate Service Areas. For clarity, some of the Service Areas are further sub-divided into Sub-Service Areas. Performance requirements and necessary conditions are identified for each Service Area or Sub-Service Areas.

b. Performance Requirement. Performance Requirements in this contract are expressed in the following manner.

There are two levels of performance requirements. The first level of performance requirements is the requirements identified for the Service Areas in the statement of work in the basic contract. These establish the framework for the issuance of Task Orders for specific services and for the roll-up of the evaluation of Contractor performance at the end of each performance period. The second level of performance requirements is the requirements identified in each Task Order.

Each performance requirement will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement:

Performance Objective. A statement of the outcome or results expected in a specific service area. (These objectives will be identified in the basic contract for each service or sub-service area).

Performance Measures. The critical characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures.

Performance Standards. The targeted level or range of levels of performance for each performance measure.

In those instances where performance requirements in the contract apply to all Service Areas they are identified as General Performance Requirements. In all other cases, performance requirements apply only to the Service Area in which it is identified.

c. Definition of Necessary Conditions. Each Service Area has one or more measurable performance requirements that address the primary results or outcomes desired for that area. Accompanying these performance requirements are supporting requirements, called Necessary Conditions, which must be met or complied with in order to achieve the results required by the performance requirement. Necessary Conditions often address the business rules within the contractual relationship, form, fit, function and interface requirements, mandated work processes, data formats, work hours, etc. None of the latter appears in the current statement of work. Necessary conditions may also be identified in Task Orders.

d. Definition of General Necessary Conditions. In those instances where necessary conditions apply to all Service Areas, they are identified as General Necessary Conditions. In all other cases, a necessary condition applies only to the area in which it is identified.

C.4.1 GENERAL NECESSARY CONDITIONS (GNC)

C.4.1.1 DS STANDARDS

GNC No. 4.1.1: The Contractor shall ensure that all work performed under this contract is accomplished in accordance with the applicable standards/standard operating procedures, general orders and specific orders issued by DS unless otherwise directed by the CO, COR or the AIC. Any changes in standards/standard operating procedures or General Orders for any particular PRS or guard detail will be identified in the applicable Task Order.

C.4.1.2 AGENT IN CHARGE

GNC No. 4.1.2: The Contractor, including all Contractor personnel accomplishing work under this contract, shall accomplish all work under this contract in compliance with the direction provided by the Department of State CO, COR, or Agent in Charge (AIC).

C.4.1.3 INDEPENDENT ACTION AND COMBINED ACTION

GNC No. 4.1.3: At the direction of the CO, COR, or Agent in Charge, the Contractor shall either accomplish the work under this contract in an independent manner (all Contractor furnished resources) or in concert with Government furnished resources (combined Government and Contractor personnel).

C.4.1.4 CONTRACTOR'S POINT OF CONTACT

GNC No. 4.1.4: World events and the worldwide nature of the services under this contract, require that the DS office (e.g., WPPS Program Manager, HTP, CO, COR, and AIC) be able to communicate on a reliable, and prompt (sometimes in a matter of minutes) basis with a Contractor management point of contact. This point of contact shall be authorized to represent the Contractor on all matters pertaining to the contract.

C.4.1.5 SECURITY

GNC No. 4.1.5: The Contractor shall:
Obtain and maintain a TOP SECRET facility clearance for the duration of this contract. If necessitated by contract or Task Order requirements, ensure that Sub-Contractors and suppliers maintain the appropriate facility clearances.

Ensure that all Contractor-provided PRS personnel and PRS support personnel maintain the required security clearances. Security clearance requirements for all PRS personnel and PRS support personnel are identified in Appendix J. (Note: The security clearance requirements in Appendix J may be modified at the Post-Award Conference or by individual Task Orders).

Comply with the requirements and procedures for processing security clearance requests as identified in Appendix E.

Provide information required by Attachment 3 to Appendix E for foreign relatives, friends, and associates of those personnel for which the Contractor is applying for security clearance for work under this contract.

Note: World circumstances may require the Contractor’s personnel (American, host country, or third country), to obtain higher-level security clearance than required when they entered into service under this contract. In such cases, the Contractor shall ensure that the required clearance information is promptly collected and submitted to DS as described in Appendix F. If the necessary information cannot be obtained for an individual occupying a position requiring an upgraded/updated clearance, the individual shall be removed from that position, reassigned, or returned to the U.S. or country of origin.

C.4.1.6 OFFICIAL/DIPLOMATIC PASSPORTS

Contractor PRS personnel and PRS support personnel, who are American citizens, will be issued an appropriate, official or diplomatic passport, if required, for the performance of their work under this contract.

GNC No. 4.1.6: The Contractor shall collect any official or diplomatic passports from Contractor personnel, prior to their leaving the PRS post, and surrender them to the DS point of contact identified in the Task Order.

C.4.1.7 TRAVEL ARRANGEMENTS

GNC 4.1.7: The Contractor shall:

- Make all necessary travel arrangements for travel required of Contractor furnished PRS and PRS support personnel, including guard force, to and from post
- Submit all required documentation for these personnel at least fifteen (15) working days prior to planned departure date to the COR and AIC.

C.4.1.8 LAWS

GNC No. 4.1.8: The Contractor, including all Contractor-provided personnel, shall comply with all of the laws of the United States and the host countries in which they are required to provide services under this contract.

C.4.1.9 COOPERATION

The Department of State intends on:

- Awarding more than one PRS contract.
- Conducting some combined PRS efforts using resources from more than one Contractor. This may require the Contractor to work in conjunction with other qualified Contractors working under separate WPPS contracts and/or Task Orders. The Government reserves the right to require this cooperation.

GNC No. 4.1.9: The Contractor shall:

- Provide Contractor PRS resources in support of DS combined PRS operations as required in the Task Order
- Ensure that Contractor provided personnel resources cooperate with DS and resources provided by other Contractors

C.4.1.10 ADVANCE PARTIES

Depending on the conditions at the locations where PRS details may be required to perform, it may be necessary for the Contractor to send an advance party to survey conditions to determine logistics requirements and/or intelligence unit special requirements.

C.4.2 SERVICE AREA – PROTECTIVE SERVICE DETAILS

C.4.2.1 SUB-SERVICE AREA – PROTECTIVE SERVICE DETAILS – STRUCTURE AND OPERATION

Detail size and complement will be directed in the Task Orders, and will be based upon a Security Assessment of the area in which protection is to be provided (see Note 1 in Section 5.0 of this statement of work).

Detail complement and configuration may be adjusted at any time at the discretion of the appropriate DS Agent in Charge (AIC).
Details may include, but are not limited to, Counter Assault Teams, EOD dog teams, and/or Long Range Marksman Teams (see Appendix I).

Dependent upon the principal’s schedule and travel/work requirements at the overseas location, the Contractor shall provide protective services on a twenty-four (24) hour, seven-day week basis within the following general parameters:

- Provide and operate needed protective services details as directed in the Task Orders and indicated as necessary by the specific Security Assessment.
- Operate PRS details in accordance with DS PRS Standard Operating Procedures (SOPs) identified in the Task Orders (see Appendix I for an example of an SOP).
- Protective services specialists shall not exceed 12-hour workdays, unless directed by the Government.
- Provide protective services specialist(s) as needed for residence watch while principal is off-duty and resting in quarters.
- As schedule permits, the Contractor shall schedule detail members to ensure each member has one day off after no more than six (6) consecutive workdays.
- Detail coverage shall include the principal’s official travels to all parts of the area for which he/she is responsible.
- Most frequently, travel will be by automobile. Such moves require strict adherence to established security measures.
- Occasionally, waterborne or airborne travel may be required in the performance of protective duties.
- Additionally, adequate coverage shall be provided for all of the principal’s walking movements.

Performance Objective No. 4.2.1 – The Contractor shall:

Protect designated principal(s) by providing armed, qualified protective services details as specified in the Task Order that satisfy the above Sub-Service Area. If ordered in the Task Order, the Contractor shall provide, in addition to other requirements of the Task Order, Counter Assault Teams and Long Range Defensive Marksman teams. (See Appendix B for the roles, responsibilities and qualifications of PRS detail personnel and PRS support personnel.) (See Appendix C for the general qualifications of American Contractor Personnel.)

- Assign a dedicated in-country Contractor Project Manager, and provide each detail with a designated leader and the number of other protective security personnel as specified in the Task Order.
- As required, strictly adhere to established security measures.
- Ensure that Contractor assigned protective detail personnel are prepared to operate and live in austere, at times unsettled, conditions anywhere in the world. Ensure that the Contractor’s personnel are fully apprised of these possibilities, and that they are fully willing to accept these living/working conditions.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% as specified in the Task Orders</td>
</tr>
<tr>
<td>b) Qualifications of Personnel</td>
<td>100% qualified prior to assignment to any detail</td>
</tr>
<tr>
<td>c) Timeliness</td>
<td>100% within the schedules specified in the Task Orders</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3 NECESSARY CONDITIONS

C.4.3.1 RECRUITMENT, SCREENING, SELECTION OF PERSONAL PROTECTIVE SERVICE AND PPS SUPPORT SERVICES APPLICANTS

C.4.3.1.1 RECRUITMENT

Necessary Condition No. 4.3.1.1 – The Contractor shall:

- Recruit applicants for the various PRS and PPS support positions.
- Ensure that prospective applicants are made aware of the performance requirements of the positions for which they are applying, including the importance of honoring the periods of service in the contracts between the Contractor and the applicants, and the consequences of failing to do so.
- Ensure that applicants understand the nature of the work and working environment in which they may be working.
- Prior to commencement of the Contractor’s applicant screening process, forward the resumes of all of the applicants to the COR for DS pre-screening.
C.4.3.1.2 SCREENING AND SELECTION

Necessary Condition No. 4.3.1.2 – The Contractor shall:

Develop, submit to DS, and implement an applicant screening process that satisfies the requirements in Appendix F. DS reserves the right to approve or disapprove of an applicant screening process.

Ensure that Contractor personnel engaged in the screening process are experienced screeners, e.g., demonstrated success in the difficult task of researching personnel information, verifying personnel histories, claimed backgrounds, etc.

Upon receiving the results of the COR’s pre-screening, complete an investigation of each applicant for a PRS or PRS support position in accordance with the DS approved Contractor screening procedure.

Screen out any applicant who does not meet the security and suitability qualifications required for the position to which the applicant has applied.

Forward to the COR, only those applicants verified by the Contractor as meeting the screening requirements in this contract and each individual Task Order.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality of Screening Efforts</td>
<td>100% conformance with approved screening procedures</td>
</tr>
</tbody>
</table>

C.4.3.2 TRAINING

The Contractor shall ensure that only personnel satisfactorily trained in accordance with Department of State standards are used in the performance of work under this contract. This includes the completion of training before entering into work and maintaining that level of training throughout the performance of work under any specific Task Order.

C.4.3.2.1 PERSONAL PROTECTIVE SECURITY TRAINING

The Contractor shall establish and implement a personal protection security training capability. The facility shall be used to train Contractor furnished personal protection security personnel, foreign government, third party nationals, or other personnel identified by DS. The training provided for all personnel shall be the same, e.g., that training program approved by DS.

Note: The Government reserves the right to inspect the training facilities and observe any or all training activities at the Contractor furnished sites.

Necessary Condition 43.2.1 – The Contractor shall:

Establish and maintain the necessary personal protection security training capability in accordance with the specifications in Appendix G.

Develop and submit completed training plans to DS for approval within 90 days of contract award.

Conduct training in accordance with the DS training curriculum, DSTC Lesson Plans and DS-approved, Contractor Training Plans (see Appendix G).

Ensure that only those individuals who have successfully completed the DS personal protection security training are employed on DS personal protection services details.

Ensure that all retraining and/or re-certification of Contractor personnel is accomplished in-country, e.g., in the location in which the Contractor was tasked to provide the personnel protective service detail, unless otherwise directed by the COR. Ensure that all armed PRS detail members and armed guards are re-qualified on all required firearms on a quarterly basis using the prescribed courses of fire to DS standards. All re-qualification shall be documented on Qualification Record Forms (see Appendix H).

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality of Training</td>
<td>100% training satisfies specifications in Appendix E.</td>
</tr>
<tr>
<td></td>
<td>100% in accordance with DS approved Contractor training plans</td>
</tr>
<tr>
<td></td>
<td>100% conducted by DS certified</td>
</tr>
</tbody>
</table>
C.4.3.2.2 RECRUIT, SCREEN, TRAIN, DEPLOY LOCAL NATIONAL/THIRD COUNTRY NATIONALS

Necessary Condition 4.3.2.2 - In certain circumstances, and as specified in Task Orders, the Contractor shall:

Recruit, screen, and train local national (LN) or third country nationals (TCN) in DS established protective security procedures. See Appendix D for general qualifications of local nationals or third country nationals:

Train these personnel:

- In accordance with the requirements in this section above.
- In country of origin or country of operation, unless otherwise directed by the COR.
- Conduct personal protective service details with Contractor-trained foreign government/third-country nationals.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>-100% as specified in the Task Orders</td>
</tr>
<tr>
<td>b) Qualifications of Personnel</td>
<td>-100% qualified prior to assignment to any detail</td>
</tr>
<tr>
<td>c) Timeliness</td>
<td>-100% on time and for the length of time specified in the Task Orders</td>
</tr>
</tbody>
</table>

C.4.3.2.3 IN-COUNTRY/COUNTRY OF ORIGIN TRAINERS

To comply with the requirements of 4.3.1 and 4.3.2 above, the Contractor shall provide qualified instructors to retrain/recertify/re-qualify personnel in-country or in country of origin, unless otherwise directed by the COR.

Necessary Condition 4.3.2.3 - The Contractor shall:

- Provide the instructors necessary to comply with the requirements of 4.3.2.1 and 4.3.2.2.
- Ensure that only approved instructors are used for such training.
C.4.3.3 ROTATION, REASSIGNMENT, AND REPLACEMENT

Necessary Condition 4.3.3 - The Contractor shall:

Maintain a list of qualified (See Appendixes C and D) standby personnel who are immediately available for normal rotation or for replacement action in case of illness, injury, humanitarian, and/or other reasons.

For a normal rotation, notify the COR, in writing, at least seven days in advance with the following rotation particulars:

<table>
<thead>
<tr>
<th>DS Task Order Number</th>
<th>Detail location</th>
<th>Planned rotation date</th>
<th>For person rotating in:</th>
<th>Name</th>
<th>Labor category</th>
<th>Security clearance status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>For person rotating out:</td>
<td>Name</td>
<td>Labor category</td>
<td>Security clearance status</td>
</tr>
</tbody>
</table>

In the case of emergency substitution, the Contractor shall immediately notify and obtain approval of the COR.

In the case of the replacement of the Project Manager, Detail Leader, Assistant Detail Leader, Shift Supervisor, Shift Leader, or Guard Force Commander, the Contractor shall obtain the approval of the substitute from the COR (see Section H, Key Personnel).

Note: Should a Contractor’s employee be discharged or returned to the U.S. (or to a third country in the case of foreign nationals) due to dissatisfaction with the assignment or for unsatisfactory performance, the Contractor shall be assessed a negative incentive in accordance with the Section H, Incentives.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Maintenance of Standby PRS and PRS support Cadre</td>
<td>100% support of normal rotation</td>
</tr>
<tr>
<td>b) Timeliness in support of normal rotation</td>
<td>100% continuity of service</td>
</tr>
<tr>
<td>c) Timeliness in Emergency Situations</td>
<td>100% immediate notification to COR</td>
</tr>
</tbody>
</table>

C.4.3.4 PRS INTELLIGENCE DATA SUPPORT

Task Orders will identify those PRS details that will require intelligence data support.
4.3.4.1 PROVIDE PRS INTELLIGENCE DATA ANALYSTS

Necessary Condition 4.3.4.1 — The Contractor shall:

- Provide qualified and trained intelligence analysts (see Section 3 of Appendix B for qualifications).
- Ensure that candidates for intelligence analyst positions are aware that working and living conditions may be in dangerous and difficult environments.
- Ensure that intelligence analysts perform the roles, responsibilities, functions identified in Section 3 of Appendix B.
- Ensure that PRS Intelligence Data Analysts do not work in excess of 12-hours in a day, unless directed by the Government.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% in accordance with the requirements in the Task Orders</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% within the schedule requirements of the Task Orders</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.4.2 INTELLIGENCE DATA SYSTEMS ENGINEERS

Necessary Condition 4.3.4.2 - The Contractor shall:

- Provide a qualified intelligence data systems engineer.
- Ensure the systems engineer provides the following support:
  - Network engineering services support for numerous site networks identified as Local Area Networks (LANS).
  - Connection support for Wide Area Networks (WANS).
  - Establishment, development, implementation, and sustenance of systems training.
  - Initiation, development, preparation, and presentation of systems training to target audiences as assigned COR.
  - Instruct selected personnel in basic computer operations (e.g., databases), word processing, and e-mail functions.
- Ensure that Intelligence Data Systems Engineer’s work-week does not exceed 72 hours, and that he/she does not work in excess of six days during the work-week.

C.4.3.4.3 PROVIDE INTELLIGENCE UNIT LOGISTICAL SUPPORT

Necessary Condition 4.3.4.3 - If required in a Task Order, the Contractor shall support the PRS intelligence analysts by providing any of the following support:

- Provide qualified and trained technicians/field security personnel to maintain equipment.
- Provide guard services to protect and control access to secure areas.
- Provide transportation, en-route destruction capability, and personal protective services to protect couriers.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% in accordance with the requirements in the Task Orders</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% within the schedule requirements of the Task Orders</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.5 TRANSLATOR/INTERPRETER SERVICES

C.4.3.5.1 PRS DETAIL/GUARD FORCE TRANSLATOR/INTERPRETER

In some situations, the Contractor will be required to provide the services of an interpreter(s)/translator(s) to facilitate verbal communications between protective services personnel, guard personnel, and local government, police, military members, and citizens. Normally, this shall be a local foreign national who performs these duties as required. In some instances, it may be necessary to validate the interpretation. In such cases, and only if directed by a Task Order, the Contractor shall provide an American translator/interpreter. The latter shall report only to the AIC.

Necessary Condition 4.3.5.1 – The Contractor shall:
Provide interpreter/translator services as required in delivery/tasks orders.

Ensure that interpreters/translators are sufficiently fluent in English and the local language and/or dialects to ensure understanding and communications between protective services personnel and locals.

Ensure that interpreter/translator personnel are capable of passing the background security check as noted in Appendix J.

Ensure that the American citizen translators/interpreters meet the qualifications in Appendix B.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality of interpretation/translation services</td>
<td>100% - Based on validation of translation/interpretation</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% provided within 15 minutes of request for service</td>
</tr>
</tbody>
</table>

C.4.3.6 MEDICAL SUPPORT SERVICES

In certain areas of the world, and when required by Task Order, the Contractor shall provide medical support to the PRS details, guard details and PRS support personnel. This support may consist of any or all of the following:

- Medical Officer (See notes below)
- Physician's Assistants
- Emergency Medical Technicians
- Special Forces Medics (or other qualified combat medic, e.g. Navy Corpsmen)
- Facilities, equipment, and materials in support of medical personnel

Notes:

a. The Task Order will identify whether the Medical Officer's primary location of performance is CONUS or at post. If CONUS, the Contractor shall arrange for reliable and rapid means of communication between the Medical Officer and the Physician's Assistants.

b. If the Task Order identifies the Medical Officer's primary location as CONUS, the Contractor shall ensure that the Medical Officer travels periodically (to be determined by COR) to post and evaluates the medical support being provided to the PRS detail, Guard Force and PRS support personnel.

C.4.3.6.1 MEDICAL SUPPORT PERSONNEL

Necessary Condition 4.3.6.1 - The Contractor shall provide medical support as indicated above that satisfies the requirements in Section 3 of Appendix B concerning roles, responsibilities, and qualifications.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% Medical Services provided in accordance with the Task Orders*</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% of medical support provided to support the standup of the PRS details and guard force.</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.6.2 MEDICAL FACILITY, EQUIPMENT AND MATERIAL SUPPORT

Some PRS detail locations may require the design, construction, and equipping of a facility, and logistical support of the medical personnel. In such instances, the Task Order will identify the medical facility, equipment and logistics support required.

Necessary Condition 4.3.6.2 - When required by a Task Order, the Contractor shall design and/or construct a facility and/or provide the equipment and/or logistical support for the assigned medical personnel.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% Medical facility availability in accordance with the Task Orders*</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% of medical facility availability to</td>
</tr>
</tbody>
</table>
The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.7 GUARD SERVICES

There will be buildings, space/rooms in buildings, and/or living/housing compounds required in support of the performance of PRS details that may require the posting of guards to control entry to such places.

C.4.3.7.1 GUARD SERVICES - GENERAL

Guard services shall be performed in accordance with the following Orders and Circulars:

- General Orders
- Post Orders
- Supervisory Orders
- Specific Orders
- Special Orders

The Government will furnish the General Orders (see Appendix K for an example). The Contractor shall develop the Post Orders in English and other appropriate language. The Government will provide examples of generic Post Orders. Once drafted, the Contractor shall submit the Post Orders to the COR for approval prior to the post being manned. Once approved, the Contractor shall maintain the Post Orders and ensure that copies (in English and other appropriate language) are available at the posts. Supervisory Orders, Specific Orders, Special Orders, and Circulars shall be issued as needed during performance of the contract.

Necessary Condition 4.3.7.1 - As required by Task Order, the Contractor shall:

- Provide guard services to:
  - Control personnel and vehicle access to spaces/areas/buildings/compounds
  - Protect personnel and/or equipment therein
  - Patrol designated areas/routes/perimeters
  - Inspect and survey
  - Perform vehicle mobile patrol
- Ensure that guard services satisfy the General Orders in the Task Order and the COR-approved, Contractor-prepared Post Orders
- Ensure that the guard force personnel meet the requirements in Appendixes B, C, and D.
- Ensure that the guard force maintains the following logs and records:
  - 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.
  - Administrative Records. The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records, and training records on all employees working under the contract. The COR is authorized to examine the Contractor's administrative files. The Contractor shall maintain daily time and attendance records, which may be reviewed by the COR as required.
  - Explosive Detectors and/or X-Ray Inspection Records. The Contractor shall keep Explosive Detector maintenance logs on a daily, weekly, and monthly basis following the Maintenance Log Book procedures provided by the manufacturer. X-ray repair maintenance records shall be maintained.
  - The Contractor shall keep any additional logs as instructed by the COR.
- Ensure that guards' weapons are properly maintained, including:
  - All weapons shall be cleaned weekly at a designated location.
  - Providing all cleaning supplies.
  - Weekly cleaning logs shall be maintained, listing each weapon by make, model, serial number, and the date on which it was cleaned.
  - Ensure that no weapons are misused, mishandled, or fired negligently.

Note: Misuse, mishandling, negligent discharge of a firearm may result in the Contractor being required by the COR to immediately remove the individual from any further service under this contract.

Ensure that:
Guards assigned to positions requiring the use of closed circuit TV (CCTV) displays operate the monitoring equipment following the guidance contained in the post orders. Operators shall pay particular attention to suspicious activity. Any malfunctioning or broken equipment will be noted in the Post Log and immediately reported to the AIC. All personnel assigned to a CCTV post have been properly trained before being assigned to the post.

Examples of where such guard services may be required are:

- Support of intelligence analysts facilities
- PRS detail offices and housing compounds
- Government facilities as directed by the Task Order(s)

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.7.2 EXPLOSIVE ORDNANCE DETECTION TECHNICIAN (EOD/DOG HANDLER) SERVICES

Note: All references made to EOD shall be understood to mean the Explosive Ordnance Detection Technician/Dog Handler and dog.

Necessary Condition 4.3.7.2 - The Contractor shall:

- Provide explosive ordnance detection technician/dog handler services.
- Provide a replacement EOD on all occasions when the present dog and or handler is not able to perform the duties described in this contract and/or Task Orders.
- Provide management, supervision, equipment, and veterinarian services, including kennels, grooming, food and other related equipment.
- Maintain the cleanliness of the kennel and assigned canine areas.
- Ensure that EOD meets qualification standards in Appendixes B, C, and D.

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.7.3 GUARD TRAINING

Performance Objective No. 4.3.7.3 - The Contractor shall:

- Establish and maintain the necessary guard training capability, including basic, weapons, and refresher training, in accordance with the specifications in Appendix L.
- Develop and submit completed Guard Training Plans to DS for approval within 90 days of contract award.
- Conduct training in accordance with the DS approved, Contractor Guard Training Plans.
- Ensure that only those trainees who have successfully completed the DS approved Contractor training are employed on guard details.
- Ensure that all refresher training of Contractor guard personnel is accomplished in-country, e.g., in the location in which the Contractor was tasked to provide the guard detail, unless otherwise directed by the COR.
- Ensure that all refresher training is conducted by Contractor-provided, DSTC-certified trainers.
Ensure that all armed guards are re-qualified on all required firearms on a quarterly basis in accordance with the DS approved Contractor training plans. All re-qualification shall be documented on Qualification Record Forms (see Appendix H).

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Meet training requirement above and in Appendix L</td>
<td>100% Conformance</td>
</tr>
</tbody>
</table>

C.4.3.7.4 GUARD ELECTRONIC MONITORING SYSTEM (GEMS)

Note: The Guard Posts requiring the use of GEMS will be designated in the Task Orders.

C.4.3.7.4.1 GEMS System Requirements

Necessary Condition 4.3.7.4.1 - If required by Task Order, the Contractor shall:

Provide a complete GEMS which shall include: the system and reporting software; hand-held data collection devices; data points such as bar code labels, data strips, touch tags or electronic buttons; batteries or recharging stations; computer; and printer(s).
Provide training to the employees who will be using the system.
Maintain, replace, and support the system to ensure continuous operation.
Use the GEMS for monitoring and quality control of guard services.
Ensure that the GEMS system meets the following requirements:
Utilizes 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.
Has the ability to transfer collected data from the portable device to a Computer.
Can create and print computer-generated reports designed to document guard activities and supervisor oversight.
Includes an archival capability allowing access to historical information by computer.
Integrity of the system ensures that information, once collected, cannot be altered or modified.
Separate codes shall be assigned to individual guards, supervisors, guard posts, and certain defined incidents or events to be contained on an incident card.

C.4.3.7.4.2 Designated GEMS Posts

Necessary Condition 4.3.7.4.2 - The Contractor shall:

Ensure that designated guard posts receive a hand-held data collection device at the beginning of each shift.
Ensure that at guard posts that are assigned scanners, guards scan checkpoints at each post along the designated route and complete the required number of visits to each post throughout the daily/nightly tour.
Ensure that during rounds, the guard reports all incidents using the Incident Card and follows up with written reports as necessary.
Ensure the correct use of the hand-held data collection device.
Shall maintain the integrity of the system.
Ensure data are properly entered into the computer.
Obtain COR approval before making software changes/revisions.

C.4.3.7.4.3 GEMS Reports

Necessary Condition 4.3.7.4.3 - 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:
Incident reports – including the date, time, location, and type of incident
Patrol summary – includes verification of supervisor rounds by checkpoint, noting time and date
Exception reports that display, for example, the failure to log checkpoint or completion of the route in the allotted time
Ensure that the system has 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 for the modifications of standard report formats.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) GEMS Capability/Availability</td>
<td>System meets all requirements</td>
</tr>
</tbody>
</table>
C.4.3.7.5 MANAGEMENT OF GUARD FORCE

Necessary Condition 4.3.7.5 – For the topics underlined below, the Contractor shall:

Schedules

Prepare and maintain a Weekly Guard Post Schedule for all guard posts that lists the name of each previously approved guard to be assigned to each post and for each shift.

Provide the COR a copy of the Weekly Guard Post Schedule for all employees by 12:00 noon of the last day of the work-week for the upcoming work week.

Ensure that the Weekly Guard Post Schedule shows the post number and location, the name of the guard assigned (approved by the COR), and the shift assigned in terms of hours of the day.

Provide a copy of this schedule to the COR and each Contractor employee affected.

Notify the COR three days before any change of a permanent guard (specific individual) to a post.

Guard Duty Hour Limits

Ensure that no Contractor personnel are on duty for more than 12 consecutive hours in a 24 hour period, except under emergency conditions as authorized by the Contracting Officer (CO) or the COR.

Ensure that the individual guard work-week does not exceed 72 hours.

Relief Guards

Provide the security personnel at the posts identified in the Task Order fully trained and qualified relief personnel to allow for comfort, personal needs, stress, meals, or other required or requested absences from the assigned post.

Ensure that relief personnel are at the same category of labor as those being relieved.

Provide this relief service to the Government at no additional charge.

Relief personnel are not required for some posts. The AIC will determine and direct the Contractor as to which post require relief personnel. For example, Guard Force Commander, Surveillance Detection Specialist, mobile patrol posts.

Ensure that specific guidance pertaining to administrative details, including supervisory responsibilities for scheduling and monitoring breaks and meals, are included in Post Orders.

Organization Chart

Within ten (10) days after the effective date of a Task Order, provide in writing to the COR an organizational chart to include the names of supervisors, shift organization for each post, and the number and names of guard force employees.

Supervision

Provide adequate on-site supervision of employees at all times a post is manned.

Ensure that a Contractor provided supervisor inspects each post during daylight hours at least twice, and three times during night hours.

Ensure that supervisor inspections assure that:

The post is properly manned.

The assigned guard is fully familiar with the General Orders and Post Orders.

The post log is properly maintained.

Guard Muster

Conduct a muster of guards going on duty for purposes of inspection for proper uniform, equipment, 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.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% availability</td>
<td></td>
</tr>
<tr>
<td>100% employment</td>
<td></td>
</tr>
<tr>
<td>100% of reports provided</td>
<td></td>
</tr>
</tbody>
</table>
C.4.3.8 LOGISTICAL SUPPORT
C.4.3.8.1 PRS DETAIL LOGISTICAL SUPPORT
C.4.3.8.1.1 Contractor-Provided Logistics

The Contractor shall provide all logistical support required to successfully complete the assigned tasks.

The Contractor may be required to procure armored vehicles. In those instances, the vehicles shall meet DS armored vehicle standards.

Logistical support for Contractor provided protective services personnel shall incorporate everything necessary to subsist and perform protection duties in the region of the world specified in Task Orders, including, but not be limited to:

- All clothing designated in the Task Orders
- Weapons vaults and or ammunition storage facilities meeting DS standards
- Cellular telephones
- Handheld radios and chargers (similar to Motorola Model XTS3000) if required in the Task Order
- Laptop computers
- Miscellaneous specialized equipment such as, flashlights, batons, etc., as designated in the Task Orders
- Vehicles for transporting Contractor provided protective service personnel (e.g., for shift changes, commuting to and from work, airport arrivals/departures, etc.), and for other uses as directed by the CO or COR
- One vehicle per team
- Rental or leased
- All supplies
- All services, including, but not limited to, telephone and telephone services
- All shelter
- All food
- All water
- Physical safety
- Health needs
- Morale needs
- All laundry services
- All housekeeping
- All sanitary solid waste management
- All maintenance or repair required for the foregoing

Notes:

1. U.S. Embassy support personnel at the city/region of assignment may be asked to assist Contractor personnel in locating housing, but the cost of such housing shall be borne by the Contractor and shall be a contract billable item.

2. In those instances where there is no local housing available, the Contractor shall construct housing for Contractor furnished protective service detail personnel. The design and cost of such housing shall be addressed in the logistics section of the Management Plan submitted in the proposal in response to the Task Order.

3. If Government furnished vehicles are not available for official operational requirements, the Contractor may be authorized by the Task Order for the rental or purchase of vehicles.

4. U.S. Government personnel may be needed to assist the Contractor in obtaining permission for personnel and certain equipment to enter the country.

Necessary Condition 4.3.8.1.1 — The Contractor shall:

Find, arrange for, procure, pay for, and maintain all logistical support required for the Contractor provided PRS details. If directed by the CO or COR, arrange for rental of vehicles necessary for operational use. Conduct inventories and support Government conducted inventories.
Performance Measures | Performance Standards
---|---
a) Conduct and support of Government inventories | 100% compliance
b) Timeliness | 100% provide logistics within the schedules specified in the approved logistics management plan submitted in response to each Task Order

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.8.1.2 Equipment Maintenance

a. Vehicle Maintenance

(1) General. The vehicles furnished by the Government for each detail shall be provided preventive and corrective maintenance. The Logistics Management Plan section of the Task Order Management Plan (TOMP) (see Section 4.3.8.4) shall address how the Contractor plans on efficiently and effectively employing maintenance personnel.

(2) Vehicle Mechanic. The Contractor shall employ a factory-certified vehicle mechanic(s) to maintain the PRS detail vehicles.

(3) Vehicle Armor and Ballistic Glass. Repairs to the armor and ballistic glass on Government furnished vehicles require special attention. To ensure that such repairs are completed satisfactorily, the Contractor shall send ballistic glass and armor technicians to DS classes to learn the approved methods for repairing the ballistic glass and armor. These trained on-site technicians shall be responsible for vehicle armor and ballistic glass maintenance.

Note: The DS armor/ballistic glass instructors or technicians may visit the PRS posts periodically (target is three (3) months) to ensure that the on-site technicians have maintained their proficiency in ballistic glass and armor repair, and to spot check their work.

(4) Armorer. PRS weapons must be maintained in operable condition. The Contractor shall employ armorers on-site to perform this maintenance. The armorers shall attend a DS class before being assigned to post. Prior to starting DS training, the Contractor-provided armorers shall be factory-certified for each weapon furnished to the PRS details by the Government or Contractor.

(5) Armory. The Contractor shall provide a DS approved armory for the secure storage of PRS detail weapons when not assigned to PRS detail members.

(6) Special Equipment Maintenance. The Contractor shall provide all of the technicians necessary to support the PRS details, such as vehicle mechanics, generator mechanics, security field technicians, electricians, etc.

Necessary Condition 4.3.8.1.2 - The Contractor shall:

- Ensure that all Contractor furnished equipment and all Government furnished equipment provided to the Contractor for performance of work under this contract is maintained in fully operable condition, such that it shall be available for unrestricted service within the contract availability standards.
- Ensure that all repairs to ballistic glass or opaque armor return the glass or armor to DS approved specifications, using DS approved technicians.
- Ensure that ballistic glass is procured from DS approved manufacturers.
- Ensure that weapons are maintained by Contractor furnished, factory-certified, DS approved armorers.
- Maintain adequate spares and parts to ensure that all equipment can be maintained and repaired in a time-frame consistent with the support of the mission.

Note: The following notes are provided to assist Contractors in their logistics planning. Plans for maintenance of vehicles must take the following information into account to preclude loss of protective service coverage:

(1) The Government will reimburse the Contractor for repairs resulting from fair wear and tear to equipment/vehicles and damage sustained during protective service operations. All other maintenance/repair resulting from unauthorized use and abuse shall be at the Contractor’s expense.

(2) On average, it takes about forty-five (45) days from the issuance of a purchase order for ballistic glass, for the glass manufacturer to complete the order. The Contractor shall make the necessary delivery arrangements to transport the manufactured glass to the posts.
(3) All ballistic glass will eventually delaminate. The Contractor must inspect the ballistic glass frequently. Once inspection notes any de-lamination, the vehicle most likely will still be usable (not necessarily dead-lined) for up to six (6) more months. The Contractor should closely monitor and take this slow degradation of the laminate into account when ordering ballistic glass.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Availability of Equipment</td>
<td>100% at the availability standard established in the approved Logistics Management Plans*</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.8.2 GUARD LOGISTICAL SUPPORT

Logistical support for the Contractor-provided guard force shall provide everything necessary to subsist and perform guard duties in the region of the world specified in Task Orders, including, but not limited to:

- Uniforms - Duty clothing shall include summer and winter (cold weather) gear. Due to the possibility of weather extremes, the clothing issue should cover a variety of temperatures common to the area identified in the specific Task Order
- Load bearing vests
- Helmets
- Protective gear
- Utility belts, etc.
- Holsters, magazine pouches, etc.
- Accessories for Government furnished weapons
- Pepper spray
- Weapons vault
- Cell phones
- Handheld radios and chargers, if specified in the Task Order
- Laptop computers
- Miscellaneous specialized equipment, such as, flashlights, batons, etc.
- Guard Electronic Monitoring Systems (GEMS)
- Medical REACT equipment
- Surveillance kits for portable radios
- Vehicles for mobile patrols, and other uses as directed by the CO or COR (e.g., REACT teams, administrative support, transporting Contractor provided guard personnel, shift changes, commuting to and from work, airport arrivals/departures, etc.)
- All office equipment and supplies
- All services, including, but not limited to telephone and telephone service
- All shelter
- All food
- All water
- Physical safety
- Health needs
- Morale needs
- All laundry services
- All housekeeping
- All sanitary solid waste management
- All maintenance or repair required for the foregoing

Notes:

(1) U.S. Embassy support personnel at the city/region of assignment may be asked to assist Contractor personnel in locating guard housing, but the cost of such housing shall be borne by the Contractor and shall be a contract billable item.

(2) In those instances where there is no local housing available, the Contractor shall construct housing for Contractor furnished guard personnel. The design and cost of such housing shall be addressed in the logistics section of the TOMP submitted in the proposal in response to the DS Task Order.

Necessary Condition 4.3.8.2 - The Contractor shall:
Find, arrange, procure, pay for, and maintain all logistics support required for the Contractor provided Guard Force.

If requested by CO or COR, arrange for rental of vehicles necessary for operational use.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Timeliness</td>
<td>100% in conformance with schedules specified in the approved Logistics Management Plan submitted in response to each Task Order</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the CO or COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.3.8.3 INVENTORIES

Performance Objective No. 4.3.8.3 - Upon acquiring any logistics asset, the Contractor shall place the asset under Contractor accounting and inventory control. The Contractor shall:

- Conduct an inventory check of all assets on a quarterly basis.
- Submit a written report accounting for all assets on a quarterly basis to the AIC, with a copy to the COR.
- Immediately upon discovery of the loss, submit a report on the loss of asset(s) to the COR and AIC.

Note: The Government reserves the right to conduct an inventory of all PRS and Guard Force weapons on an annual basis and more frequently if so desired.

C.4.3.8.4 TASK ORDER MANAGEMENT PLANS

Upon receipt of each Task Order, the Contractor shall complete a Task Order Management Plan (TOMP) in accordance with the requirements in Appendix M. The goal of these planning efforts is to ensure that the Contractor has reviewed and understands all aspects of the personnel protection service assignments and planned all of the activities and support needed to successfully start-up and complete the assignment.

If the Contractor is going to subcontract any portion of the work to another company, the Contractor must submit the Sub-Contractor’s TOMP for the subcontracted portion of the work, as an integrated section of the overall TOMP submitted by the prime Contractor. The Sub-Contractor’s TOMP shall meet the TOMP requirements in Appendix (M).

Necessary Condition 4.3.8.4 – The Contractor shall:

- Develop a unique and innovative TOMP in accordance with the requirements of Appendix M in response to each Task Order.
- Submit the TOMP as part of the proposal required in response to each Task Order.
- Submit plans, as required, in the time specified in each Task Order.
- Modify the TOMP in accordance with CO or COR requirements.
- Implement the TOMP as approved by CO or COR.

Note: Deviations from approved TOMPs will require approval from the CO or COR or designated point of contact.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) TOMPs are prepared and submitted as shown in Appendix M</td>
<td>100% complete and in accordance with Appendix M</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% on time</td>
</tr>
<tr>
<td>c) TOMPs implemented as approved</td>
<td>100% implemented</td>
</tr>
</tbody>
</table>

The target standard is 100%. During each six-month Contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the Contractor from meeting the target.

C.4.4 SERVICE AREA – SPECIAL DOMESTIC SECURITY ASSIGNMENT

For special domestic security situations, such as, the annual United Nations General Assembly (UNGA) meetings held in New York City, or for long-term visits of heads of state or other foreign dignitaries, the Contractor may be required to provide protective personnel to augment the assigned Diplomatic Security Service detail. In those instances, American Contractor PSS personnel shall work with and respond to the general direction of DS Project Manager or DS designated AIC for the length of time and at the locations specified in the Task Order.
Performance Objective No. 4.4 — The Contractor shall:

Provide qualified/trained protective security personnel to augment DS details for special domestic security assignments. Ensure that the PRS personnel are screened and trained in accordance with the requirements in Service Areas 4.3.1 and 4.3.2, above.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality</td>
<td>100% qualified and trained</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% on time and for the length of time specified in the Task Order</td>
</tr>
</tbody>
</table>

C.4.5 TRANSITION

The ability of DS to successfully complete its mission is dependent on many factors. One of the primary factors is continuity of service. Any break or disruption in services, that is, the ability to effectively protect US diplomats and other VIPs, is unacceptable. In the past, when an incumbent Contractor had to turn over services, facilities, and/or equipment to an incoming Contractor, there have been many cases of breaks or disruption in services. DS cannot afford for such situations in the case of Personal Protective Services.

Necessary Condition 4.5 - To preclude breakdowns or disruptions in service, the Contractor shall, upon receipt of a Task Order that requires either a transition from an incumbent Contractor to a new Contractor, or a transition from an old Task Order to a new Task Order:

Develop and implement a plan for transition to the new Task Order and include it as a part of the TOMP required for the new Task Order.

Ensure that the transition plans address the following:

Plan for meeting with outgoing/incoming parties to:
- Assess existing PRS and Guard Force arrangements, including site situation and environment, procedures, facilities, equipment, local government relationships, etc.
- Co-develop plan for smooth transition of assets
- Identify transition activities and schedule of transition milestones
- Set a date for complete assumption of responsibilities

Plan for implementation of transition effort, including organization, roles and responsibilities, and necessary interfaces.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality of transition (for items under the Contractor's control) including completion of comprehensive transition plan</td>
<td>100%</td>
</tr>
<tr>
<td>b) Cooperation and coordination with other contractors (based on Government observation)</td>
<td>100%</td>
</tr>
<tr>
<td>c) Timeliness of transition activities</td>
<td>100% meets milestones Completion of transition by scheduled date</td>
</tr>
</tbody>
</table>

C.4.6 REPORTS

Necessary Condition 4.6 — The Contractor shall prepare and submit the following reports, to the COR, and AICs as directed by the COR, in the content, numbers of copies, and in compliance with the schedules specified.

Format, style, and numbering shall be at the discretion of the Contractor. Once accepted, the same, format, style, and numbering shall be used for the duration of the contract, unless change is approved by COR. At a minimum, the report shall address the following:

Identification of the Task Order
Identification of the PSS detail(s)
Period of report
Names of PSS personnel, starting with the project manager
Average hours worked per week, per individual
Significant events, activities, problems during the month
Forecast for the next month, including ongoing or planned projects, personnel rotations, average hours projected to be worked per week, significant events, and activities, and training projections (initial training and re-qualifications)
<table>
<thead>
<tr>
<th>Report Title</th>
<th>Format/Content</th>
<th>Schedule</th>
<th>Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.6.a Weekly Status Report</td>
<td>Status of operation relative to all Task Orders. “As of” date shall be last working day of each week. Report shall be broken down by Task Order. Report shall include: Identifying of office, Period of report, Protective operations, PRS training, Logistics, communications, supplies, and contract administration, Manning levels, R&amp;R, deployments, Reporting and administrative matters such as assisting in clearance processing for overseas-bound contractor personnel, Diplomatic and/or Official passports for contractor personnel, Names of personnel on board, Significant events, activities, problems, and progress during the week, Forecast for next week.</td>
<td>NLT 2nd working day after “as of” date. Submit to the HTPD Program Office</td>
<td>Electronic</td>
</tr>
<tr>
<td>4.6.b Monthly Total Contract Performance</td>
<td>Assessment of performance against all requirements in active Task Orders. “As of” date shall be last day of the month. Report shall be broken down by Task Order.</td>
<td>NLT 10th working day after “as of” date</td>
<td>3</td>
</tr>
<tr>
<td>4.6.c Six Month Performance Report</td>
<td>For fee determination purposes, a rolled-up assessment of performance against all completed and active task orders.</td>
<td>NLT 15th working day after end of six month performance period</td>
<td>3</td>
</tr>
<tr>
<td>4.6.d Lessons Learned Report</td>
<td>Identification of all positive and negative aspects of all on-going or completed protective security details, with recommendations for future action (mods to procedures, equipment, etc)</td>
<td>30 days after end of six month performance period</td>
<td>3</td>
</tr>
<tr>
<td>4.6.e Adverse Information Reports</td>
<td>The contractor shall submit an adverse information report identifying and describing any issue or incident that involves failure by any contractor personnel to satisfactorily complete their mission, or any action that would reflect negatively on the United States or the Department of State.</td>
<td>Immediately upon discovery or observance of the occurrence. The report shall be transmitted to the AIC with copy to CO, COR, and DS/IS/IND by the means identified and agreed to at the Post Award Conference</td>
<td>4</td>
</tr>
<tr>
<td>4.6.f Quarterly Inventory Report</td>
<td>The contractor shall submit the inventory report described in Section 4.3.8.3.</td>
<td>The report shall be submitted by the first Friday after the last day of the last month of the reporting period</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Quality - reports are prepared and submitted as directed</td>
<td>100%</td>
</tr>
<tr>
<td>b) Timeliness</td>
<td>100% on time</td>
</tr>
</tbody>
</table>
C.5 NOTES/GUIDANCE

Note 1: Complements of PRS Details

Complements of details will be based on criticality of the threat conditions in the area in which protection is to be provided. Experience has shown that most situations involving the protection of one principal in an imminently dangerous locality can be handled by a twelve-person detail that provides a portal-to-portal security operation. Reduced coverage may be adequate when a principal is in quarters or working in the office. In lesser risk areas, smaller details may fulfill the requirement. Extremely high-risk areas of high/critical political violence or high crime activity may require that the principal be covered 24 hours per day.

Note 2: Suggested Physical Fitness Standards

All Contractor employees working under this contract should:

Be well proportioned in height and weight
Be in good general health, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty
Be free from communicable disease
Possess binocular vision, correctable to 20/30 (Snellen) and shall not be color blind
Be capable of hearing ordinary conversation
Be capable of satisfying the P.E. Battery Scores, or better, as identified below

<table>
<thead>
<tr>
<th>Age</th>
<th>Flexibility</th>
<th>% Body Weight</th>
<th>Pushed</th>
<th>1.5 Mile Run</th>
<th>Agility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24-under</td>
<td>21.25</td>
<td>122.4</td>
<td>11.04</td>
<td>16.43</td>
<td>12.28</td>
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<tr>
<td>25-29</td>
<td>22.4</td>
<td>62.5</td>
<td>14.03</td>
<td>18.95</td>
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<td>30-34</td>
<td>21.9</td>
<td>59.8</td>
<td>15.21</td>
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<td>35-39</td>
<td>21.6</td>
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<td>15.42</td>
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<td>40-44</td>
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<td>52.95</td>
<td>16.54</td>
<td>20.8</td>
<td>24.18</td>
</tr>
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<td>45-49</td>
<td>20.4</td>
<td>50.24</td>
<td>17.34</td>
<td>22.24</td>
<td>25.01</td>
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<tr>
<td>Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24-under</td>
<td>23</td>
<td>63</td>
<td>14.21</td>
<td>18.6</td>
<td>20.37</td>
</tr>
<tr>
<td>25-29</td>
<td>21</td>
<td>119.8</td>
<td>11.17</td>
<td>16.6</td>
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<td>30-34</td>
<td>20.7</td>
<td>109.6</td>
<td>11.42</td>
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<td>35-39</td>
<td>21.60</td>
<td>58.37</td>
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<td>88.2</td>
<td>13.58</td>
<td>18.6</td>
<td>18.02</td>
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</tbody>
</table>

UNCLASSIFIED
C.6 GLOSSARY

C.6.1 ACRONYMS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>AIC</td>
<td>Agent in Charge (Designated in Task Order for each PRS detail. May be DS Program Manager, RSO, or DS Special Agent)</td>
</tr>
<tr>
<td>CAT</td>
<td>Counter Assault Team</td>
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<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>DEAV</td>
<td>DS Equipment and Armored Vehicles</td>
</tr>
<tr>
<td>DOS</td>
<td>U.S. Department of State</td>
</tr>
<tr>
<td>DSTC</td>
<td>DS Training Center</td>
</tr>
<tr>
<td>DS</td>
<td>Bureau of Diplomatic Security</td>
</tr>
<tr>
<td>DS/IS/IND</td>
<td>Industrial Security Division</td>
</tr>
<tr>
<td>EOD</td>
<td>Explosive Ordnance Detection</td>
</tr>
<tr>
<td>FAV</td>
<td>Full Armored Vehicle</td>
</tr>
<tr>
<td>FSN</td>
<td>Foreign Service National</td>
</tr>
<tr>
<td>FSO</td>
<td>Facility Security Officer (Contractor position)</td>
</tr>
<tr>
<td>GEMS</td>
<td>Guard Electronic Monitoring System</td>
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<tr>
<td>GFE</td>
<td>Government Furnished Equipment</td>
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<tr>
<td>GPS</td>
<td>Global Positioning System</td>
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<tr>
<td>HCN</td>
<td>Host Country National</td>
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<tr>
<td>HRPT</td>
<td>High Risk Public Trust</td>
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<tr>
<td>HTPD</td>
<td>Office of the Chief, High Threat Protection Division</td>
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<tr>
<td>IED</td>
<td>Improvised Explosive Device</td>
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<tr>
<td>ISAF</td>
<td>International Security Assistance Forces</td>
</tr>
<tr>
<td>LAC</td>
<td>Local Agency Check</td>
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<tr>
<td>LAV</td>
<td>Light Armored Vehicle</td>
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<tr>
<td>LN</td>
<td>Local National</td>
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<tr>
<td>MRPT</td>
<td>Moderate Risk Public Trust</td>
</tr>
<tr>
<td>NAC</td>
<td>National Agency Check</td>
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<tr>
<td>OEM</td>
<td>Original Equipment-Manufacturer</td>
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<tr>
<td>OSS</td>
<td>operations Security Specialist</td>
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<tr>
<td>PPS</td>
<td>Personal Protection Specialist</td>
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<tr>
<td>PRS</td>
<td>Protective Service</td>
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<tr>
<td>QRF</td>
<td>Quick Reaction Force</td>
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<tr>
<td>PSS</td>
<td>Personal Security Specialist</td>
</tr>
<tr>
<td>REACT</td>
<td>Reactionary Team</td>
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<tr>
<td>RSO</td>
<td>Regional Security Officer</td>
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<tr>
<td>SPE</td>
<td>Special Protective Equipment</td>
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<tr>
<td>TCN</td>
<td>Third Country National</td>
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<tr>
<td>TIC</td>
<td>Tactical Intelligence Center</td>
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<tr>
<td>TOC</td>
<td>Tactical Operations Center</td>
</tr>
<tr>
<td>TOMP</td>
<td>Task Order Management Plan</td>
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<tr>
<td>UNGA</td>
<td>United Nations General Assembly</td>
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<tr>
<td>USG</td>
<td>United States Government</td>
</tr>
<tr>
<td>WPPS</td>
<td>Worldwide Personal Protective Services</td>
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UNCLASSIFIED
C.6.2 WORDS/PHRASES

Circulars
Short documents, usually informal, issued as needed to focus attention on a specific topic or event. Circulars may be issued by the COR or Agent in Charge, or by the Contractor after clearance by the Agent in Charge, pertaining to conditions or practices that require a clear and definitive understanding.

General Orders
Permanent directives of policy and procedures that apply to all employees identified in the contract. General Orders are issued by the DS Regional Security Office.

General and Post Orders
The basic procedures for the operation, maintenance, and protection of facilities and properties. General and Post Orders are issued by the DS Regional Security Office.

Post Orders
Permanent directives of policy and procedures that apply to specific fixed posts or patrols identified in Task Orders. Post Orders are issued by the DS Regional Security Office.

Principal
Person to be protected by security detail.

PRS Applicant/Person
A person actually performing a close-in personnel protective service detail function. This generally includes, but is not limited to the Project manager, Detail Leader, Asst. Detail Leader, Shift Supervisor, Shift Leader and PRS Specialist.

PRS Detail
Unless otherwise stated in a Task Order, this term refers to the PRS personnel and all PRS support personnel, including the Guard Force.

PRS Support Applicant/Person
A person other than a PRS person, who performs direct support function to PSS units. Generally that includes people supporting the PSS intelligence units, medical personnel, interpreters/ translators, etc.

Special Orders
Temporary orders that pertain to a special or unusual event, e.g., a visit by a foreign official or dignitary, an inaugural ceremony, or potentially high-threat situation involving the principal. Special Orders are issued by the DS Regional Security Office.

Supervisory Orders
Permanent directives concerning policy or procedure that apply to PRS supervisors. Supervisory Orders are issued by the DS Regional Security Office.
B2, B7(F)
C.4 FILE  
APPENDIX B ATTACHMENTS 1 TO 3 CANINE ODOR PROFICIENCY.DOC

ATTACHMENT 1  
(TO APPENDIX B, SECTION C)

DEPARTMENT OF THE TREASURY  
BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS

DEPARTMENT OF THE TREASURY ODOR RECOGNITION PROFICIENCY STANDARD FOR EXPLOSIVES DETECTION CANINES

1. Introduction

The Secretary of the Treasury was authorized to establish scientific certification standards for explosives detection canines pursuant to the Omnibus Consolidated Appropriations Act of 1997. Section 653(a) of the act provides the following:

"Sec. 653. (a) Authorization. - The Secretary of the Treasury is authorized to establish a scientific certification standard for explosives detection canines, and shall provide, on a reimbursable basis, for the certification of explosives detection canines employed by Federal agencies, or other agencies providing explosives detection services at airports in the United States."

Explosives detection canine training is a two-phase process. In phase one the canine learns to recognize and alert to various explosives odors. The ability of a canine to recognize explosives odors is the foundation for any explosives detection canine program. It is essential that the canine be able to demonstrate its ability to recognize explosives odors before leaving phase one and becoming a fully operational canine. The Department of the Treasury's Odor Recognition Proficiency Standard was developed to meet this need.

In phase two, the canine is trained to use this ability operationally in the environment where it will work. Each agency is responsible for its own operational training and final certification of a canine's effectiveness in an operational environment. The Department of the Treasury recognizes that agencies with explosives detection canine programs have different training methods and standards, and that the operational environments in which explosives detection canines are used vary among agencies and are related to their specific missions. This Odor Recognition Proficiency Standard should be used to verify the canine's ability to recognize explosives odors in phase one. It does not replace an agency's operational certification process and does not "certify" a canine for operational deployment.

1.1 Purpose

This minimum Odor Recognition Proficiency Standard (the Standard), which employs an odor recognition proficiency test (the test), is established to determine whether or not a canine can successfully recognize explosives odors.

The test is intended to be used in conjunction with any training methodology and to provide a standardized method for assessing a canine's ability to recognize explosives odors.

Successful completion of this test does not indicate proficiency in operational environments. Odor recognition, operational training, and testing using varying amounts of explosives odors are the responsibility of each agency.

1.2 Scope

This test is only designed to assess a canine's ability to successfully recognize explosives odors.

1.3 Overview of the Test

This test involves simple recognition of explosives odors. A blind test method is used. For the purposes of this test, blind testing means the handler will not know where the explosives samples are placed. This will help verify that the canine is actually recognizing explosives odors and not responding to any external cues.

An independent test administrator will be responsible for selecting and recording the placement of all sample containers (distraction odors and explosives odor samples) and evaluating the test results.

Use of this test by an agency is voluntary. At a minimum, agencies that do not validate the canine's ability to recognize and alert to all required explosives odors during their recurring operational validation should administer the test annually.
1.4 Materials

Uncontaminated distraction samples and explosives samples will be utilized. (See Distraction Odor Samples in Appendix A and Proper Handling of Explosives Samples in Appendix B.)

The quantity of explosives used for each test sample will measure from 15 grams up to one-quarter of a pound, with the exception of dynamite, which shall not exceed one-half of a pound. Detonating cord, time fuse, or safety fuse will not exceed 5 feet in length.

Preparation of Sample Containers:

In order to avoid cross contamination, proper handling and storage procedures must be strictly followed. (See Proper Handling and Storage Procedures in Appendix B.)

Each test sample (explosive or distraction) will be placed in a clean, unused container, with a perforated top (e.g., unused cardboard box, metal paint can, etc.). All perforated sample containers must be identical. Each perforated container will be placed in a larger external container. All external containers must not have to be sealed or have lids. All containers will be absent of external markings and all perforations will be small enough to eliminate the presence of visual cues.

1.5 Test Method

Ten different explosives will be utilized, including six mandatory explosives and four elective explosives. (See Explosives Categories to be Used for Testing in Appendix A.) Each agency will select four elective explosives from the list of electives, based on its assessment of the threats it is most likely to encounter.

Thirty sample containers will be prepared as described. Ten of these sample containers will contain the six mandatory and four elective explosives samples. Fifteen of the remaining sample containers will be filled with different distracters and the remaining five sample containers will be empty.

The sample containers will be spaced a minimum of 4 feet apart. The 10 explosives samples will be placed randomly among the 20 other containers. The test administrator will select the overall arrangement of the sample containers. Examples of arrangements include individual lines of 10 or fewer containers or circular configurations of 10 or fewer containers.

To allow for sufficient odor availability, the sample containers must be in place for a minimum of 15 minutes prior to testing.

Certain environmental factors (e.g., temperature and humidity) influence the vapor pressure of explosives. Therefore, the test should be administered in an area where the ventilation and conditions are consistent with the normal working environment of the canine. Additionally, it is recommended that the following parameters for each test be recorded: time of day, temperature, weather conditions, quantity of each explosives sample, and amount of time between the placement of the last test sample and the start of the testing process (set time).

1.6 Procedure

Prior to starting the test, the following will be explained to the canine handler:

- The canine team will be allowed to search each sample container twice.
- The handler will identify when the canine has made an alerting response and report it to the test administrator.
- The test administrator will record the placement of the container where each alerting response is identified.
- The canine will only be rewarded for correct alerts made on positive samples identified by the handler, and confirmed by the test administrator, during this test phase.

The test administrator will evaluate the test results.

2. Evaluation of Test Results

PASS: To successfully pass the Odor Recognition Proficiency Test, the canine must make positive responses on all 10 explosives odors used in the test. The canine is allowed two responses on non-explosives samples.

FAIL: The canine will fail the test if ANY explosives sample is missed or if more than two responses are made on non-explosives samples.

If the canine fails the test, the agency's training staff should evaluate the reason for the failure and schedule the canine for further training. The test, in its entirety, should then be re-administered.

Annual Odor Recognition Testing:
Distraction Odor Samples

For the purpose of this standard, a distraction odor is any non-explosives odor that a canine may encounter in its operational environment. For example, if the canine routinely searches luggage, items commonly found in a suitcase, such as clothing, cosmetics, and various toiletries would be suitable distraction odors for this test. If the work environment for the operational canine varies, a selection of items from various categories, such as food (human and pet), health and beauty aids, and textiles would suffice.

ATTACHMENT 3
(TO APPENDIX B, SECTION C)
INFORMATION ON PROPER HANDLING AND STORAGE OF EXPLOSIVES SAMPLES

Fresh explosives samples should be obtained for each testing session. These explosives must never have been used in any previous canine training or testing exercises. It is desirable that explosives samples used in the test be stored separately from the explosives used in training.

In order to guarantee accuracy and proficiency in explosives detection, safeguards must be in place to ensure that the canines are detecting explosives and not a contaminated sample. For example, if a training aid has been used for some time and is reused in the canine’s proficiency test, the canine may actually be alerting to its own scent or the scent of the handler on the aid.

Care should be taken to avoid the cross-contamination of one explosives sample with the prevalent odor of another. This situation can occur when different explosives have been stored together for any amount of time in a common bunker without individual containment. The handler may have a false sense that the canine is training on several distinct odors, while in fact, the canine is training only on one or two odors.

It is critically important that every effort be made to keep the explosives used in training and testing uncontaminated from other odors, whether from other explosives or from other materials with distinct odors that could be picked up by the explosives.

Proper Handling

All explosives samples used during this test must only be handled by one designated person. The person handling the explosives samples must not handle any of the distraction odors. Explosives must not be handled with bare hands; disposable gloves must be used. The gloves must be used with only one explosives sample and then discarded.

The individual assigned to handle the distraction odors will also wear the same type of disposable gloves when handling the distraction odor samples.

The canine handler must not participate in the handling or placement of the explosives or distraction odors.

Explosives Storage Facility

Existing bunkers that have contained multiple explosives are most likely already contaminated. It is preferable to obtain pristine storage facilities that have never previously contained explosives. Other explosives should never be stored where dynamite, TNT, ammonium nitrate, or ANFO are, or have ever been, stored because these compounds tend to readily cross contaminate the other explosives.

The best storage method is to have separate dedicated storage facilities for each explosive. If this is not possible, the dynamite, TNT, and ammonium nitrate or ANFO should still be stored in individual dedicated facilities, with the other explosives properly contained in another facility.

Additionally, every effort should be made to separate plastic explosives marked with a detection agent from unmarked plastic explosives.

Regulatory Requirements

All industry and manufacturer safety requirements must be strictly followed. All handling, storage, and transportation of explosives must be in compliance with all Federal, State, and local laws.

For additional information on this standard, please send a written request from the agency supervisor, on official agency letterhead, to the Bureau of Alcohol, Tobacco and Firearms, Canine Operations Branch, 650 Massachusetts Avenue, Room 5100, Washington, DC 20226.
The Bureau of Alcohol, Tobacco, and Firearms would like to acknowledge and formally thank the following agencies for their assistance, technical expertise, and recommendations; all of which contributed to the development of the Department of the Treasury Odor Recognition Proficiency Standard for Explosives Detection Canines:

- Department Of Defense Military Working Dog Group
- Federal Aviation Administration
- United States Capitol Police
- United States Secret Service

C.5 FILE APPENDIX C GENERAL QUALIFICATIONS FOR AMERICAN CONTRACTOR PERSONNEL.DOC

APPENDIX C
(TO SECTION C)
GENERAL QUALIFICATIONS FOR AMERICAN CONTRACTOR PERSONNEL

Must be an American citizen at least 21 years of age
Must have valid, current U.S. driver's license and U.S. tourist passport
Must have a personal and, if appropriate, military record without blemish
In the case of specific human intelligence threat post, the person must meet the minimum requirements as identified in Appendix E
Must be in good physical condition with no health deficiencies, either temporary or long-lasting, that would impair performance of duties. The contractor must submit evidence that employees have passed an equivalent physical fitness test prior to, and within 30 days of deployment. (See Section 5.0 of the statement of work for suggested specific fitness requirements.)
Must have up-to-date inoculations and a physical examination by a medical doctor for international travel in areas in which protective services are to be performed
Must be proficient in defensive driving techniques
Must be familiar with and have had formal training in first aid procedures
Must be able to obtain and maintain either a Personnel Security clearance or High Risk/Moderate Public Trust as stated in Appendix J
Meet minimum firearms proficiency pre-requisites, including formal training on:
- Familiarity with every weapon used by a PRS detail
- Familiarity with weapons safety concerns and procedures
- Have fired each weapon at an acceptable level of proficiency

The weapons training may have been at:
- A federal, state, or local police weapons training facility
- A military weapons training facility
- An NRA certified or equivalent weapons training program

UNCLASSIFIED
APPENDIX D

GENERAL QUALIFICATIONS FOR LOCAL (HOST COUNTRY) AND THIRD-COUNTRY FOREIGN NATIONALS

Must be at least 21 years of age
Must have, or be able to obtain a valid, current local (in country where detail is to perform) or international driver's license
Third-country foreign nationals must have a current passport from country of origin
Must have a personal and, if appropriate, military record without blemish
Based upon information identified in security reports, the U.S. Government reserves the right of refusal on all foreign national contractor employees proposed to perform or performing protective or guard services under this contract
Must be in good physical condition with no health deficiencies, either temporary or long-lasting, that would impair performance of duties under this contract. The contractor must submit evidence that employees have passed an equivalent physical fitness test prior to, and within 30 days of deployment. (See Section 5.0 of the statement of work for suggested specific fitness requirements.)
Must have the required, up-to-date inoculations for international travel in areas in which protective or guard services are to be performed
Must be qualified and current in weapons normally carried by law enforcement officers, e.g., semi-automatic pistol, submachine guns, and police riot guns. Firearms currency shall be certified by contractor prior to use of foreign nationals on protective or guard details
Must be proficient in defensive driving techniques
Must be familiar with and have had some formal training in first aid procedures
Must be able to obtain and maintain a High Risk/Moderate Public Trust as stated in Appendix J
Must meet minimum firearms proficiency pre-requisites, including formal training on:
    - Familiarity with every weapon used by a PRS detail
    - Familiarity with weapons safety concerns and procedures
    - Have fired each weapon at an acceptable level of proficiency

The weapons training may have been at:

- A federal, state, or local police, weapons training facility
- A military weapons training facility
- An NRA certified or equivalent weapons training program
C.7 FILE APPENDIX E REQUIREMENTS AND PROCEDURES FOR SECURITY CLEARANCES.DOC

APPENDIX E

(TO SECTION C)

REQUIREMENTS AND PROCEDURES FOR PROCESSING SECURITY CLEARANCES

1. Contractor Facility Clearance

The Offerors/Contractors must currently possess or be able to obtain a TOP SECRET facility security clearances issued by the Defense Security Service in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

2. Personnel Security Clearance/Background Investigations

Personnel Security clearance investigations as well as High and Moderate Risk Public Trust investigations will be conducted by Diplomatic Security for all U.S. citizens/local nationals or third country nationals performing on this contract and subsequent Task Orders.

All contractor personnel performing on this contract must possess one of the following:
- Personnel Security clearance issued by Diplomatic Security Service (DS/SUPSS)
- Diplomatic Security Service’s determination of eligibility for moderate risk public trust position or high risk public trust position
- Investigative checks conducted by regional security officers (RSOs) of local nationals or third country nationals shall be equivalent to the required Public Trust position being filled by the employee

The specific requirements are cited in Appendix J.

2.1 Investigations to be Conducted by the Diplomatic Security Service

All requests for personal security clearances should be submitted at least 30 days prior to the start of the person’s training to improve the chances of the clearance being approved by class graduation. The following are the requirements and procedures for initiating action for the Diplomatic Security Service to conduct investigations of the contractor personnel:

Complete contractor screening of all personnel prior to submission to DS
Delete unacceptable applicants from the rest of the clearance process
All personnel will be required to have a personnel security clearance or be approved for a high/moderate risk public trust position – see Appendix J

Prior to assignment to this contract, the contractor must submit the following forms:
- Standard Form 86 (Questionnaire for National Security) via the Electronic Personnel Security Questionnaire (EPSQ) or its equivalent. (See Attachment 1 to this appendix for instructions pertaining to SF 86)
- Standard Form 85-P – (Questionnaire for Public Trust Positions) - Public Trust Investigations (see Attachment 2 to this appendix for instructions pertaining to SF 85-P)
- Standard Form 85-PS – (Supplemental Questionnaire for Selected Positions) - Public Trust Investigations
- (2) FD-258 Fingerprint Cards – All investigations (Provided by Department of State)
- DS Form 4002, (Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act) – All investigations
- DD Form 214 (Certificate of Release or Discharge from Active Duty) for former military personnel (copy), all investigations
- DS Form 7601 (Authorization to Conduct Criminal History Inquiry for Spouse or Cohabitant) - Required for employees requiring a TOP SECRET Security Clearance
- Foreign Relatives, Friends, and Associates Form (see Attachment 3 to this appendix)
- Proof of location and date of birth including, but not limited to, certified birth certificate, notarized hospital record, etc.

The Government reserves the right to require the use of different forms.

These forms should be hand-carried or sent by courier to the:
A preliminary background check will be conducted in conjunction with security clearance processing or investigation for determining high/moderate public trust.

Those personnel who require security clearances may not perform on this contract until their security clearance has been issued. An interim clearance is acceptable for contract performance.

Those personnel who require a Public Trust determination, may be eligible for assignment to this contract upon completion of a favorable preliminary investigation.

Those who require a Public Trust determination whose preliminary investigation is unfavorable, will not be approved for contract assignment until their investigation is favorably adjudicated. A personal interview will be conducted if deemed necessary by the Bureau of Diplomatic Security.

If the contractor employee does not pass the investigation to determine public trust, or if issues are raised during the personal interview or investigation, he/she must be removed from the contract at no cost to the government.

Public trust investigations are valid for five years. All personnel performing on a contract requiring the public trust investigation will need to re-submit necessary paperwork prior to the investigation's expiration date to ensure continuous uninterrupted performance on the contract. At this time, another preliminary background check will be conducted prior to submitting paperwork for the investigation.

If an unfavorable result of this check is returned the contractor employee must be removed from their position pending re-adjudication of the investigation.

2.2 Visit Request/Visit Terminations/Resignations

When an employee is terminated or resigns and is no longer performing on the contract, the contractor must notify DS/IS/IND so their access can be terminated and, if an investigation is still pending, the investigation can be cancelled.

2.3 Non-US Citizens

Non-U.S. citizens performing on the contract/task order must be investigated and approved by the Agent in Charge/Regional Security Officer at the location where the individual is assigned.

As an exception to the paragraph above, non-US Citizens will not be approved for contract assignment until the Public Trust determination is completed and favorably adjudicated by DS/IS/PSS, unless an exception is granted by DS/IS/IND.

2.4 Adverse Information

The contractor shall report any adverse information pertaining to contractors assigned to the contract, in any capacity, to DS/IS/IND immediately.

2.5 Prior Security Clearances

Department of State will not accept security clearances granted by other U.S. Government Agencies for this contract. All employees to perform on this contract must submit the appropriate security clearance documents to DS/IS/IND for security clearance processing.

3. Minimum Personnel Security Requirements for Specific Human Intelligence Threat Posts

3.1 HUMINT Threat Post – In Excess of Sixty Days

The security requirements in Appendix J are applicable to all assignments, though assignments to specific human intelligence threat posts must also meet additional criteria.

Specifically designated cleared contractor personnel who will perform tasks at specific human intelligence (HUMINT) threat posts for a period in excess of sixty (60) days or who will make cumulative visits in excess of sixty (60) days during a one-year period must possess a final TOP SECRET personnel security clearance and undergo a favorable DS review. (The COR will provide the list in the Task Order of specific HUMINT threat posts.) Note: The 60-day period is cumulative within one year.

3.2 Approval by DS

All assignment to designated intelligence threat posts must be approved by DS.
ATTACHMENT 1
(TO APPENDIX E, SECTION C)

PLEASE READ ALL THE FOLLOWING BEFORE COMPLETING YOUR SF-86
SECRET & TOP SECRET PROCESSING

To facilitate the processing of your security clearance background investigation, which is a requirement of the position for which you have applied, please complete the forms and/or submit the following information with your package. Completion of the Standard Form 86 (Questionnaire for National Security Position) and other appropriate documentation for security clearance processing is imperative.

Although you may have to do some research to obtain the required needed information, it will help Diplomatic Security (DS) tremendously in expediting your security clearance background investigation. The following guidance is provided for your assistance in completing your package:

STANDARD FORM 86 (SF-86): Every section of this form must be completed in detail and all signature pages with an original signature (where requested). Failure to complete the form properly or having the required signatures will result in your clearance not being initiated until all information is received.

Form must be completed going back 10 years. If you do not go back 10 years, it will slow down the processing time of your background investigation. The SF-86 form requests information back 7 years for employment and residence; however, to comply with the investigative standards, 10 years is required.

Citizenship of yourself and “immediate” family members (spouse, children, mother, father, brothers and sisters). If you or any of your “immediate” family members were born outside the United States, please ensure you annotate on the form, or separate sheet of paper, the appropriate manner of how U.S. citizenship was obtained (i.e., naturalization, derived or born abroad of U.S. parents). Please provide copies of naturalization certificates, citizenship certificate or report of birth abroad for your parents, yourself, your children, brothers and sisters, if at all possible. A copy of a U.S. passport will suffice to show proof of U.S. citizenship. Which ever is available will be accepted. If family members are not U.S. citizens and have an alien registration number from the INS, please provide that number. Your U.S. citizenship and that of your immediate family members have to be verified by DS.

Under question 8d, please annotate whether you are a dual citizen with another country or annotate “none” instead of N/A for question 8d.

If you are a dual citizen, please complete the enclosed memorandum concerning exercising your rights of a citizen of another country while holding a security clearance. (See Section J, Attachment D).

All residences (the actual physical address – no P.O. Box number or APO address) need to be annotated. There should be no gaps in the months/years. If you were traveling for a couple of months, fully explain where you went and how long you were there. Annotate who can corroborate your travel and activities during these periods. Provide name address and contact phone number. All housing at colleges and universities should be listed separately by year. The specific building and room number should be annotated.

All employments should be listed in appropriate order and in detail. If there were periods of unemployment, those periods must also be annotated appropriately under code “7.” A listed verifier will also be listed with their name, address, and contact phone number. Periods as a full-time student do not need to be annotated in the employment section because that is listed under question 10 (where you went to school). Remember no gaps between listed employments, unemployment, and school.

All current and all former spouses will be annotated. If the location of a former spouse is unknown, provide the names and addresses of your former in-laws in the remarks section so they may be contacted.

Selective service numbers are required for males born after December 31, 1959 in question 20. If you do not know your selective service number, you can obtain it by calling 1-847-688-6888 and obtain the number from the automated system or by going to the website https://www4.sss.gov/regver/verif_response.asp. Not registering for the Selective Service is a felony.

SIGNED CREDIT RELEASE: The DS 4002 is required to obtain a copy of your Credit Bureau Report. Credit check is required under the investigative standards.

One of the biggest problems with applicant is adverse credit. If you have or had adverse credit, please try to locate any documentation to support your claims during your interview. This could include letters sent to or received from creditors and copies of canceled checks etc.

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SIGNED DS 7601: If married to a U.S. citizen and applying for a Top Secret clearance, the spouse must sign the DS Form 7601 for appropriate checks.

COPY OF BIRTH CERTIFICATE: A copy of your birth certificate should be sent in with the package. Do not send in the original.

COPY OF PASSPORT: A copy of your U.S. passport is requested to assist in corroborating citizenship. If you possess a copy of a foreign passport (current or expired), provide a copy.

COLLEGE TRANSCRIPTS: Please provide a copy of your college transcripts, if you have a copy.

U.S. CITIZENSHIP: Reiterated again here, for any “immediate” family members who were born abroad, please annotated the manner in which they obtained their U.S. citizenship. All U.S. citizenship needs to be verified and your assistance will greatly speed up this process. Copies of citizenship forms or U.S. passport would enhance the process, but if you can not obtain them, it will not stop your package from being processed. We are only asking for your assistance.

FOREIGN RELATIVES: If you or your spouse have any foreign relatives whether residing in the U.S. or abroad, please provide a separate listing that includes the following: (a) their full names, dates and place of birth; (b) current address; (c) country of citizenship; (d) occupation; (e) current employer; (f) whether they now or in the past have worked for a government agency, police, security or intelligence organization, if so what; (g) types of contact you have with them (i.e., phone, email, none etc), how often and date of last contact. (See Attachment (3))

FOREIGN SPOUSES AND THOSE IN A “SPOUSE-LIKE” RELATIONSHIP WITH A FOREIGN NATIONAL: The Department requires that a SF-85P and SF-85PS be completed on all foreign spouses and foreign national individuals that are in a “spouse-like” relationship with a Department applicant that requires a security clearance (secret or top secret.) This does not apply to individuals who are foreign born and now an U.S. citizen. This only applies to non-U.S. citizens. Please complete it in detail and provide it with your package. The SF-85P should also be completed back 10 years.

FINGERPRINT CARDS (FD258): Provide two completed cards. Ensure you fill in all the required sections and you and the person fingerprinting you sign the card. Please ensure the prints are rolled and you can see the “ridges” otherwise the cards will be rejected and another set obtained.

The objective of these instructions is to assist you in processing your package. A little time invested in obtaining all the required information will greatly enhance the subsequent processing of your clearance.
ATTACHMENT 2
(TO APPENDIX E, SECTION C)

PLEASE READ ALL THE FOLLOWING BEFORE COMPLETING YOUR SF-85P

MODERATE & HIGH RISK PUBLIC TRUST PROCESSING

To facilitate the processing of your public trust background investigation which is a requirement of the position for which you have applied, please complete the forms and/or submit the following information with you package. Standard Form 85P (Questionnaire for Public Trust Positions) and other appropriate documentation for public trust processing to include the SF-85PS, is imperative.

Although you may have to do some research to obtain the required needed information, it will help Diplomatic Security (DS) tremendously in expediting your security clearance background investigation. The following guidance is provided for your assistance in completing your package:

STANDARD FORM 85P (SF-85P): Every section of this form must be completed in detail and all signature pages with an original signature (where requested). Failure to complete the form properly or having the required signatures will result in your processing not being initiated until all information is received.

**Form must be completed going back 5 years for MODERATE RISK.** If you do not go back the appropriate number of years, it will slow down the processing time of your background investigation.

**Form must be completed going back 10 years for HIGH RISK.** If you do not go back the appropriate number of years, it will slow down the processing time of your background investigation.

Citizenship of yourself and “immediate” family members (spouse, children, mother, father, brothers and sisters). If you or any of your “immediate” family members were born outside the United States, please ensure you annotate on the form, or separate sheet of paper, the appropriate manner of how U.S. citizenship was obtained (i.e., naturalization, derived or born abroad of U.S. parents). Please provide copies of naturalization certificates, citizenship certificate or report of birth abroad for your parents, yourself, your children, brothers and sisters (if at all possible.)

A copy of a U.S. passport will suffice to show proof of U.S. citizenship. Which ever is available will be accepted. If you or your family members are not U.S. citizens and have an alien registration number from the INS, please provide that number. Your U.S. citizenship or legal status for you and your immediate family members has to be verified by DS.

All residences (the actual physical address – no P.O. Box number or APO address) need to be annotated. There should be no gaps in the months/years. If you were traveling for a couple of months, fully explain where you went and how long you were there. Annotate who can corroborate your travel and activities during these periods. Provide name address and contact phone number. All housing at colleges and universities should be listed separately by year. The specific building and room number should be annotated.

All employments should be listed in appropriate order and in detail. If there were periods of unemployment, those periods must also be annotated appropriately under code “7.” A listed verifier will also be listed with their name, address and contact phone number. **Periods as a full-time student do not need to be annotated in the employment section because that is listed under question 10 (where you went to school).** Remember no gaps between listed employments, unemployment, and school.

All former spouses will be annotated on a separate sheet of paper as there is an investigative requirement if you are processing for a High Risk Public Trust position. If the location of a former spouse is unknown, provide the name(s) and address(es) of your former in-laws too.

Selective service numbers are required for males born after December 31, 1959. If you do not know your selective service number, you can obtain it by calling 1-847-688-6888 and obtain the number from the automated system. Not registering for the Selective Service is a felony.

SIGNED CREDIT RELEASE: The DS 4002 is required to obtain a copy of your Credit Bureau Report. Credit check is required under the investigative standards.

One of the biggest problems with applicant is adverse credit. If you have or had adverse credit, please try to locate any documentation to support your claims during your interview. This could include letters sent to or received from creditors and copies of canceled checks etc.

COLLEGE TRANSCRIPTS: Please provide a copy of your college transcripts, if you have a copy.

FOREIGN RELATIVES: If you or your spouse have any foreign relatives whether residing in the U.S. or abroad, please provide a separate listing that includes the following: (a) their full names, dates and place of birth; (b) current address; (c)
country of citizenship; (d) occupation; (e) current employer; (f) whether they now or in the past have worked for a government agency, police, security or intelligence organization, if so what types of contact(s) you have with them (i.e., phone, email, none etc), how often and date of last contact. (See Attachment (3) above.)

FINGERPRINT CARDS (FD258): Provide two completed cards. Ensure you fill in all the required sections and that you and the person fingerprinting you sign the card. Please ensure the prints are rolled and you can see the "ridges" otherwise the cards will be rejected and another set obtained.

The objective of these instructions is to assist you in processing your package. A little time invested in obtaining all the required information will greatly enhance the subsequent processing of your clearance.
COR Pre-screening
The Contractor shall submit the resumes of all individuals being considered for jobs under this contract to the COR. The COR will conduct an initial screening for acceptability into the Contractor's screening process. The COR will notify the Contractor of the results of this pre-screening.

Contractor Screening
Note: The screening accomplished by the Contractor is intended to determine whether or not the applicant can satisfy the following:
- Ability to obtain the appropriate security clearance/public trust determination
- Ability to satisfactorily pass the DS training curriculum
- Ability to physically and mentally perform the duties of the position for which the applicant is applying
- Suitability to represent the US Department of State in on-duty and off-duty situations

The Contractor shall conduct a thorough screening of individuals accepted by the COR for the screening process. The Contractor's screening process shall include, but not be limited to:
- Available past work history
- Police records check, if available
- Review of DD 214, if applicant is ex-military
- Credit Check
- Psychological screening
- Physical fitness determination
- Medical check-up, including stress test

Selection of Candidates and Submission to COR
The Contractor shall review the results of the applicant screening and select those that pass the Contractor's screening criteria (Part of DS approved Contractor Screening Process, Sub-Service Area 4.3.1.2). Upon selection, the Contractor shall submit the list of candidates along with the results of the Contractor's screening process for each submitted individual, to the COR.
b. Guard personnel will, at all times, maintain a neat and clean appearance and, while on duty, be fully dressed in the prescribed guard uniform and equipment. Guards will be subject to inspection at any time.

c. The guards must not participate in or support any activities, which would be disruptive to the performance of their duties or would decrease the efficiency of the guard force operation.

d. Guard personnel will perform only those security duties identified by the guard portion of the WPPS contract, applicable Task Orders, and the AIC. Guards will not perform any other non-security related or unauthorized functions during duty hours, i.e., gardening, housekeeping chores, maintenance duties, or any other duty or act which distracts the guard from his/her intended purpose.

e. Where appropriate, guards will maintain in a neat, orderly, legible fashion, all log books, ledgers, record books, incident reports, or any other written record of duties performed or of any security event.

f. Guard personnel will not offer or divulge any information about Facility operations or personnel to anyone. Report immediately to their Supervisor and the AIC any attempt by individuals to solicit information regarding U.S. Government personnel or facilities.

g. The relief guard will take complete charge of duties from the guard he/she relieves, including the Post Log Books and all other equipment maintained at the post.

h. Guards will brief and pass on any special instructions to their relief guard concerning outstanding or significant events that occurred during the previous shift.

i. Guards will be alert to their surrounding area and report to the Senior Guard, Shift Commander or Supervisor any vehicles or individuals acting in a suspicious manner.

j. Guard personnel will control access to U.S. Government facilities and properties, protect life, maintain order, resist criminal attacks against Mission personnel, visitors, dependents and property, and resist any other form of violent attacks against same to include terrorist attacks all in accordance with Departmental and Mission policies.

k. Guard personnel will intercept, identify, and make the proper log entries for visitors and other appropriate persons to U.S. Government facilities. Further, guards will conduct inspections of persons, property, or vehicles, confiscate unauthorized items, and issue appropriate access control identification badges according to Departmental and Mission policies.

l. Guards will ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect. Guards will not hesitate to challenge persons who do not have proper identification or who attempt to avoid specified access control procedures or policies.

m. Guard personnel will conduct periodic, non-routine inspections of their areas of responsibility and immediately report any unusual incident or circumstances, or emergency situation to the Senior Guard, Supervisor or Guard Force Commander, and the AIC.

n. Guards will not leave their assigned post until a relief guard properly relieves them.

o. Guard personnel will maintain a high standard of professionalism while on duty. Guards will be polite and courteous in the performance of their duties. They will not use abusive language, be late for work, or be inattentive. Guard personnel will not act in any manner detrimental to the reputation of their company or the United States Government.

p. Guard personnel at U.S. Government facilities must be able to demonstrate a working knowledge of Post’s emergency action plans (fire, bomb, intruder, etc.). Basic training in emergency action response will be the responsibility of the Contractor.

q. Guard personnel will comply with all orders or instructions given to them by the Senior Guard, Shift Commander, Supervisor and the AIC.

r. Guards will not abuse their authority for personal or monetary gain.

s. Guard personnel will not gamble or engage in any illegal activity while on duty or while in uniform.

t. Guard personnel will not provide information about U.S. Government personnel or facilities to anyone without the specific approval of the AIC.

u. All guards will get a 15 minute break once every 4 hours during the 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 an appropriate time during tour of duty and shall be at a minimum 30 minutes in length. The guard on duty is responsible for ensuring a proper post relief takes place including passing all pertinent information and the turn over all post property prior to departing post. Guards who leave with post property will be responsible for returning it immediately.
4. Guard Conduct
   a. General and Post Orders: The local guards will follow the General Orders and Post Orders for each guard post.
   b. Report for Work: Guard personnel will be punctual in reporting for duty at least 15 minutes prior to the start of each shift. During this time, the guards will participate in Roll Call Training as directed by the Shift Commander. The oncoming relief will secure on time to insure their presence at the assigned posts.
   c. Honesty: The guards will not remove any item from an office, room, or compound, except under the instructions of his or her Supervisor, or the AIC.
   d. Proper Use of Official Time: Guards will remain alert and vigilant at all times. They will not nap or sleep on post, engage in personal conversations in person or on the telephone, read newspapers, watch TV or attend to any other personal business during duty hours. Engaging in any of these activities may be cause for immediate dismissal. The guards will report to the Guard Supervisor when their assignments are accomplished.
   e. Responsibility for Assigned Uniforms and Equipment: The guards are responsible for the uniforms and equipment assigned to them and for property and real items in their custody. The guards will wear clean, neat, and complete uniforms while on duty.
   f. Support of the U.S. and Host Government Relations: The guards must not become involved in any activities which would prompt public criticism, or cause discredit or interference with U.S. -Host Government Relations.
   g. Personal Activity on Post: The guards will not engage in any unofficial business on post; i.e., soliciting, canvassing, peddling, sales promotion of a commercial item, loan money for interest and etc.
   h. Sexual Harassment: Guard personnel will not engage in any conversation or activity that may be interpreted as sexual harassment against members of the opposite sex.
   I. Countermanding of Orders: Any countermanding of orders by anyone other than the AIC or his designated representatives, must be reported to the Guard Supervisor and to the PSG.
   j. Guard Post Bound Logs: To maintain the Post Log upon assuming duty, during the time assigned, and at the time of relief as prescribed in the General Orders.
   k. Incident Reports: To prepare immediately an Incident Report after observing a security incident. The Incident Report is given to the Guard Force Commander or Supervisor during post inspection.
   l. Report to the PSG: To report immediately to the AIC through the Senior Guard, Guard Force Commander or Supervisor any attempt to elicit information regarding any of the programs or personnel.
   m. Surveillance Detection: Guards will be aware of and attempt to detect surveillance directed at U.S. Government facilities and personnel. If surveillance is detected, the information will be entered in the Log Book and an Incident Report will be prepared. The Supervisor and AIC will be notified immediately.

5. Alcoholic Beverages/Narcotics and Dangerous Drugs
   a. The drinking of intoxicating beverages on duty, or eight hours prior to assuming duty by guard personnel, is prohibited. Any guard who is incapacitated, or who has consumed alcoholic beverages during this period, will not be posted on duty. Guards will not drink alcoholic beverages on duty or off duty while in uniform.
   b. Relief by an intoxicated person is prohibited. If a guard has reason to believe that their relief is intoxicated, they will not allow themselves to be relieved and will immediately notify the Senior Guard, Guard Force Commander or Supervisor.
   c. The use of illegal substances, such as narcotics, dangerous drugs, marijuana, hashish, etc., at any time, by members of the guard force, is strictly prohibited. Any guard who is observed using, or possessing an illegal substance shall be removed from the Local Guard Force immediately.
   d. When a guard is required to take medication on the order of his/her physician, the Guard Supervisor must be notified. Where it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard will be prohibited from being assigned to post.

6. Roll Call Training
Roll Call Training will be conducted for ten to fifteen minutes when the guards report for duty. The training will emphasize retention of learned skills. The Guard Force Commander or the Supervisor is responsible for Roll Call for his/her shift on a daily basis. Subjects for Roll Call Training may include surveillance detection, bomb search methods, baton and handcuffing training, body search methods and review of General and Post Orders.
7. Post Logs

Each guard post is provided with a Post Log. Post Logs provide specific instructions relative to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the Post Log in the following manner:

a. Upon assuming the duty, the guard must enter the time, date, and his/her name.

b. Upon assuming duties at a post, the relief guard will inspect the post to insure that all guard equipment and supplies are present, and that all guard/security equipment is in good working condition. Such equipment may include telephones, radios, flashlights, vehicle inspection mirrors, hand-held metal detectors (HHMDs)/walk-through metal detectors (WTMDs), CCTV monitors, and vehicle barriers. Any malfunctioning or broken security equipment will be noted in the Post Log and will be reported to the Guard Force Commander or Supervisor immediately, and an Incident Report prepared.

c. During the time assigned, the guard is required to note the time and make an entry as to the nature of any event considered to be of a security nature. Examples are: an attempt to enter the facility or destroy government property by an outsider; and direct attacks by force on the guard post or guard personnel.

d. Where any security event occurs, the guard:
   (1) Notifies his Supervisor and others as instructed in the Post Orders.
   (2) Makes the appropriate entry in the Post Log.
   (3) Prepares an Incident Report.
   (4) Reports orally to the Guard Force Commander or Supervisor at the time of the next post inspection and provides him/her the Incident Report.

e. During the time assigned, when the Supervisor provides specific instructions for the guard, such instructions are to be entered in the log, with the time indicated when they are received.

f. If, at any time, a guard is relieved on post for any reason, the guard assigned in relief must enter the time, his/her name, and the reason for the relief.

g. At the end of the assigned tour of duty, the guard must initial the log, assuring that all entries have been made properly during his period of assignment.

h. Guards will not falsify or unlawfully conceal, remove, mutilate or destroy any official document such as Post Logs or Incident Reports.

8. Responsibility of the Shift Supervisor

The Shift Supervisor is responsible for assuring the Post Logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions. At such time that the Shift Supervisor (or Post Inspector) visits a guard post he must:

a. Inspect the guard post
b. Examine the Post Log
c. Enter the time
d. Sign his/her name attesting to the fact that he/she has successfully completed his/her inspection and that there have been no deficiencies.

9. Official Incident Report

a. An Incident Report will be prepared in all cases where an incident arises which are not of a routine nature. The report will be available to the AIC within 24 hours of the incident.

b. An Incident Report will be prepared as a supplemental report to the required entries in the Post Log. In no case will they be utilized in lieu of an entry in the Post Log.

c. It is important that all available information be recorded. Frequently, this is the sole source of information on which a more complete investigation can be based. Accuracy is of prime importance in all cases.

d. When it appears that immediate action is required concerning any incident, which arises, the Guard Supervisor, the Guard Force Commander, the Security Control Center (SCC) and the PSG will be notified at once.

10. Salute

Guard personnel are not to salute pedestrians or vehicles.
11. Identification of Persons

All staff members or employees of the Facility are required to show proper identification or authorization before being permitted to enter the Compounds. Proper Identification to the Facility will be one of the following:

a. U.S. Embassy ID Card
b. U.S. Department of State ID Card
c. Current U.S. Military ID Card or Department of Defense (DoD) Dependent ID Card
d. All U.S. Passports
e. Passes authorized by the PSG

12. Improper Identification Card or No Identification Card

a. In the case of a person without an ID card or a person in possession of a card which differs from those listed in Section (11), the guard shall contact SCC on duty or AIC and state the circumstances involved.

b. When notified that a visitor has arrived at the post, the guard will contact SCC on duty or AIC who will give permission for the visitor to proceed.

13. Telephone and Radio Communication

a. The guard while on duty and handling official telephone calls or inquiries, will be courteous and polite and assist the caller if possible. All official information calls and inquiries will be referred to the proper person or the SCC on duty.

b. Requests from Host Government Law Enforcement Agencies concerning personnel will be limited to acknowledging that the person is a member of the Facility staff only. If persons other than Facilities employees request telephone numbers, the caller will be referred to the SCC on duty.

c. The telephone located on guard posts and radios issued to the guards or the guard posts, will be used for official business only.


The guards shall be observant of all employees or visitors departing the facility compounds to prevent unauthorized removal of any U.S. Government property. A memorandum signed by the American supervisor will properly authorize any property being removed from the official facilities by Foreign Nationals or Third Country Nationals. The memorandum shall be retained by the guard and delivered to the Guard Force Commander or Supervisor at the time of his/her next post inspection. Additionally, Guard shall document in the post logbook entry, any property being removed from the official facilities by Foreign Nationals or Third Country Nationals.

15. Safeguarding Official Information, Records, and Documents

The guards shall not disclose official information, records, and documents to unauthorized personnel. The guards shall not discuss the nature of their duties, nor repeat to others what they may have seen or heard while on duty except as necessary to conduct their duties. The guards shall provide correct and valid information and documents required in connection with their duties only to the Guard Force Commander and Guard Supervisor. Should the guards be questioned as to their duties by unauthorized personnel, they shall bring it to the attention of the AIC through the Guard Supervisor immediately.

16. The Use of Force

The use of force is defined as the physical application of violence upon or against a person in any way including the use of the baton. The baton (nightstick) serves as a defensive weapon for the guards. Its use by the guards is defined as follows:

a. The baton will only be used after all non-violent efforts are exhausted to quell a disturbance at any post manned by the guards.

b. It will only be used to protect the guard or persons on the post from actual bodily harm by another person or persons. The oral threat of bodily harm is insufficient justification for the use of the baton.

c. Abusive and/or obscene language directed at the guard or a third party is insufficient justification for the use of the baton.

d. Any person attempting to strike the guard, in the performance of duty or to forcibly detain him, causing a serious disturbance on the post by striking or assaulting the guard or another party, or in any way causing injury, constitutes sufficient justification to use the baton.
Only the minimum use of force necessary for the restoration of order is authorized.

17. The Use of Deadly Force

The use of deadly force is defined as the application of lethal force by use of a firearm upon a person attempting to inflict bodily harm to or threatening the life of the guard or another person.

The use of a firearm by local guards serves as a defensive weapon. The guard’s use of a firearm to apply Deadly Force is justified as follows:

a. Deadly Force will only be used after all non-violent efforts are exhausted to stop a life threatening disturbance at any post manned by the guards.

b. Deadly Force will only be used to protect the life of the guard or person on the post from lethal bodily harm by another individual or individuals. The oral threat of bodily harm is insufficient justification for the use of Deadly Force.

c. Abusive and/or obscene language directed at the guard or another individual is insufficient justification for the use of Deadly Force.

d. Any person attempting to use lethal force on a guard, or lethally assaulting the guard or another individual, or in any way causing the death of another individual, constitutes sufficient justification for the use of Deadly Force.

e. The use of Deadly Force represents the last resort by a guard for the restoration of order.

18. Fire Prevention and Reporting

The guards should frequently review the General and Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are followed in order to minimize the emergency. More specific instructions, concerning emergencies, for each guard post are in the Post Orders.

a. General: The objectives of fire prevention and reporting, in the order of their importance are to:

   (1) If the guard discovers a fire, he/she should report it immediately and request assistance; inform SCC or activate the fire alarm, prior to attempting to extinguish the fire.

   (2) Prevent the fire from starting.

   (3) Inform employees in the immediate vicinity of the fire and order them to evacuate the area immediately.

   (4) Prevent the loss of life and property in case a fire should start.

   (5) Confine the fire to its place of origin.

   (6) Secure all elevators, return to ground floor and throw “Emergency Stop” switches within the elevators.

b. Preventive Measures:

   (1) Proper fire prevention measures, coupled with common sense will prevent most fires from starting. It is imperative that the guard constantly be on the look out for fire hazards, particularly in waste cans and electrical equipment. Overloaded electrical outlets are among the leading causes of fire. Whenever a fire hazard is discovered, it will be immediately reported to the SCC, and the AIC through the Supervisor. Appropriate entries are to be made in the Post Log and an Incident Report will be prepared.

   (2) Know where the various types of fire extinguishers are located, particularly those nearest to the guard’s assigned post. Know which is appropriate for the type of fire being fought.

c. Know Whom to Contact:

   The following contacts shall be made in case of fire:

   (1) Fire Department:

   (2) The SCC and the AIC through the Guard Force Commander or Supervisor.

   d. Sounding Alarm: Once a fire is discovered, the first thing the guard(s) must do is to sound the fire alarm. Any person available may be instructed to sound the alarm while the guards carry out the instructions set forth in the preceding paragraphs. If an alarm system is not available, the guard(s) must shout “fire.”

   e. All guards will read and must have full knowledge of the Facility Fire Plan.

a. If a bomb or incendiary device, or what may have the appearance of a bomb or incendiary device, is discovered, the guard(s) should immediately clear the area and notify the SCC and the AIC through the Supervisor.

Under no circumstances should the guard touch or in any way disturb the suspicious article or package. DO NOT TOUCH or move any item suspected of being a bomb or incendiary device. The guard(s) should stand by to prevent its being touched or disturbed by other persons. Employees working in the area where the suspicious article or package is located should be evacuated until the cause of the danger is removed. The general rule to follow is: "Clear the immediate area and call the appropriate authorities."

b. Explosive disposal assistance can be obtained by calling the SCC.

c. Should the guard(s) on duty receive a bomb threat from any source, he/she will immediately contact the SCC and the AIC through the Shift Commander or the Supervisor. If the guard receives a bomb threat, the guard will try to determine where the bomb is located, when the bomb is set to detonate, what it looks like, who placed the bomb and why the bomb was placed. The most important information is when the bomb is set to detonate and where the bomb is located. Other information like the description of the voice and background noise is important for the guard to determine. This information will be reported in the Post Log and an Incident Report prepared.

d. Should a bomb explode on or near the guard post, keep the area clear of people. REMEMBER, DURING THE CONFUSION OF A BOMB BLAST, THE GUARDS MUST STILL PROVIDE SECURITY FOR EMPLOYEES OR OTHER PEOPLE IN THE AREA.

e. The guards will not allow anyone to enter the Embassy compound or other official facilities, who has an open or concealed firearm, knife, explosive or any other type of weapon in his/her possession except for authorized personnel. The guards will be especially watchful for attempted entry of firearms or explosives under cover. In the event such devices are detected, the guard will immediately report it to the SCC and the AIC through the Shift Commander or the Supervisor.

Failure to comply with any General Order will result in the permanent removal of the delinquent guard.

20. Chemical and/or Biological Awareness and Countermeasures

a. All guard personnel shall stay on alert for indications of Chemical and/or Biological Attack or Agent, which could include the following:

(1) Unusual liquid sprays or vapor, suspicious devices, unexplained droplets, or oily film on surfaces.

(2) Unexplained odors or low flying clouds/fog unrelated to weather, some of which would be similar in scent to bitter almonds, peach kernels, newly mown hay or green grass.

(3) Large numbers of strange or un-seasonal insects or vermin not typical for the time of day or year.

(4) Individuals displaying symptoms of nausea, difficulty breathing, convulsions, disorientation or patterns of illness inconsistent with natural disease, unexplained blisters or rashes or sudden difficulty in seeing, especially dimness of vision while in broad daylight.

(5) Unexplained casualties.

If any of the conditions identified above are discovered, the guard(s) must immediately clear the area and notify the SCC and the AIC through the Supervisor.

The guard must not touch or in any way disturb the suspicious article or package. DO NOT TOUCH or move any item suspected to be a possible chemical and/or biological device. The guard(s) should stand by to prevent its being touched or disturbed by other persons. Employees working in the area should be evacuated until the cause of the danger is removed. The general rule to follow is: "Clear the immediate area and call the appropriate authorities."

b. If the guard(s) on duty receives a chemical and/or biological threat from any source, the guard must immediately contact the SCC and the AIC through the Guard Force Commander or the Supervisor. Relay all pertinent information, including the type of chemical and/or biological agent, the location and time of the attack, if known, the description of the voice and background noise is important. This information will be reported in the Post Log and an Incident Report prepared.

c. If a chemical and/or biological threat or attack occurs, keep the area near the guard post clear of people. REMEMBER, DURING THE CONFUSION OF THIS TYPE OF ACT, THE GUARDS MUST STILL PROVIDE SECURITY FOR EMPLOYEES OR OTHER PEOPLE IN THE AREA.

d. The guards will not allow anyone to enter the Facility compound or other official facilities, who has an open or concealed firearm, knife, explosive or any other type of weapon or container that could carry chemical and/or biological agents in powder, liquid,
5. **DS Training Curriculum/Diplomatic Security Training Center (DSTC) Lesson Plans/Contractor Training Plans**

5.1 **Curriculum**

   a. The outline of the DS training curriculum is provided in Attachment I to this appendix.

   b. Only DS approved training curriculum and DSTC Lesson Plans shall be used for training in DS personal protection/security procedures.

   c. The Contractor shall maintain and update the training curriculum as follows:
      - Minor updates shall be at Contractor expense
      - Major updates shall be subject to negotiation between DS and the Contractor

5.2 **Lesson Plans**

The Contractor shall develop Training Plans that satisfy the DS Training Curriculum and (Attachment I to Appendix G. In the case of conflict the DSTC Training Curriculum takes precedence over the Contractor Training Plans.

5.3 **Contractor Training Plans**

Using the DS training curriculum as a source, the Contractor shall develop training plans for all of the courses described in this statement of work. The Contractor training plans shall satisfy the following specifications for format, and content.

5.3.1 **Contractor Training Plan Format**

Training Plans, prepared in accordance with Task Order instructions, shall be equal to or better than those used by DSTC. (See Attachment I to this appendix for a sample of a training schedule incorporated into training plans.) The Contractor shall develop two versions of each training plan. One version shall be the participant’s version. The other shall be the instructor’s version. The instructor’s versions of the training plans shall provide guidance to the instructors, e.g., teaching points (points to be emphasized), special instructions, safety reminders, placement of slides/viewgraphs or other material and/or equipment. These notes shall be placed where appropriate throughout the training plans. Note: Best practice indicates that Instructor’s Notes should be inserted into text boxes formatted with a border and a 10% grey shading to make them stand out and easily read.

5.3.2 **Content**

The Training Plans shall, at a minimum, address the following:

A. What is the subject of the instruction?
B. How will course be introduced? This section shall contain opening statements, the instructor’s background, benefits of the subject to the student, and a training overview.
C. What are the terminal and enabling performance objectives? (What must student(s) know or perform at the end of this period of instruction?)
D. What is each of the module learning objectives? (What must the student know or be able to perform at the end of each chapter, each teaching point to be covered, and schedule of activities?)
E. Who are the students?
F. What is the maximum or minimum number of students?
G. How much time is required to deliver this instruction?
H. What is the method of instruction? (This must be an explicit, step-by-step description of the set-up and conduct of the training)
I. Description of exercises. Each module shall indicate whether or not there are any chapter exercises. If there are any exercises, a step-by-step description of the exercises shall be provided, including practical (classroom) and/or laboratory or field exercises to be conducted. The descriptions shall include the complete exercise scenario, standards, exercise conditions, and pass/fail criteria. The enabling objectives that the exercises support must be clearly identified. If there is no practical exercise in the chapter, the word “NONE” shall be written. If there is no laboratory or field exercise in a chapter, the word “NONE” shall be written.
J. Each module must indicate whether or not there is an assignment that supports the main teaching points of the chapter. If there is a module assignment, it shall be described in detail. If there is no assignment in this section, the word “NONE” will be written.
K. What types of locations are required?
L. What equipment/logistics are needed?
M. What audio visual media are used?
N. What audio visual equipment is needed?
O. What kind of training aids and materials are needed?
d. Miscellaneous Gear. The Contractor shall provide all other miscellaneous gear, such as, but not limited to:

- Holsters
- Handcuffs
- Fanny packs
- All blank firing firearms,
- Blank ammunition
- Flash bang distraction devices
- Electronically activated smoke canisters used in attack scenarios
ATTACHMENT 2
(TO APPENDIX G, SECTION C)

Instructor Resume Form

NAME:
ADDRESS:
TELEPHONE #’S:
DATE/PLACE OF BIRTH:
CITIZENSHIP:
CURRENT OCCUPATION:
EMPLOYER:
HEIGHT:
WEIGHT:
CLEARANCE LEVEL (if any):
SKILLS TO BE TAUGHT:
EXPERIENCE SUMMARY:

DETAILED WORK HISTORY (last ten years for all skills):

DATES:
NAME OF EMPLOYER:
ADDRESS OF EMPLOYER:
SUPERVISOR:
SUPERVISOR TELEPHONE:
SUPERVISOR E-MAIL ADDRESS:
NARRATIVE OF JOB DUTIES (id specific responsibilities):

SPECIFIC PROTECTIVE SECURITY EXPERIENCE (additional information if applying for a Protective Security Instructor position):

DATES (to-from):
NAME OF EMPLOYER:
ADDRESS OF EMPLOYER:
IMMEDIATE SUPERVISOR:
SUPERVISOR TELEPHONE:
SUPERVISOR E-MAIL ADDRESS:
FULLY IDENTIFY PROTECTEE, DUTIES AND RESPONSIBILITIES WHILE ON PROTECTIVE ASSIGNMENT:
(include size and configuration of detail and motorcade, indicate whether detail was armed or unarmed)

EDUCATION/TRAINING:

DATES:
NAME OF INSTITUTION:
ADDRESS OF INSTITUTION:
TELEPHONE OF INSTITUTION:
DIPLOMA/DEGREE OBTAINED:
INSTRUCTOR CERTIFICATIONS

DATE:
INSTITUTION:
ADDRESS OF INSTITUTION:
TELEPHONE NUMBER OF INSTITUTION:
COURSE:
CERTIFYING OFFICIAL:
(PROVIDE COPIES OF CERTIFICATES)
ATTACHMENT 4
(TO APPENDIX G, SECTION C)

Sample Lesson Plan Outline

LESSON TITLE

I. Lesson Overview

A. Method/Length of Instruction – Type(s) of instructional method (lecture, demonstration, role play, small group, etc.) to be used in teaching this class and the time required.

B. Description – General overview of the entire block of instruction. ("Why are we here today")

C. Terminal Performance Objective (TPO). (The overall purpose of the lesson, broken down into three parts:
   • what the student should be able to do when finished;
   • the conditions they must do it under; and
   • how we will know they did it correctly.)

D. Enabling Performance Objectives (EPO). (The specific steps we are going to take to achieve the TPO.)

E. Special Requirements – List any specific classroom, equipment, environmental, or safety concerns associated with this lesson. (projector for Powerpoint, safety glasses, hearing protection, protective floor mat, REDMAN gear, etc.)

F. Method of Evaluation – Describe how the students will be tested to ensure mastery of material that was instructed. (written test, practical exam, physical assessment, workbook assignment, etc.)

G. Instructional Aides – List the instructional materials needed for the students (supplies, handouts, textbooks, etc.).

H. Reviewed by: (date and signature/Subject Matter Expert & CISD staff)

I. Approved by: (date and signature/Branch or Division Chief)

J. Instructed by: (date and signature/Instructor)
II. Presentation

Introduction and opening statement.

Background of the instructor. (If the first time with this class).

Benefits to the students. ("Why the students should listen to the instruction.")

EPO #1

First teaching point.
Second teaching point.
Third teaching point.

EPO #2

First teaching point.
Second teaching point.
Third teaching point.

EPO #3

First teaching point.
Second teaching point.
Third teaching point.

(Continue as needed)

NOTE: Notes for the instructor's guidance can be placed where appropriate throughout the lesson plan. The box containing these notes will usually be formatted with a border and a 10% gray shading to make it stand out and be easily read.

II. Review

A. Review the Terminal and all Enabling Objectives. ("What we just learned.")

B. Application of the instruction (if required).
   - Written examination.
   - Laboratory or field exercise.
   - Practical exercise.
   - Workbook assignment.

III. Follow-on Assignment

A. If there is no assignment in this section, the word "NONE" will be written. If there is an assignment, it will be described in detail. (homework)
APPENDIX Q
TO SECTION C

STANDARDS OF CONDUCT

The Contractor shall notify the COR of all misconduct incidents by providing an incident report that delineates the incident. The report must include recommendations for disciplinary action. All incident reporting will be required within (24) twenty-four hours of the incident's occurrence.

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employees. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Contractors must, at all times, use politeness and courtesy when dealing with U.S. citizens, U.S. military personnel, coalition forces, TCNs, host country citizens, and all others with whom Contractors shall have communications.

The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. Upon written direction of the COR or CO, the Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government. This cost to the Contractor shall include, but not be limited to, repatriation of the terminated employee, all training and deployment costs of the replacement employee, and other General and Administrative (G&A) overhead costs for the replacement.

1. Appearance

The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. The Contractor shall ensure that contractor personnel at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, clothing, and equipment.

2. Clothing and Personal Equipment

The Contractor's employees shall wear clean, neat, and complete civilian clothes or other dress as appropriate, when on duty. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repairing clothing worn by contract personnel while performing their duties.

3. Neglect of Duties

Neglect of duties is considered unacceptable performance under this contract. This includes 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.
4. Disorderly Conduct

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 protective detail operations is also considered unacceptable performance and shall be grounds for termination from this contract.

5. Drug Screening

The Contractor shall conduct standard medical drug screening both prior to training of contractor employees and randomly at least once every six months during employee performance under this contract. “Random drug screening” is defined as unannounced and immediate submission of an appropriate contractor employee sample (i.e., urine, blood, hair, etc.) without prior notification. Contractor employees testing positive shall have the right to submit to a second examination immediately upon notification that he/she has failed the first drug test. A positive drug test indicating use of drugs other than medication provided by a physician for the employee shall result in immediate termination of the employee; and the Contractor shall bear all costs for repatriation and replacement of the employee.

6. Intoxicants

The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects. This includes medication legally prescribed by a physician to the contractor employee when it may affect judgment and endanger the safety of others in the event of an emergency.

7. Consumption of Alcohol

Contractor employees shall not drink alcoholic beverages while on duty or at least six (6) hours before a period of duty.

8. Relief by an Intoxicated Person

If contractor personnel have reason to believe that his or her relief is intoxicated or under the influence of alcohol or intoxicants, that individual shall not allow the relief to proceed. The Detail Leader shall immediately consult with the RSO.

9. Narcotics

The Contractor shall not allow its employees to use narcotics or other controlled substances without a prescription from a licensed physician.

10. Use of Prescription Drugs

Any contractor/subcontractor personnel using prescription drugs shall report this condition to a supervisor before assuming duty or reporting to work. Any contractor/subcontractor personnel found to be using illegal drugs or prescription
drugs without a prescription will result in immediate termination and may be subject to legal action/prosecution.

11. Contact with Third Country Nationals

There may be contact with nationals from countries identified by the Department of State as a critical counterintelligence threats. The contractor must report to the RSO any attempt by such nationals to establish recurring contact or a close personal association beyond professional or personal courtesies. Contractors must receive a counterintelligence briefing from the RSO and follow Department reporting guidelines available from RSO.

12. Activities Specifically Prohibited

The following activities are specifically prohibited for personnel while armed:

a. Careless or irresponsible behavior;

b. Careless or unnecessary display of a firearm in public;

c. Dry-firing or practicing quick draws other than during training or qualification practice;

d. Threatening a person, or making an unwarranted allusion to being armed, in any situation not directly related to an official purpose;

e. Consumption of any alcoholic beverage while armed, or six hours prior to being armed, or at any time prior to being armed sufficient to impair a person’s judgment or ability to perform his or her duties;

f. Use of medications or drugs that may impair judgment or ability while on duty;

g. Carrying or using any firearm, ammunition, or related equipment not specifically issued or approved by the Department of State; and

h. Carrying or using a modified firearm not previously approved by the DS armorer.

13. Criminal Actions

Contractor employees may be subject to criminal charges 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
Knowledge of, participation in, or profiting from any sexual activities which would be illegal within the United States or in the Host Country
Organizing or participating in illegal gambling in any form
Misuse of lethal and non-lethal weapons

14. Acknowledgment

All contractor employees shall sign a certification prior to issuance of firearms in-country that their employment shall be dependent upon compliance with this policy, and violation shall be terms for immediate termination for cause. Violation of this requirement shall immediately be reported to the RSO and the employee shall be immediately terminated from employment. The Contractor shall bear all costs for repatriation and replacement of the employee.
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<td>Heat Shrink, Assorted Sizes</td>
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<td>Quick Booster Kit</td>
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<td>Snap-on Engine ECU Analyzer-</td>
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<td>Fuel Pressure Check Gauge</td>
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<td>GM Fuel Line Special Tool</td>
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<td>Air Compressor Outlet, for Each Bay</td>
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<td>Big Industrial Water Cooler Shop Fan</td>
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<td>Electrical Outlet for Each Bay</td>
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<td>Exhaust Vacuum and Vent System</td>
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<td>In-line Water/Oil Separator</td>
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<td>Press Assembly, 20-ton</td>
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<td>Anti-freeze, GM</td>
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<td>Bearing Grease</td>
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<td>Brake Fluid, Domestic Vehicle</td>
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<td>Brake Fluid, Foreign Vehicle</td>
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<td>Distilled Water</td>
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<td>Gear Oil, 80/90 W</td>
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<td>Lock-type Liquid</td>
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<td>Penetrating Oil, WD-40</td>
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<td>Silicon, General Purpose (Black)</td>
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<td>Silicon, Petroleum Resistance (Blue)</td>
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<td>Transmission Fluid, GM</td>
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<td>Windshield Pinch Weld Seal</td>
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<td>Tire Inflator Tools</td>
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<td>Eye Wash Station</td>
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<td>6</td>
<td>Fire Blanket</td>
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<td>First Aid Kit</td>
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<td>9</td>
<td>Flammable Trash Can, with Lid</td>
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<td>10</td>
<td>Flammable Wall Locker/Cabinet</td>
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<td>Ford Special Tool Kit</td>
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<td>Drop Light</td>
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<td>Electric Welder</td>
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<td>Funnel, Large</td>
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<td>Funnel, Small</td>
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<td>45</td>
<td>Funnel, with Flexible Hose</td>
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<td>Gasket Material, Paper Thick</td>
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<td>Gasket Material, Paper Thin</td>
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<td>Gear Oil Suction Gun</td>
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<td>Grease Gun, Manual</td>
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<td>Grease Gun, Pneumatic</td>
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<td>51</td>
<td>Hacksaw</td>
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<td>Hacksaw Blade Set</td>
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<td>53</td>
<td>Hammer, 3-pound</td>
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<td>54</td>
<td>Hand Cleaner</td>
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<tr>
<td>55</td>
<td>High Pressure Washer/Cleaner</td>
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<td>56</td>
<td>Inch-Pound Torque Wrench (Snap Type)</td>
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<tr>
<td>57</td>
<td>Jack, Hydraulic, 10-ton</td>
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<tr>
<td>58</td>
<td>Jack Stand, 7.5-tons</td>
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<td>59</td>
<td>Jerry Oil Can (Mechanical)</td>
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<td>60</td>
<td>Jumper Cable</td>
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<td>61</td>
<td>Line Wrench Set</td>
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<tr>
<td>62</td>
<td>Master Mechanic Tool Kit</td>
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<td>63</td>
<td>Magnetic Pickup Tool</td>
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<tr>
<td>64</td>
<td>Oil Absorbent</td>
</tr>
<tr>
<td>65</td>
<td>Oil Drain Pan, 7-quart (Large)</td>
</tr>
<tr>
<td>66</td>
<td>Oxygen and Acetylene Torch Set</td>
</tr>
<tr>
<td>67</td>
<td>Plumber Tape</td>
</tr>
<tr>
<td>68</td>
<td>Portable Grinder, Electric</td>
</tr>
<tr>
<td>69</td>
<td>Puller Kit, Heavy Duty</td>
</tr>
<tr>
<td>70</td>
<td>Pry Bar, 36-inch</td>
</tr>
<tr>
<td>71</td>
<td>Rags</td>
</tr>
<tr>
<td>72</td>
<td>Rivet Gun, Heavy Duty</td>
</tr>
<tr>
<td>73</td>
<td>Rubber Surgical Type Gloves</td>
</tr>
<tr>
<td>74</td>
<td>Seal Removal Kit</td>
</tr>
<tr>
<td>75</td>
<td>Shop Towels</td>
</tr>
<tr>
<td>76</td>
<td>Sled Hammer, 5-pound</td>
</tr>
<tr>
<td>77</td>
<td>Sponges, for Car Wash</td>
</tr>
<tr>
<td>78</td>
<td>Steel Shelving Cabinet, Adjustable</td>
</tr>
<tr>
<td>79</td>
<td>Storage Bins, with Drawers</td>
</tr>
<tr>
<td>80</td>
<td>Street Push Broom</td>
</tr>
<tr>
<td>81</td>
<td>Syringe</td>
</tr>
<tr>
<td>82</td>
<td>Tanker Bar (at least 48-inch long)</td>
</tr>
<tr>
<td>83</td>
<td>Tap and Die, Metric</td>
</tr>
<tr>
<td>84</td>
<td>Tap and Die, SAE</td>
</tr>
<tr>
<td>85</td>
<td>Temperature/Heat Laser Gun</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------</td>
</tr>
<tr>
<td>24</td>
<td>Spark Plug Wire</td>
</tr>
<tr>
<td>25</td>
<td>Starter</td>
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<tr>
<td>26</td>
<td>Steel Rim</td>
</tr>
<tr>
<td>27</td>
<td>Tail Light Bulbs</td>
</tr>
<tr>
<td>28</td>
<td>Tie Rod End</td>
</tr>
<tr>
<td>29</td>
<td>Tire</td>
</tr>
<tr>
<td>30</td>
<td>Transmission Filter</td>
</tr>
<tr>
<td>31</td>
<td>U Joint, Front</td>
</tr>
<tr>
<td>32</td>
<td>U Joint, Rear</td>
</tr>
<tr>
<td>33</td>
<td>Windshield (AV)</td>
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<tr>
<td>34</td>
<td>Wiper Blades</td>
</tr>
<tr>
<td>Item</td>
<td>Equipment</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
</tr>
<tr>
<td>9</td>
<td>Burn Gel Dressing, 2x6-inch, Water Jel</td>
</tr>
<tr>
<td>10</td>
<td>Burn Gel Dressing, 4x4-inch, Water Jel</td>
</tr>
<tr>
<td>11</td>
<td>Burn Gel Dressing, 4x16-inch, Water Jel</td>
</tr>
<tr>
<td>12</td>
<td>Burn Gel Ointment, 1/8-ounce Packages</td>
</tr>
<tr>
<td>13</td>
<td>Blood Pressure Cuff with Glow-in-Dark Gauge</td>
</tr>
<tr>
<td>14</td>
<td>Benzoine Tincture, Swabs</td>
</tr>
<tr>
<td>15</td>
<td>Betadine Solution, 1-ounce</td>
</tr>
<tr>
<td>16</td>
<td>Chest Tube with Heimlich Valve</td>
</tr>
<tr>
<td>17</td>
<td>Cloth Tape, 2-inch</td>
</tr>
<tr>
<td>18</td>
<td>Combine Dressing, 5x9&quot; ABD Pads</td>
</tr>
<tr>
<td>19</td>
<td>CO2 Detector</td>
</tr>
<tr>
<td>20</td>
<td>Curved Kellys, 5.5-inch</td>
</tr>
<tr>
<td>21</td>
<td>Gauze, 2x2-inch, 4-ply</td>
</tr>
<tr>
<td>22</td>
<td>Hand Wash Towelettes</td>
</tr>
<tr>
<td>23</td>
<td>Laryngoscopes Bulbs, Medium</td>
</tr>
<tr>
<td>24</td>
<td>Light Stick, 12-hour</td>
</tr>
<tr>
<td>25</td>
<td>Magill Forceps, 9¾-inch</td>
</tr>
<tr>
<td>26</td>
<td>Nasopharyngeal Airway, 30FR, 32FR</td>
</tr>
<tr>
<td>27</td>
<td>Nitrile Gloves</td>
</tr>
<tr>
<td>28</td>
<td>Normal Saline Wound Irrigation, 75ml</td>
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<tr>
<td>29</td>
<td>Penrose Drain (Tourniquet)</td>
</tr>
<tr>
<td>30</td>
<td>Spray Adhesive</td>
</tr>
<tr>
<td>31</td>
<td>Stethoscope</td>
</tr>
<tr>
<td>32</td>
<td>Stiff Neck Adjustable C-collar</td>
</tr>
<tr>
<td>33</td>
<td>Swift Wrap Elastic, 4&quot; x 5 yards</td>
</tr>
<tr>
<td>34</td>
<td>Tape, Adhesive, 3-inch</td>
</tr>
<tr>
<td>35</td>
<td>Telfa Pads, 2x3-inch</td>
</tr>
<tr>
<td>36</td>
<td>Tongue Depressors</td>
</tr>
<tr>
<td>37</td>
<td>Trachea Tube Clamb.</td>
</tr>
<tr>
<td>38</td>
<td>Trauma Dex Clotting Agent, 5-gram Packs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Trauma Medical Kit (One per Vehicle)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asherman Chest Seal</td>
</tr>
<tr>
<td>Berman Airway Large</td>
</tr>
<tr>
<td>Burn Gel, 4x16-inch</td>
</tr>
<tr>
<td>Cloth Tape, 2-inch</td>
</tr>
<tr>
<td>Combine Dressing, 5x9-inch</td>
</tr>
<tr>
<td>Emergency Fast Action Card</td>
</tr>
<tr>
<td>EMT Trauma Shears 7½-inch</td>
</tr>
<tr>
<td>Hemostats</td>
</tr>
<tr>
<td>Israeli Bandage, 4-inch</td>
</tr>
<tr>
<td>Israeli Bandage, 6-inch</td>
</tr>
<tr>
<td>IV Lactated Ringers INJ, 500cc</td>
</tr>
<tr>
<td>IV Start Kits, Complete</td>
</tr>
<tr>
<td>Krinkle Gauze, Kerlix 4.5-inch</td>
</tr>
</tbody>
</table>
### Itemized List of Medical Supplies

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Source</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Needle Decompression Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Nitrile Gloves, Per Packed Pair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>One Handed Tourniquet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Petrolatum Gauze, 3x9-inch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>SAMS Splint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Sanidex Wipes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Swift Wrap Elastic, 4” x 5 yards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Swift Wrap Elastic, 6” x 5 yards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Trauma Dex, 5 gms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Trauma Dressing, 10x30-inch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Triangular Bandage, 37-inch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Vehicle Trauma Bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Contractor Furnished Equipment (CFE) for Housing - Man Camp

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Part Number</th>
<th>Source</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ax, Half Hatchet, 2-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bolt Cutter, General Purpose, Center Cut, 42-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Club Hammer, Short Handle, 3-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cold Chisel, Hand, 9½-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fire Ax, with Pick Head, 2/3-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Flat Point Shovel, Fiberglass, Long Handle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Hacksaw, Heavy Duty, 12-inch Blade, 5 Blades</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Hammer with Fiberglass Handle, 1½-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Hard Hats, Polyethylene</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Hydraulic Jack, Hand, 12-ton</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Knee Pads, Rubber Cushion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Pick Mattock, Wood Handle, 5-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Pry Bar, Heavy Duty, 30/36-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Pry Bar, Wrecking/Wedge end, 60-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Round Point Shovel, Fiberglass, Long Handle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Safety Gloves, Vinyl, Full Vent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Sledge Hammer, Fiberglass Handle, 10-pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Work Gloves, Cowhide Palm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contractor Furnished Equipment (CFE) - Office

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Conditioning Unit</td>
</tr>
<tr>
<td>2</td>
<td>Coffee Maker</td>
</tr>
<tr>
<td>3</td>
<td>Computer</td>
</tr>
<tr>
<td>4</td>
<td>Copy and Printer Paper</td>
</tr>
<tr>
<td>5</td>
<td>Copy Machine</td>
</tr>
<tr>
<td>6</td>
<td>Desk and Chair Set</td>
</tr>
<tr>
<td>7</td>
<td>Dry Eraser Board, Large</td>
</tr>
<tr>
<td>8</td>
<td>Filing Cabinet, with Lock</td>
</tr>
<tr>
<td>9</td>
<td>GSA Office Starter Supply Kit</td>
</tr>
<tr>
<td>10</td>
<td>LAN Capability for On-line Technical Services</td>
</tr>
<tr>
<td>11</td>
<td>Paper Shredder</td>
</tr>
<tr>
<td>12</td>
<td>Printer</td>
</tr>
<tr>
<td>13</td>
<td>Refrigerator</td>
</tr>
<tr>
<td>14</td>
<td>Water Cooler Dispenser Unit</td>
</tr>
</tbody>
</table>

### Contractor Furnished Equipment (CFE) Vehicles and Equipment

#### VEHICLE EXTRACTION EQUIPMENT (For Motorcade, Protection Vehicles)

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment Description</th>
<th>Part Number</th>
<th>Source</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hurst EK Combo Electrically Operated Emergency Spreading and Cutting Tools</td>
<td>362R291</td>
<td>IDEX Corp.</td>
<td></td>
</tr>
<tr>
<td>1a</td>
<td>Battery Charger</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b</td>
<td>Internal and Auxiliary Batteries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hallagan Bars, 30-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sledge Hammer, 10-pound, 32-inch (Thunder Sledge Type)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 4X2 GATOR UTILITY VEHICLE (For EDD Support)

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gator Standard Series Specification: John Deere Gator, 4X2 Turf Gator with overhead cover</td>
</tr>
</tbody>
</table>
SECTION D -- PACKAGING AND MARKING

D.1 D-003 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT MAY 1995

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.

D.2 D-004 PACKING LIST(S) MAY 1995

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

(a) Name and address of consignor;
(b) Name and address of consignee;
(c) Government contract number (and delivery order number, if used);
(d) Government bill of lading number covering the shipment, if any; and
(e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.
SECTION E -- INSPECTION AND ACCEPTANCE

REleased in Full

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

[Insert one or more Internet addresses]

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-02</td>
<td>Inspection Of Supplies--Fixed Price</td>
<td>August 1996</td>
</tr>
<tr>
<td>52.246-04</td>
<td>Inspection Of Services- Fixed Price</td>
<td>August 1996</td>
</tr>
<tr>
<td>52.246-16</td>
<td>Responsibility for Supplies</td>
<td>April 1984</td>
</tr>
</tbody>
</table>

E.2 E-002 INSPECTION AND ACCEPTANCE - F.O.B. DESTINATION

Inspection and acceptance shall be made at destination by an authorized representative of the Government.

E.3 E-004 INSPECTION AND ACCEPTANCE - SERVICES

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.
SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

[Insert one or more Internet addresses]

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.242-15</td>
<td>Stop-Work Order</td>
<td>August 1989</td>
</tr>
<tr>
<td>52.242-17</td>
<td>Government Delay Of Work</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.247-34</td>
<td>F.O.B. Destination</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.247-52</td>
<td>Clearance and Documents Requirements-Shipments to DOD Air or Water Terminal Transshipment Points</td>
<td>April 1984</td>
</tr>
</tbody>
</table>

F.2 52.211-08 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

As required in the task order statement of work.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

[OFFEROR'S PROPOSED DELIVERY SCHEDULE ]

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically.
(The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.3 F-006  PERIOD OF PERFORMANCE  MAY 1995

PERIOD OF PERFORMANCE (05/95)

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until one year from the Contracting Officer's signature.
SECTION G -- CONTRACT ADMINISTRATION DATA

G.1  G-002  CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer: Raymond W. Bouford

Contract Administrator: Raymond W. Bouford

Telephone Number: 703-875-6844
Facsimile Number: 703-875-6085

First Class Mailing:
U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219

Courier or Hand Delivery:
U.S. Department of State
Office of Acquisition Management
Room 528
1701 N. Ft. Myer Drive
Arlington, Virginia 22209
(Visitor's entrance via 17th Street)

Contracting Officer's Representative (COR):
To Be Specified at Contract Award
Telephone Number:
Facsimile Number:

G.2  G-001  ORDERING PROCEDURES

ORDERING PROCEDURES (11/96)

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer
USAID Contracting Officer

(b) Orders placed under this contract shall contain the following information:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Security clearance level(s), applicable to the order, if any; and
(9) Any other pertinent information.

UNCLASSIFIED
(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

G.3 G-007 ADDITIONAL ORDERING PROCEDURES FOR OTHER GOVERNMENT AGENCIES

ADDITIONAL ORDERING PROCEDURES FOR OTHER GOVERNMENT AGENCIES (02/96)

Contracting Officers for the other Government agencies, identified in the clause entitled "ORDERING PROCEDURES," are authorized to issue delivery orders or task orders under this contract only after obtaining prior written authorization from the designated Administrative Contracting Officer. Requests for authorization shall include: contract line item numbers, quantities, and prices for all items to be ordered. If approved, a copy of the CO's letter granting authorization shall be attached to the delivery order or task order. The Contractor shall not accept any orders from other Government agencies which do not include a copy of the CO's authorization. A copy of each delivery order or task order shall be provided to the U.S. Department of State's Contracting Officer and COR at the time the order is issued.

G.4 G-010 TASK ORDERS

(a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR) and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.

(b) Each Task Order Request shall include, at a minimum:

1. A description of the work to be performed;
2. Reporting, briefings, and/or other deliverable requirements; and
3. The estimated period of performance or required completion date.

(c) The Contractor shall, within ten working days of the receipt of a Task Order Request, submit to the COR a written technical proposal and a separate detailed cost proposal. A cost proposal shall include the following, as applicable:

1. The required number of labor hours by labor classification and labor rates;
2. Overtime hours and rates by labor category;
3. Direct material, travel, subsistence, and similar costs;
4. Dollar amount and type of any proposed subcontract(s);
5. Total estimated price; and,
6. Proposed completion or delivery dates.

(d) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer. Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

(e) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Task Order amount.
G.5 232-70S DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (ACQ STANDARD FORMAT) SEPTEMBER 1999


(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm-fixed-price stated in Section B of this contract.

(b) RESERVED

(c) Invoice Submission. Invoices shall be submitted in an original and three copies to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449, except that invoices for services shall be submitted to the Contracting Officer’s Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "PROMPT PAYMENT."

(d) Contractor Remittance Address. Payment shall be made to the Contractor’s address as specified on the cover page of this contract, unless a separate remittance address is specified below:

G.6 G-006 PURCHASE CARD ORDERS JUNE 1999

(a) Definitions. "Purchase Card," as used in this clause, means the Government-wide commercial credit card currently identified as the SmartPay Purchase Card. This is the only credit card authorized to be used for the placement and payment of oral delivery orders under this contract.

"Purchase Card Order," as used in this clause, means an oral delivery order placed under this contract using a Purchase Card.

"Cardholder," as used in this clause, means a Federal employee to whom a Purchase Card has been issued.

(b) Purchase Card Orders in the amount of $2,500 or less may be placed by Department of State Cardholders for the supplies or services stated in SECTION C of this contract at the prices specified in SECTION B. Purchase Card Orders may be comprised of multiple items, however, the total amount of each Purchase Card Order shall not exceed $2,500. All Purchase Card Orders must have prior written approval by the designated Contracting Officer’s Representative (COR). Requirements may not be split in order to remain under the established Purchase Card threshold of $2,500 per order.

(c) Notwithstanding FAR 52.216-19 "DELIVERY ORDER LIMITATIONS," the Contractor shall honor Purchase Card Orders if the aggregate amount of the transaction is $2,500 or less and the supplies or services requested have been approved in writing by the COR.

(d) Payments for Purchase Card Orders will be processed by:

Citibank Government Card Services
P.O. Box 6575

UNCLASSIFIED
(e) The Contractor shall not process a transaction for payment until the purchased supplies have been shipped or services performed. Unless the Cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a Cardholder's account for items returned as defective or faulty.

(f) In addition to the packing and marking requirements stated in SECTION D of this contract, the Contractor shall provide the following on the packing list or shipping document:

1. The Cardholder's name, office symbol, and telephone number; and
2. The term "Purchase Card Order" (DO NOT WRITE the Purchase Card ACCOUNT NUMBER).

(g) The Contractor shall submit a quarterly report of Purchase Card Orders to the Contracting Officer. The report at a minimum shall include: requiring office's symbol, name of cardholder, date of order, description of supplies or services, and the total dollar amount of the transaction.

G.7 242-70S DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE SEPTEMBER (ACQ STANDARD FORMAT) R 1999

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and 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.

(b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."
SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 H-005 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.2 H-006 GOVERNMENT-FURNISHED EQUIPMENT AND SPCE (ON-SITE)

For Contractor personnel performing work on Government premises, the Government shall provide: on-site office space, furniture, telephone service, and any other necessary supplies and equipment.

H.3 H-007 INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing, that at least the kinds and minimum amounts of insurance required below have been obtained. On specific task orders, higher insurance limits may be required.

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

(b) General Liability--The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least $500,000 per occurrence.

(c) Automobile Liability--The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability--When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.
(e) Vessel Liability—When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.

H.4 H-014 GOVERNMENT-FURNISHED MATERIAL MAY 1995

GOVERNMENT-FURNISHED MATERIAL (05/95)

(a) “Material,” as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.

(b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that material set forth below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>DETERMINED AT TIME OF TASK ORDER AWARD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Or upon written request after this date.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H.5 H-015 GOVERNMENT-FURNISHED PROPERTY MAY 1995

GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that property set forth below for use in the performance of this contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DETERMINED AT TIME OF TASK ORDER AWARD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H.6 H-016 KEY PERSONNEL FEBRUARY 1996

KEY PERSONNEL (02/96)

(a) The Contractor shall assign to this contract the following key personnel:

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM MANAGER</td>
<td></td>
</tr>
<tr>
<td>DEPUTY PROGRAM MANAGER</td>
<td></td>
</tr>
<tr>
<td>DETAIL LEADERS</td>
<td></td>
</tr>
<tr>
<td>SHIFT LEADERS</td>
<td></td>
</tr>
</tbody>
</table>

THESE ARE TO BE EVALUATED AT TASK ORDER AWARD

[Names to be inserted by Offeror at time of task order proposal submission.]

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the
requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.7 H-020 SAFEGUARDING OF INFORMATION MAY 1995

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 of 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 photograph 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 and in all subcontracts hereunder.

H.8 H-024 NONPAYMENT FOR UNAUTHORIZED WORK MAY 1995

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.9 H-025 TECHNICAL DIRECTION MAY 1995

TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within five working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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**H.10 H-027 WARRANTY**

**WARRANTY (05/95)**

At a minimum, the Contractor shall warrant supplies provided under this contract to the extent that the manufacturer's warranty for these items. This warranty shall in no way impair or diminish the rights of the Government under any other clause of this contract.

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**H.11 H-029 SMOKE-FREE WORKPLACE NOTICE**

(a) The Department of State has been designated a smoke-free workplace.

(b) Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) Applicability. The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) Policy. It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

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**H.12 H-031 SECURITY REQUIREMENTS**

**SECURITY REQUIREMENTS (09/99)**

(a) A facility security clearance at the TOP SECRET level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.

(b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."

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UNCLASSIFIED
H.13 H-032 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.14 H-033 ORGANIZATIONAL CONFLICT OF INTEREST SPECIAL CLAUSE

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor (1) is not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) Technical consulting and management support services.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three years after completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract on or relating to any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

(ii) If the Contractor under this contract prepares a complete or essentially complete statement of work or specifications to be used in a competitive acquisition, the Contractor shall be ineligible to participate in any capacity in any contractual effort which is based on such statement of work or specifications for a period of three years after completion of this contract. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the Department based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; or (d) release such information unless such information has previously been released or otherwise made available to the public by the Department.
(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, or financial information under this contract, it shall protect this information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(iii) The Contractor shall have, subject to patent, data, and security provisions of this contract; the right to use technical data it first produces under this contract.

(c) Disclosure after award. (1) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(2) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts of any tier which involve performance or work of the type specified in subparagraph (b)(1) of this clause or access to information of the type covered in subparagraph (b)(2) of this clause. The Contractor shall obtain for the Department an Organizational Conflict of Interest Disclosure Statement or Representation from each intended subcontractor or consultant. The Contractor shall not enter into any subcontract nor engage any consultant unless the Contracting Officer shall have first notified the Contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.

(e) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

(f) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

(g) Modifications. Prior to any contract modification (except for the exercise of options) which (1) modifies the statement of work to add new work, (2) significantly increases the period of performance, or (3) changes the parties to the contract, the Contractor shall submit a current Organizational Conflict of Interest Certification and Disclosure.

H.15 FILE DEDUCTION CLAUSE.DOC

PRICE DEDUCTION FOR LESS THAN 100% MANNING

The full manning of protection details is extremely important to the safety of the principal being protected as well as the remainder of the protection detail. Manning shortfalls have been a major problem based on past experience with protective details by the High Threat Protection Office. Therefore, this contract will have strong incentives to man details by the proposed deployment date and retain high staffing levels on all task orders.

If deployments are made on time and staff is retained 100% of the time no deductions to the award price will be made. If manning falls below a minimum or the correct number of personnel are not deployed on time, a large reduction in the award price will be made in addition to not being able to invoice the hours/days not worked. The deduct for PRS members is $1,800 per day and the deduct for support personnel is $1,200 per day. The deduct is based on the extra labor that is levied upon the Regional Security Officer at the post by the manning shortages.

Deployment

Each task order request will provide a deployment date the contractor will be expected to meet. This date shall be met unless the contractor can negotiate a different date before task order award. The matrix below applies to any detail members not deployed by the
date agreed upon in the task order. A waiver may be granted at the discretion of the government if deployment is delayed at no fault of the contractor.

Rotation

There are two aspects of retention with respect to the WPPS contract. The first is the situation where contractor employees are being replaced through "normal" rotation. The second is those situations where the contractor must replace an employee because of "emergency" reasons, such as:

- The employee quits
- The employee's performance is unsatisfactory (whether on or off the job)
- The employee is incapacitated (sickness, injury, etc.)

Each of those two situations requires a slightly different incentive arrangement.

Normal Rotation

This situation is one that must be addressed in the contractor’s Management Plan for each Task Order. The Goal is that there should be no breaks in service. But, both Government and Industry experience suggests that some level of performance below 100% should be used as the dividing line between positive and negative incentives for WPPS.

After due consideration, it is concluded that the WPPS contract establish a Matrix for the thresholds where negative incentives apply below the fill rate. Since rotations are supposed to be planned without a break in service the incentive arrangement would be as follows:

At the end of each six month performance period, the Government will determine the contractor’s compliance with the MATRIX for each detail completed (completed in that six month period) Task Order. If that number of days exceeds the amount allotted for the breaks in service or if the fill level falls below the Minimum Fill rate for that period, contractor’s award price will be adjusted based on the deduct table below.

Emergency" Replacement

The same deduction arrangement would be applied to emergency replacements except that the clock would not start ticking until after eight days (i.e., the time allowed for the contractor to make replacement from their replacement cadre (the personnel pipeline provided for in the contract).

The incentive arrangement in this contract is focused on motivating the contractor to retain his employees and therefore not fall below the Minimum Fill Rate established for each detail and to expedite the fill rate to be at 100% within the allotted times established for each detail. This matrix is reflected below:

Matrix

<table>
<thead>
<tr>
<th>NUMBER OF PRS IN DETAIL</th>
<th>MAXIMUM VACANCIES</th>
<th>ALLOWABLE DAYS TO BE &lt; 100% ON NORMAL ROTATIONS</th>
<th>ALLOWABLE DAYS FOR EMERGENCY REQUIREMENT TO BE LESS THAN 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 TO 15</td>
<td>1</td>
<td>2 days</td>
<td>10 days</td>
</tr>
<tr>
<td>16 TO 30</td>
<td>2</td>
<td>2 days</td>
<td>10 days</td>
</tr>
<tr>
<td>31 TO 50</td>
<td>3</td>
<td>3 days</td>
<td>11 days</td>
</tr>
<tr>
<td>51 TO 65</td>
<td>4</td>
<td>3 days</td>
<td>11 days</td>
</tr>
<tr>
<td>66 TO 80</td>
<td>5</td>
<td>3 days</td>
<td>11 days</td>
</tr>
<tr>
<td>81+</td>
<td>6 + 1 FOR EVERY 15 ADDITIONAL</td>
<td>3 days</td>
<td>11 days</td>
</tr>
</tbody>
</table>

Deduction examples:

Example 1: Detail size 8. Contractor may have 1 person missing on a normal rotation for 2 days without penalty. Contractor may have one person missing for 10 days without penalty if there is an unplanned emergency vacancy. Penalties will be assessed beginning the third day of a normal rotation and the 11th day of an emergency vacancy. If two positions become vacant the penalty would start immediately upon getting the second vacancy for one position and upon expiration of the grace period on the other
position. Penalty for being over the maximum number of vacancies will end as soon as the vacancies are reduced to acceptable level. Penalty for each position vacant will end upon filling the position.

Example 2 Detail size 35 – Contractor may have 3 personnel missing on a normal rotation for 3 days without penalty. Contractor may have 3 personnel missing for 11 days without penalty if there is an unplanned emergency vacancy. Penalties will be assessed beginning the fourth day of a normal rotation and the 12th day of an emergency vacancy. If 4 positions become vacant the penalty will start immediately for the forth vacancy and upon expiration of the grace period on the other positions. Penalty for being over the maximum number of vacancies will end as soon as the vacancies are reduced to acceptable level. Penalty for each position vacant will end upon filling the position.

H.16 FILE TASK ORDER AWARD PROCESS.DOC

TASK ORDER AWARD PROCESS

All offerors awarded a contract will be given the opportunity to make a proposal on each task order request/statement of work. The offeror will have 7 days to provide a proposal unless a time extension is warranted and given to all awardees. All proposals will provide a technical volume for accomplishing the task and a price volume with a fixed price. The fixed price must be itemized by the sub-CLINs in section B. Award may be made without discussions so all prices should be considered “best and final”.

A panel of personnel from DS and AQM will make the task order award selection based on the criteria below. A summary report will document the reasons for the selection and debriefings provided the non-successful offerors if requested.

Evaluation and selection will be made on a best value basis with a tradeoff between technical plan, past performance on previous taskings, and price. But since all awardees will have similar technical capability, past performance on previous task orders and price will be more important in the task order selection than in the contract award.
SECTION I -- CONTRACT CLAUSES

RELEASED IN FULL

I.1 52.252-02  CLAUSES INCORPORATED BY REFERENCE

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

[Insert one or more Internet addresses]

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-01</td>
<td>Definitions</td>
<td>July 2004</td>
</tr>
<tr>
<td>52.203-03</td>
<td>Gratuities</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.203-05</td>
<td>Covenant Against Contingent Fees</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.203-06</td>
<td>Restrictions On Subcontractor Sales To The Government</td>
<td>July 1995</td>
</tr>
<tr>
<td>52.203-07</td>
<td>Anti-Kickback Procedures</td>
<td>July 1995</td>
</tr>
<tr>
<td>52.203-08</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
<td>January 1997</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>January 1997</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>June 2003</td>
</tr>
<tr>
<td>52.204-02</td>
<td>Security Requirements</td>
<td>August 1996</td>
</tr>
<tr>
<td>52.204-04</td>
<td>Printed or Copied Double-Sided on Recycled Paper.</td>
<td>August 2000</td>
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### 52.222-02 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **$0.00** or the overtime premium is paid for work --

1. Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

2. By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

3. To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

4. That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

I.3 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) JUNE 1987

Except for data contained on pages (None), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated (None), upon which this contract is based.

I.4 52.232-16 PROGRESS PAYMENTS APRIL 2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for:

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall--

(ii) Excuse the Contractor from performance of obligations under this contract; or

(iii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(i) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and
(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

I.5. 52.232-16 PROGRESS PAYMENTS (APR 2003) - ALTERNATE I

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this
contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall--

(ii) Excuse the Contractor from performance of obligations under this contract; or

(iii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.
(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract; progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond September 30, 2005. 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, 2005, 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.

I.7 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION MAY 1999

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor’s electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:
U.S. Department of State
Payments Division
Interface Control Branch

Mailing Address:
P.O. Box 9487, Rosslyn Station
Rosslyn, VA 22219

Telephone Number:
703-875-5953 FAX: 703-875-6866

Person to Contact:
Wardell Wanza

Electronic Address:
VendorClaims@sa15wpa.us-state.gov
I.8 52.243-07 NOTIFICATION OF CHANGES

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ___ calendar days after receipt of notice, respond to the notice in writing: In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor’s notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor’s failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.9 52.246-20 WARRANTY OF SERVICES MAY 2001

(a) Definition. “Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 90 days from the date of acceptance by the Government. This notice shall state either—

(1) that the Contractor shall correct or reperform any defective or nonconforming services; or

(2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.10 217.9V FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT NOVEMBER
FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (ACQ VARIATION) (11/99)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>LATEST OPTION EXERCISE DATE</th>
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<tbody>
<tr>
<td>Option year one</td>
<td>Expiration date of base year</td>
</tr>
<tr>
<td>Option year two</td>
<td>Expiration date of option year one</td>
</tr>
<tr>
<td>Option year three</td>
<td>Expiration date of option year two</td>
</tr>
<tr>
<td>Option year four</td>
<td>Expiration date of option year three</td>
</tr>
</tbody>
</table>

(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 option(s) under this clause, shall not exceed five years.

I.11 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.12 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract expiration.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.13 52.216-19 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

1. Any order for a single item in excess of $100M;

2. Any order for a combination of items in excess of $100M, or

3. A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.14 52.216-22 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the...
Contractor shall not be required to make any deliveries under this contract after expiration of any task order properly awarded before expiration of contract.

I.15 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the funded dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is amount owed the contractor dollars.

I.16 .52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

<table>
<thead>
<tr>
<th>Employee Class</th>
<th>Monetary Wage-Fringe Benefits</th>
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<tbody>
<tr>
<td>None identified at this time. May be identified on a domestic task order if applicable.</td>
<td></td>
</tr>
</tbody>
</table>

I.17 52.222-49 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: None. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing at the time of soliciting a task order to be performed in the United States.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.18 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL

**CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) - ALTERNATE I**
(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.19 52.223-11 OZONE-DEPLETING SUBSTANCES

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING
Contains (or manufactured with, if applicable) \* substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

I.20 52.232-32 PERFORMANCE-BASED PAYMENTS

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (i) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) failure to make progress; or

(ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or property chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause--

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments; and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall--

(i) excuse the Contractor from performance of obligations under this contract; or

(ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

UNCLASSIFIED
(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on __________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on __________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated __________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I.21 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($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 (DEC 2001) (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 as 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 (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may 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.

(End of clause)
I.22 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

--http://www.acq.gov/proc/far/ for FAR clauses--

http://www.statebuy.state.gov/dosar/dosartoc.htm for DOSAR clauses

I.23 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any N/A clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.24 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are--

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer, and

(ii) The:
Office of Cargo Preference
Maritime Administration (MAR-590)
Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or
(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-4610.

(End of clause)

I.25  FILE   DOSAR 652.228-74 DBA INSURANCE.DOC


(a) The Department of State has entered into a contract with an insurance carrier to provide DBA insurance to Department of State contractors at a contracted rate. The rates for this insurance are as follows:

Services @ $3.87 per $100 of compensation; or

Construction @ $5.00 per $100 of compensation.

(b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous cost allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA insurance in their bid/proposal using the foregoing rate, and insert the totals in the spaces provided for the base year and each year thereafter, if applicable. The DBA insurance cost shall be included in the total fixed price. The DBA insurance costs shall be reimbursed directly to the contractor.

(1) Compensation of Covered Employees:

(2) Defense Base Act Insurance Costs:

(3) Total Cost:

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract. The statement shall also indicate whether or not such local nationals or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees of the bidder/offeror who are covered under a local workers' compensation law, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention. If any employees of the bidder/offeror who are local nationals or third country nationals are not covered under a local workers' compensation law, the bidder/offeror shall procure Defense Base Act insurance covering those employees pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier at the rates specified above.

(End of provision)

I.26  FILE   DOSAR 652.228-71 DBA INSURANCE.DOC

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services (AUG 1999) (DEVIATION)

(a) This clause supplements FAR 52.228-3 and FAR 52.228-4.

(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 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. The current rate under the Department of State contract is $3.87 per $100 of compensation for services.

(c) The Department of State has obtained a waiver of DBA coverage for contractor employees who are not citizens of, residents of, or hired in the United States; (i.e., local nationals or third country nationals). If any contractor employees are local nationals and/or third country nationals, the contractor shall provide such employees with worker’s compensation benefits against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits. If contract performance takes place in a country where there are no local workers’ compensation laws, the contractor shall procure Defense Base Act insurance covering those local national and/or third country national employees pursuant to the contract between the Department of State and the Defense Base Act insurance broker.

(d) 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 these individuals. For those employees, the contractor shall provide workers’ compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

(e) The contractor agrees to insert a clause substantially the same as this one in all subcontracts. Subcontractors shall be required to insert a similar clause in any of their subcontracts.

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

(g) 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.

(End of clause)