

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 69 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. W912PE-08-T-0186	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 14 Aug 2008	6. REQUISITION/PURCHASE NO. WK4B9S8148N040		
7. ISSUED BY REGIONAL CONTRACTING OFFICE SECKENHEIM ATTN: SFCA-EC-S UNIT 29331 APO AE 09266-0509 TEL: 375-7576 FAX: 375-3353		CODE W912PE	8. ADDRESS OFFER TO See Item 7		(If other than Item 7)	CODE

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION A. NAME CALL: JEFFREY J. HARRINGTON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 0621-487-3397	C. E-MAIL ADDRESS jeffrey-harrington@us.arm y.m il
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 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 (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Senior Analyst FFP Antiterrorism Subject Matter Expert for U.S. Army, Europe G3 in Heidelberg, Germany in accordance with paragraph 4.1.1.a of the USAREUR PWS. The estimated workload is 1,920 hours for this contract. FOB: Destination PURCHASE REQUEST NUMBER: WK4B9S8148N040	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Analyst LH for Surge Capacity supporting Senior Analyst in U.S. Army, Europe in Heidelberg, Germany in accordance with paragraph 4.1.1.b of the USAREUR PWS. FOB: Destination	960	Labor Hours		

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lump Sum		

Travel Costs

COST

for CLIN 0001 and 0002. The Government will enter a ceiling amount that the Contractor shall not exceed without the Contracting Officer's written approval. This CLIN will include all allowable, allocable, and reasonable direct costs and G&A in support of the travel for CLINs 0001 and 0002. This CLIN will not include any fee. All requests for reimbursement under this CLIN in excess of \$75 must have a receipt.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		

Senior Principal Analyst
FFP

and Senior Analyst. Two Antiterrorism Subject Matter Experts for Africa Command (AFRICOM) in Stuttgart, Germany in accordance with paragraphs 4.1.1.a and 4.1.1.b in the AFRICOM PWS. The estimated workload for each person is 1,920 hours for this contract.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		960	Labor Hours		

Analyst

LH

for Surge Capacity supporting Senior Analyst in AFRICOM in Stuttgart, Germany in accordance with paragraph 4.1.1.c in the AFRICOM PWS.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Lump Sum		

Travel Costs

COST

This CLIN will include all allowable, allocable, and reasonable direct costs and G&A in support of the travel for CLINs 1001 and 1002. The Government will enter a ceiling amount that the Contractor shall not exceed without the Contracting Officer's written approval. This CLIN will not include any fee. All requests for reimbursement under this CLIN in excess of \$75 must have a receipt.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Senior Analyst FFP Antiterrorism Subject Matter Expert for Southern European Task Force (SETAF) in Vicenza, Italy in accordance with paragraph 4.1.1.a of the SETAF PWS. This effort is estimated at 1,920 labor hours for 12 months. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Analyst LH for Surge Capacity supporting Senior Analyst in SETAF in Vicenza, Italy in accordance with paragraph 4.1.1.b of the SETAF PWS. FOB: Destination	960	Labor Hours		

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Lump Sum		

Travel Costs

COST

This CLIN will include all allowable, allocable, and reasonable direct costs and G&A in support of the travel for CLINs 2001 and 2002. The Government will enter a ceiling amount that the Contractor shall not exceed without the Contracting Officer's written approval. This CLIN will not include any fee. All requests for reimbursement under this CLIN in excess of \$75 must have a receipt.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500		1	Lump Sum		

CMR REPORTING

FFP

In Accordance With Paragraph 11 in the Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4B9S8148N040

NET AMT

**Performance Work Statement (PWS) for
Antiterrorism (AT) Subject Matter Expert (SME) Services
U.S. Africa Command (AFRICOM)-J3 AT**

1.0 INTRODUCTION**1.1 BACKGROUND**

Terrorist activity continues unabated throughout the AFRICOM area of responsibility (AOR), and combating terrorism remains at the top of the AFRICOM commander's list of priorities. As the principle advisor to the AFRICOM commander for antiterrorism (AT) efforts, the AFRICOM-AT Division is charged with the responsibility of developing and implementing comprehensive plans and programs to counter the terrorist threat. AFRICOM-AT is staffed with capable officers, senior non-commissioned officers, and DOD civilians; however, based on the many emerging and evolving AT program requirements, new complex and untested organizational concepts, and the need to rapidly finalize actions impacting on the safety and security of personnel within AFRICOM, the AT Division is confronted with a tangible shortfall. To provide adequate continuity, coordinated countermeasures, and effective implementation of AT program directives, AFRICOM-AT requires the services of at least two fulltime senior analysts and AT Subject Matter Experts (hereafter referred to as AT SME) with (1) a working knowledge of the DOD and

DOS directives referenced in paragraph 2.0, below, (2) an extensive knowledge of management principles and processes at the combatant command level, and (3) an understanding of the AFRICOM AOR and strategic objectives related to the mission and transformation. As mission requirements and workload factors continue to emerge, the services of more AT SMEs may be needed to fulfill all existing shortfalls.

1.2 SCOPE OF WORK

The team of AT SMEs will provide the following:

- (1) Interfacing with DOS, DOD, the Joint Staff, and other combatant command AT points of contact regarding the development of new AT guidance stemming from the directives listed in paragraph 2.0, below (to include review, editing and coordinating proposed changes);
- (2) Preparing and coordinating AFRICOM directives to implement evolving AT guidance issued by DOS, DOD, and the Joint Staff;
- (3) Developing, coordinating, and staffing theater level Detainee Operations program for the command.
- (4) Assisting in the coordination of memorandums of agreement (MOA) between the commander AFRICOM and each chief of mission (COM) in the AOR pursuant to the DOS/DOD Universal Memorandum of Understanding (MOU) regarding security.
- (5) Responding to questions from field activities and AFRICOM staff elements regarding AT requirements, and refining guidance in applicable AFRICOM directives;
- (6) Facilitating AT program implementation by coordinating specialized, classified support to field activities; and
- (7) Conducting surveys, self-inspections, and program reviews to enhance AT management and program implementation.

All of these actions are required pursuant to DOD, CJCS, and combatant command directives.

1.3 OBJECTIVE

AFRICOM has a requirement for critically needed AntiTerrorism Subject Matter Expert services within the AFRICOM J3 AT Division. The Contractor shall provide a broad range of analyses and assessments; quick response research and studies; and other technical and administrative services as specified in paragraph 3.0, below. The Contractor shall provide services related to tasks ranging from decision-making support and resource analysis to developing AT concepts, doctrine, strategy, and policy. The Contractor shall analyze and evaluate current AT program and user requirements; review system objectives and document system design specifications; and identify alternative approaches and select appropriate methodologies based on strategic doctrinal and policy guidance. The Contracting Officer's Representative (COR) will assign the Senior Analyst missions and specific tasks within the scope of work identified in paragraph 1.2, above, and consistent with the requirements stated in paragraph 3.0. The Contractor shall provide a Senior Principal and Senior Analyst possessing extensive, relevant, and current AT knowledge, executive management experience, and a thorough understanding of AE policies to accomplish the tasks listed in paragraph 3.0 and to expedite essential and time sensitive support to AFRICOM in fulfilling responsibilities as defined in DODD 2000.12, DODI 2000.16, the current AFRICOM AT OPORD, and applicable DoD and CJCS directives. The Contractor shall have current and authoritative knowledge of the references in paragraph 2.0. The government will furnish the following documents, files, and other publications to the Contractor to accomplish the tasks listed in paragraph 3.0.

2.0 APPLICABLE REFERENCES

DOS Foreign Affairs Manual 12 (FAM 12), *regarding DOS security policy, procedures, and requirements*; and other DOS directives applicable to combating terrorism.

DOD Directive 2000.12, *DOD Antiterrorism/Force Protection (AT/FP) Program*; DOD Instruction 2000.16, *DOD Antiterrorism (AT) Standards*; DOD 2000.12-H, *DOD AT Handbook*; DOD 2000.12-P, *DOD AT Strategic Plan*; and other DOD directives applicable to combating terrorism;

Joint Staff publications related to combating terrorism to include pamphlets, handbooks, JTTPs, and studies focusing on combating terrorism and force protection;

Other pertinent DOD, Joint Staff, Combatant Command, and Service AT policy guidance, terrorist threat data and warning reports transmitted via the SIPRNet and/or NIPRNet; and other AT documentation as deemed appropriate.

Other combatant command directives and implementing instructions related to combating terrorism and impacting on the AFRICOM AOR and mission;

All draft and published AFRICOM directives impacting on combating terrorism efforts.

Classified directives related to combating terrorism and proactive AT measures within AFRICOM..

3.0 TASKS The Contractor shall provide one Senior Principal Analyst and one Senior Analyst possessing extensive AT knowledge, executive management experience, and a thorough understanding of policies and procedures to accomplish AFRICOM-AT mission and tasks listed in paragraph 3.1 and to expedite essential and time sensitive support to AFRICOM in fulfilling responsibilities as defined in DODD 2000.12, DODI 2000.16, and other applicable DOS and DOD directives. Current AFRICOM-AT mission requirements necessitate flexibility to either increase or decrease the amount of Contractor support. Because of the fluidity associated with the Global War on Terrorism (GWOT) and evolving/emerging AT requirements, the AFRICOM-AT mission may require additional work to be performed by the Contractor during the period of performance.

3.1 PERFORMANCE REQUIREMENTS. The Contractor shall perform the duties listed below (including the production of deliverables as specified in paragraph 6.0), and provide consultation, facilitation, survey, and training services within the scope of this PWS. As stated in paragraph 1.1, above, mission analysis of AFRICOM-AT requirements and workload establishes the essential need for at least one Senior Principal Analyst and one Senior Analyst. Services include, but are not limited to:

3.1.1 REVIEWING AND COORDINATING AFRICOM RESPONSES TO HIGHER HEADQUARTERS REGARDING AT DIRECTIVES

3.1.1.a Review, analysis, and comment on proposed AT documents (to include Detainee Operations). Examples would include the full range of DOS, DOD, Joint Staff, Service, Agency and combatant command publications dealing with AT. Deliverables would be an analysis with recommendations in format specified by AFRICOM-AT, or rewrite of documents if desired.

3.1.1.b Examples include: review and comment on the DOD AT Strategic Plan, revisions to DODD 2000.12, DODI 2000.16, DOD 2000-12H, other command directives to include OPLANs, CONPLANs, DEPODs, OPORDs, EXORDs, etc., and CDRAFRICOM guidance issued regarding specific AT issues. Other examples may include DOD Threat Methodology, Joint Staff "Commander's AT Handbook", JTTPs regarding AT related areas (to include Detainee Operations), Service and/or Agency AT directives, and guidance proposed/issued by other U.S. government agencies.

3.1.2 PREPARING/COORDINATING CHANGES TO AFRICOM AT IMPLEMENTING DIRECTIVES. In order to accomplish the myriad of taskings required to meet this objectives, a number of AT associated duties and consultant support is required. The following are representative of potential tasks, but are not all inclusive:

3.1.2.a DOS, DOD, and Joint Staff proposals regarding security of Forward-based elements, In-transit forces, Deployed forces, and other AT operational concepts (to include Detainee Operations). This could extend to tasks related to employment of advanced technology in high-risk locations as well as procedural concepts, training and operational employment of security awareness, survival techniques, counter surveillance operations, and technology insertion.

3.1.2.b AFRICOM responses to DOS, DOD, Joint Staff, and Services studies/initiatives and AFRICOM initiated AT actions. For example: CDRAFRICOM visits a location, makes observations, and tasks AT proponents to

answer questions or resolve an issue – for a qualified AT SME, estimate no more than 24 hours being required as an average for research, coordination and preparation of the final product.

3.1.3 PROVIDING AT CONSULTANT SERVICES TO FIELD ACTIVITIES

3.1.3.a Assessments, Surveys and Staff Assistance. Contractor will be required to actively participate in visits throughout the AOR to demonstrate, provide presentations, and improve users' knowledge of the system. Staff assistance may extend to providing AT implementation guidance and on-site AT training

3.1.3.b Implementation of Contractor oversight pursuant to FAM 12, DODD 2000.12, DODI 2000.16 and the NISPOM. Development of architecture for executing oversight and vetting of contractors as well as identifying issues along with solutions for compliance with the FAR and other statutory requirements. This support may require Background/Talking Papers, which analyze specific scenarios and situations requiring the consistent application of AT policy and standards.

3.1.4 FACILITATING EXECUTION OF PROACTIVE AT PROGRAMS

3.1.4.a Facilitate forums to review and analyze AT implementation and development (to include Detainee Operations). Assist in AFRICOM-AT preparation and participation in these forums. Deliverables include schedules, agendas, read-ahead packages, Power Point briefings, and minutes documenting meeting results.

3.1.4.b Facilitate proactive AT initiatives (to include Detainee Operations) by coordinating specialized, classified support to field activities and subordinate commands.

3.1.5 CONDUCTING AT SURVEYS, SELF-INSPECTIONS AND PROGRAM REVIEWS

3.1.5.a Assist in the development of AFRICOM benchmarks consistent with DOD guidelines, conduct program assessments and reviews. Prepare AFRICOM unique self-inspection checklists as required by DOD and Joint Staff guidance.

3.1.5.b Provide assessment/review results to AFRICOM-AT and subordinate elements for action. Include analysis of management practices, recommended solutions to improve efficiency, and assist in implementing improved procedures to increase effectiveness.

4.0 KEY PERSONNEL REQUIREMENTS

4.1.1 QUALIFICATIONS

4.1.1.a Senior Principal Analyst. The Contractor shall provide a Senior Principal Analyst with recent and relevant experience with antiterrorism programs or services. Recent experience is defined as experience within the previous four years due to the rapidly changing environment in antiterrorism. The Senior Principal Analyst shall have documented project management experience. The Senior Analyst shall be the Contractor's senior on-site program manager responsible to the Contracting Officer and COR for all contract matters. The Senior Principal Analyst shall have recent and relevant experience dealing with antiterrorism matters at the Joint Staff, combatant command, or major command level, and have a detailed knowledge of the directives listed in paragraph 2.0 and have an authoritative knowledgeable of all AT requirements in the AOR and associated/evolving issues. The Senior Principal Analyst shall be responsible for the management of all Contractor provided support and coordination of responsiveness to directives issued by the COR. The Senior Principal Analyst shall be responsible for the management of all Contractor personnel and responsiveness to PWS requirements. The Senior Principal Analyst shall have full authority to act for the Contractor on all matters related to performance of the tasks in the PWS. The Senior Principal Analyst shall be responsible for the submission of all reports and products related to the PWS.

4.1.1.b Senior Analyst. The Contractor shall provide a person with recent and relevant experience as a Senior Analyst for antiterrorism programs or services. Recent experience is defined as experience within the previous four years due to the rapidly changing environment in antiterrorism. The Senior Analyst shall have extensive knowledge in developing and implementing the requirements in the directives in paragraph 2.0. The Senior Analyst

shall have extensive knowledge of the terrorist threat and recent experience in implementing or recommending for implementation counter measures using National assets. The Senior Analyst shall have recent experience in producing written and providing oral communications at the MACOM or higher level. The Senior Analyst shall be capable of producing briefings, policy, and Operations Orders for General Officer (Brigadier General to General) review, approval, and signature.

4.1.1.c Analyst. The Contractor shall provide an Analyst to perform tasks specified in paragraphs 1.2 and 3.1. The Contractor must obtain prior approval from the COR before having the Analyst start work that will be reimbursed under CLIN 1002. This person, historically, has not been a full time equivalent position and is used for surge capacity. The Analyst must have a detailed knowledge of the directives specified in paragraph 2.0, above, as well as documented skills in management analysis, automated information systems and written/spoken communications.

4.1.2 WORK MANAGEMENT. The Senior Principal Analyst shall be the daily point of contact with the COR.

4.1.2.1 The Senior Principal Analyst and Senior Analyst shall be designated in writing by name to the Contracting Officer. When the Senior Principal Analyst is absent, the Senior Analyst shall act on their behalf with full authority of the Contractor. The Contractor agrees that a partial basis for the award of this contract are the names of the Senior Principal and Senior Analyst proposed. Accordingly, the Contractor agrees to assign to this contract the Senior Principal and Senior Analyst submitted with the proposal 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. 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 ninety days 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 render a judgment whether or not the Contractor is maintaining the same quality of personnel that provided the partial basis for award.

4.1.2.2 The Senior Principal Analyst and Senior Analyst shall be available either by cell phone or other devices 24 hours a day, 7 days a week. The COR shall be informed of all travel itineraries and projected absences of the Senior Analyst and Analyst.

4.2.1 SECURITY REQUIREMENTS

4.2.1.1 FACILITY AND PERSONNEL SECURITY CLEARANCES

4.2.1.1.a The Senior Principal and Senior Analyst shall possess an active U.S. TOP SECRET/SCI for the duration of the contract. All other Contractor employees must have at least a U.S. SECRET clearance and be eligible for a U.S. TOP SECRET clearance. These requirements will be specified in the DD Form 254 associated with the contract.

4.2.1.1.b The Government will provide on-site facilities commensurate with the level of classification of the information being used under this PWS and with the level of classification of the resulting deliverables.

4.2.2 CONTRACTOR VISIT AUTHORIZATION The Contractor shall prepare and distribute required visit notifications in accordance with the NISPOM, and shall execute necessary documentation to satisfy AFRICOM SSO procedures and requirements.

5.0 CONTRACT MANAGEMENT

5.1 COR DESIGNATION. The COR will issue and exercise performance oversight for all requirements within the PWS.

5.1.2 QUALITY ASSURANCE. The Government will evaluate the Contractor's performance under the Quality Assurance Surveillance Plan (QASP). All actions completed will be evaluated and recorded by the COR. Any substandard performance will be immediately reported to the Contracting Officer and the Contractor by issuance of a Contract Discrepancy Report (CDR).

5.1.3 QUALITY AND TIMELINESS. The documents prepared under this contract shall accurately reflect the current applicable laws, regulations, instructions, directives, and procedures relating to the requirements established by the COR. Performance shall be consistent with the specific milestones, decision points, and objectives established by the COR, and as specified in the deliverable schedule.

5.1.4 CONTRACTOR RECORDS. The Contractor shall maintain records for the duration of the contract. Progress reports shall be submitted to the COR on a monthly basis, or as otherwise specified by the COR. Additionally, the Contractor shall provide in-progress review briefings and reports (to include updated performance schedules and projected timelines) to the COR as required.

5.1.5 CERTIFICATES OF NONDISCLOSURE. The Contractor personnel will sign certificates of nondisclosure regarding information from the Defense Program Documents, published or unpublished, and the Defense Program database, but also to equivalent published and unpublished POM documents, POM data produced and maintained by the Service Components, as well as program information that may be made available through NATO/NATO releasable documents and/or related analysis.

5.1.7 LIMITATIONS

5.1.7.1 The Contractor shall not perform any task that requires the use of the Contractor's discretion or judgment in relation to the acquisition strategy or source selection standards and criteria or any other matter that is an inherently governmental function. Inherently Governmental functions are defined in 48 CFR.

5.1.7.2 This is a non-personal service contract. The Contractor personnel providing services under this contract will be controlled, directed, and supervised at all times by management personnel of their company. To avoid any appearance of personal services or other impropriety, the Senior Analyst is responsible for the hiring, performance assessment, training and direction of the contractor workforce. In the performance of this responsibility, the Senior Analyst shall perform the following work with regard to performance under this contract: receive tasks; separate routine from non-routine actions; prioritize contractor personnel activities; assign tasks and review the work quality of contractor employees; identify issues needing to be resolved by the Government; perform research related to managing the day-to-day contractor functions and provide recommendations to the Government; thoroughly analyze alternatives before presenting them to the Government; and, upon selection of the correct course of action by the Government, prepare high-quality signature-ready documentation or take the needed steps to complete the action/task.

6.0 DELIVERABLES

6.1 The Contractor shall provide deliverables in an electronic format compatible with programs and applications currently used by AFRICOM J3 AT. The deliverables shall be provided in hard copy when specified. Such deliverables shall include those products and services described in paragraph 3.1, and as directed by the COR or his/her alternate.

6.2 The Contractor shall provide copies of all written or automated products to the supported staff element, command or field activity with a copy furnished to HQ AFRICOM J3-AT at the following address:

COMMANDER, AFRICOM
ATTN: J3-AT
UNIT 30401
APO AE 09017
POINT OF CONTACT: Mr Paul Gamble

7.0 TRAVEL

When required to travel, all associated costs for travel and lodging will be reimbursed in accordance with limitations specified in the Joint Travel Regulation (JTR) to the Contractor. The Contractor shall request reimbursement for travel expenses, using JTR guidelines, through the HQ AFRICOM J3-AT COR. The Government will provide official Government orders in the form of Letter of Identification (LOI) when appropriate. The Contractor is responsible for sending visit notifications in accordance with the NISPOM (when required) and initiating requests for travel clearances in accordance with the Foreign Clearance Guide (FCG). All travel plans will be approved in advance by the COR.

Anticipated travel during the period of performance includes one to two visits to Washington, D.C. for conferences and consultations with HQDA AT counterparts, two to three visits to conferences within the AOR, and one or more visits to installations and/or deployment locations to provide survey support and AT program evaluations (total could be as high as nine (9)). Visit duration may be for two to three days.

The Government will provide all requirements for travel in writing to the Contractor and will provide a minimum lead-time in accordance with the following table:

Duration of TDY in Days	Minimum Lead Time Notification
2 – 3 calendar days	3 calendar days
3 – 7 calendar days	7 calendar days
More than 7 calendar days	14 calendar days

Table 7-1

8.0 ACCESS TO GOVERNMENT WORKPLACE AND EXPECTED SERVICE HOURS

8.1 ACCESS HOURS. Access hours to the Government workplace may vary depending on mission requirements (to include weekends and U.S. national holidays). Contractor support must be available during normal business hours (e.g., Mon-Fri, 0800-1700). The Government will ensure that the Contractor has access to the workplace during these hours. Outside of these hours the Contractor shall coordinate with the COR for access. The Government reserves the right to change work locations and operating hours for the Senior Analyst or Analyst with little or short notice. Such variances will be coordinated between the Senior Analyst and the COR. If there is any increase in cost due to these changes the Contracting Officer is the only person authorized to agree to changes with the Contractor.

8.2 PLACE OF PERFORMANCE. On site services shall be performed at Headquarters, U.S. Africa Command, (Kelly Barracks), D-70567 Stuttgart, Germany.

9.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/UTILITIES

9.1 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT. The AFRICOM J3 AT will provide the contractor timely access to government documents. Only the contractor personnel working on-site in the J3-AT on a regular basis will be provided workspace and routine administrative support in AFRICOM facilities. J3-AT will provide contractor personnel assigned to J3-AT with normal office workspace and automation support, including but not limited to a computer workstation, e-mail account(s), and use of scanners, printers, fax and telephone, as well as normal office supplies.

9.1.1 ACCESS SECURITY. The COR will ensure that the Contractor is provided all Government installation and facility access documents that are necessary to perform their duties.

9.2 GOVERNMENT FURNISHED UTILITIES The Government will furnish heat, lights and toilet facilities. The Contractor shall instruct their employees in appropriate utilities conservation practices in accordance with the COR's instructions during the pre-performance conference.

9.2.1 The Government will provide all necessary cleaning supplies and materials required to maintain Government provided facilities used by the contractor.

9.2.2 The Contractor will replace at no cost to the Government any procured equipment that is damaged, destroyed or lost.

10.0 Individual Logistical Support (ILS) For contractor personnel working under this contract in the J3-AT, Government ILS is provided to those contract employees granted Technical Expert Status Accreditation from the appropriate German State Government (see Army in Europe Regulation 715-9 available online at http://www.per.hqusaureur.army.mil/CPD/DocPer/pdf_files/aer715_9.pdf for more information visit the DoD

Contractor Personnel Office web site at <http://www.per.hqusaureur.army.mil/CPD/DocPer/GermanyDefault.aspx>).

Historically, the Senior Analyst position has been granted Technical Expert Status. This paragraph does not grant any type of direct monetary benefit or compensation (similar to what Government civilian employees receive under the Department of State Standardization Regulations) to the contractor or the contractor's employees directly. All compensation from the Government to the contractor under this contract is included in the contract line item prices proposed by the contractor and accepted by the Government.

11.0 Contractor Manpower Reporting. The Contractor shall report all contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

Section C - Descriptions and Specifications

ITEM(S) 0001, 0002, 0003 - USAREUR G3 AT DIV PWSITEM(S) 2001, 2002, 2003 - SETAF AT DIV PWS

**Performance Work Statement (PWS) for
Antiterrorism (AT) Subject Matter Expert (SME) Services
Headquarters, Southern European Task Force (SETAF), G3-AT/FP Division**

1.0 INTRODUCTION**1.1 BACKGROUND**

Terrorist activity continues throughout the SETAF area of responsibility (AOR), and combating terrorism remains at the top of the SETAF Commanding General's (CG) list of priorities. As the principle advisor to the CG, SETAF for AT efforts, the G3 is charged with the responsibility of developing and implementing comprehensive plans and programs to counter the terrorist threat. The G3-AT is staffed with capable officers, non-commissioned officers, and DOD civilians. However, the significant personnel turnovers; evolving AT program requirements; and the need to rapidly finalize actions impacting on the safety and security of personnel within SETAF, has the G3-AT confronted with a tangible AT personnel and continuity shortfall. To provide adequate continuity, coordinated countermeasures, and effective implementation of AT program directives, the G3-AT requires the services of a AT SME with extensive and current knowledge of the directives referenced in paragraph 2.0, below; (2) extensive relevant experience at the Major Command (MACOM) or higher level staffing documents and policy; and (3) an understanding of the SETAF AOR and strategic objectives related to SETAF's and the Army's transformation.

1.2 SCOPE OF WORK

The Contractor shall provide all necessary personnel, management, and other items and services not listed as Government provided for Antiterrorism program services to the SETAF G3 capable of the following:

- (1) Interfacing with Headquarters, Department of the Army (HQDA), U.S. Africa Command (AFRICOM), and the U.S. European Command (USEUCOM) AT points of contact regarding the development of new AT guidance in the directives listed in paragraph 2.0, below (to include review, editing and coordinating proposed changes);
- (2) Preparing and coordinating future changes to Army in Africa (AA) regulation 525-13 to implement evolving AT guidance issued by DOD, USAFRICOM, and HQDA;
- (3) Responding to questions from field activities and SETAF staff elements regarding AT requirements, and refining guidance in applicable AE directives;
- (4) Facilitating AT program implementation by coordinating specialized, classified support to field activities; and
- (5) Conducting surveys, self-inspections and program reviews to enhance AT management and program implementation.
- (6) Participate in Joint Antiterrorism Working Groups and Threat Working Groups in USAFRICOM and SETAF.
- (7) Provide presentation material and brief SETAF major subordinate commands on the USAFRICOM, USEUCOM, and SETAF Force Protection programs.
- (8) Support the generation of Force Protection staff summary sheets and bullet background papers.
- (9) Review and provide comments on functional and/or technical documents, plans, reports, drawings, and specifications relating to Force Protection requirements.
- (10) Attend and participate in meetings deemed appropriate by the SETAF G3 AT.
- (11) Attend professional development seminars and training approved by the SETAF G3 AT.

- (12) Provide data for working groups and executive committee meetings outlined in regulatory guidance and provide required agenda items, slides, and analysis.

All of these actions are required pursuant to DOD, CJCS, combatant command, and HQDA directives.

1.3 OBJECTIVE

SETAF has a requirement for critically needed AT SME services within the SETAF G3-AT Division. The Contractor shall provide a broad range of analyses and assessments; quick response research and studies; and other technical and administrative services as specified in paragraph 3.0, below. The Contractor shall provide services related to tasks ranging from decision-making support and resource analysis to developing AT concepts, doctrine, strategy, and policy. The Contractor shall analyze and evaluate current AT program and user requirements; review system objectives and document system design specifications; and identify alternative approaches and select appropriate methodologies based on strategic doctrinal and policy guidance. The Contracting Officer's Representative (COR) will assign the Senior Analyst missions and specific tasks within the scope of work identified in paragraph 1.2, above, and consistent with the requirements stated in paragraph 3.0. The Contractor shall provide a Senior Analyst possessing extensive, relevant, and current AT knowledge, executive management experience, and a thorough understanding of AE policies to accomplish the tasks listed in paragraph 3.0 and to expedite essential and time sensitive support to SETAF in fulfilling responsibilities as defined in DODD 2000.12, DODI 2000.16, current AFRICOM AT OPORD, and applicable HQDA directives. The Contractor shall have current and authoritative knowledge of the references in paragraph 2.0. The government will furnish the following documents, files, and other publications to the Contractor to accomplish the tasks listed in paragraph 3.0.

2.0 APPLICABLE REFERENCES

DOD Directive 2000.12, *DOD Antiterrorism/Force Protection (AT/FP) Program*; DOD Instruction 2000.16, *DOD Antiterrorism (AT) Standards*; DOD 2000.12-H, *DOD AT Handbook*; DOD 2000.12-P, *DOD AT Strategic Plan*; and other DOD directives applicable to combating terrorism;

Joint Staff publications related to combating terrorism to include pamphlets, handbooks, JTTPs, and studies focusing on combating terrorism and force protection;

USAFRICOM AT OPORD 08-10, and related AT program implementing instructions issued by USAFRICOM;

DA regulation 525-13, *Antiterrorism*, and other related directives in the "190" series;

Other pertinent DOD, Joint Staff, Combatant Command, and Service AT policy guidance, terrorist threat data and warning reports transmitted via the SIPRNet and/or NIPRNet; and other AT documentation as deemed appropriate.

AA regulation 525-13, *Antiterrorism*, and other Army in Africa related directives impacting on combating terrorism efforts.

Classified directives related to combating terrorism and proactive AT/FP measures within AE.

3.0 TASKS

3.1 PERFORMANCE REQUIREMENTS. The Contractor shall perform the duties listed below (including the production of deliverables as specified in paragraph 6.0), and provide consultation, facilitation, survey, and training services within the scope of this PWS. As stated in paragraph 1.1, above, mission analysis of G3-AT requirements and workload establishes the essential need for at least one Senior Analyst, contributing one full time equivalent labor hours. Additionally, throughout the period of performance the services of an Analyst may be required to handle surge requirements. Services include, but are not limited to:

3.1.1 REVIEWING AND COORDINATING SETAF RESPONSES TO HIGHER HEADQUARTERS REGARDING AT DIRECTIVES

3.1.1.a Review, analyze, coordinate, and comment on proposed AT documents. Examples would include the full range of DOD, Joint Staff, Service, Agency and combatant command publications dealing with AT. Deliverables would be an analysis with recommendations in a format specified by G3-AT, or rewrite of documents if desired within established suspense's.

3.1.1.b Review and comment on USAFRICOM AT Strategic Plan, current USAFRICOM AT OPORD, other command directives to include OPLANs, CONPLANs, DEPORDs, OPORDs, EXORDs, etc., and CDRUSAFRICOM and DA guidance issued regarding specific AT issues. Other examples may include DOD Threat Methodology, Joint Staff "Commander's AT Handbook", DODD 2000-12, DOD 2000-12H, DODI 2000-16, JTTPs regarding AT related areas, Service and/or Agency AT directives, and guidance proposed/issued by other U.S. government agencies.

3.1.2 PREPARING/COORDINATING CHANGES TO AA REGULATION 525-13. The following are representative of potential tasks associated with this PWS, but are not all inclusive:

3.1.2.a DOD and Joint Staff proposals regarding security of garrison, in-transit forces and other AT operational concepts. This could extend to tasks related to employment of advanced technology in high-risk locations as well as procedural concepts, training and operational employment of security awareness, survival techniques, and counter surveillance.

3.1.2.b SETAF responses to DOD, Joint Staff, USAFRICOM, USEUCOM, and HQDA studies/initiatives and USEUCOM initiated AT actions. For example: CG, SETAF visits a location, makes observation and tasks AT proponents to answer questions or resolve an issue – for a qualified AT SME, estimate no more than 24 hours being required as an average for research, coordination and preparation of the final product.

3.1.3 PROVIDING AT CONSULTANT SERVICES TO FIELD ACTIVITIES

3.1.3.a Assessments, Surveys and Staff Assistance. Contractor shall actively participate in visits throughout the AOR to demonstrate, provide presentations, and improve users' knowledge of the system. Staff assistance may extend to providing AT implementation guidance and on-site AT training.

3.1.3.b Implementation of Contractor oversight pursuant to DODI 2000.16 and the NISPOM. Development of architecture for executing oversight and vetting of contractors as well as identifying issues along with solutions for compliance with the FAR and other statutory requirements. This support may require Background/Talking Papers, which analyze specific scenarios and situations requiring the consistent application of AT policy and standards.

3.1.4 FACILITATING EXECUTION OF PROACTIVE AT PROGRAMS

3.1.4.a Facilitate forums to review and analyze AT implementation and development. Assist in G3-AT preparation and participation in these forums. Deliverables include schedules, agendas, read-ahead packages, Power Point briefings, and minutes documenting meeting results.

3.1.4.b Facilitate proactive AT initiatives by coordinating specialized, classified support to field activities and subordinate commands.

3.1.5 CONDUCTING AT SURVEYS, SELF-INSPECTIONS AND PROGRAM REVIEWS

3.1.5.a Apply USAFRICOM benchmarks and DOD guidelines, conduct program assessments and reviews. Prepare AE unique self-inspection checklists as required by USAFRICOM AT OPORD 08-10.

3.1.5.b Provide assessment/review results to G3-AT for action. Include analysis of management practices, recommended solutions to improve efficiency, and assist in implementing improved procedures to increase effectiveness.

4.0 KEY PERSONNEL REQUIREMENTS

4.1.1 QUALIFICATIONS

4.1.1.a Senior Analyst. The Contractor shall provide a person with recent and relevant experience as a Senior Analyst for antiterrorism programs or services. Recent experience is defined as experience within the previous four years due to the rapidly changing environment in antiterrorism. The Senior Analyst shall be the Contractor's senior on-site program manager responsible to the Contracting Officer and COR for all contract matters. The Senior Analyst shall have extensive knowledge in developing and implementing the requirements in the directives in paragraph 2.0. The Senior Analyst shall have extensive knowledge of the terrorist threat and recent experience in implementing or recommending for implementation counter measures using National assets. The Senior Analyst

shall have recent experience in producing written and providing oral communications at the MACOM or higher level. The Senior Analyst shall be capable of producing briefings, policy, and Operations Orders for General Officer (Brigadier General to General) review, approval, and signature. The Senior Analyst shall be responsible for the management of all Contractor personnel and responsiveness to PWS requirements. The Senior Analyst shall have full authority to act for the Contractor on all matters related to performance of the tasks in the PWS. The Senior Analyst shall be responsible for the submission of all reports and products related to the PWS. This effort is based upon 1,920 hours during the period of performance of the contract. This is based upon a 12 month contract.

4.1.1.b Analyst. The Contractor shall provide an Analyst to perform tasks specified in paragraphs 1.2 and 3.1. This person, historically, has not been a full time equivalent position. The Contractor must obtain written approval for any use of the Analyst prior to the start of any work. The Analyst must have a detailed knowledge of AA regulation 525-13 and the directives specified in paragraph 2.0, above, as well as documented skills in management analysis, automated information systems (creation and management of homepages) and written/spoken communications.

4.1.2 WORK MANAGEMENT. The Senior Analyst shall be the daily point of contact with the COR.

4.1.2.1 The Senior Analyst shall be designated in writing by name to the Contracting Officer. When the Senior Analyst is absent, the Analyst shall act on their behalf with full authority of the Contractor. The Contractor agrees that a partial basis for the award of this contract is the name of the Senior Analyst proposed. Accordingly, the Contractor agrees to assign to this contract the Senior Analyst submitted with the proposal 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. 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 ninety days 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 render a judgment whether or not the Contractor is maintaining the same quality of personnel that provided the partial basis for award.

4.1.2.2 The Senior Analyst and Analyst shall be available either by cell phone or other devices 24 hours a day, 7 days a week. The COR shall be informed of all travel itineraries and projected absences of the Senior Analyst and Analyst.

4.2.1 SECURITY REQUIREMENTS

4.2.1.1 FACILITY AND PERSONNEL SECURITY CLEARANCES

4.2.1.1.a The Senior Analyst shall possess an active U.S. TOP SECRET/SCI for the duration of the contract. All other Contractor employees must have at least a U.S. SECRET clearance and be eligible for a U.S. TOP SECRET clearance. These requirements will be specified in the DD Form 254 associated with the contract.

4.2.1.1.b The Government will provide on-site facilities commensurate with the level of classification of the information being used under this PWS and with the level of classification of the resulting deliverables.

4.2.2 CONTRACTOR VISIT AUTHORIZATION The Contractor shall prepare and distribute required visit notifications in accordance with the NISPOM, and shall execute necessary documentation to satisfy SETAF SSO procedures and requirements.

5.0 CONTRACT MANAGEMENT

5.1 COR DESIGNATION. The COR will issue and exercise performance oversight for all requirements within the PWS.

5.1.2 QUALITY ASSURANCE. The Government will evaluate the Contractor's performance under the Quality Assurance Surveillance Plan (QASP). All actions completed will be evaluated and recorded by the COR. Any substandard performance will be immediately reported to the Contracting Officer and the Contractor by issuance of a Contract Discrepancy Report (CDR).

5.1.3 QUALITY AND TIMELINESS. The documents prepared under this contract shall accurately reflect the current applicable laws, regulations, instructions, directives, and procedures relating to the requirements established by the COR. Performance shall be consistent with the specific milestones, decision points, and objectives established by the COR, and as specified in the deliverable schedule.

5.1.4 CONTRACTOR RECORDS. The Contractor shall maintain records for the duration of the contract. Progress reports shall be submitted to the COR on a monthly basis, or as otherwise specified by the COR. Additionally, the Contractor shall provide in-progress review briefings and reports (to include updated performance schedules and projected timelines) to the COR as required.

5.1.5 CERTIFICATES OF NONDISCLOSURE. The Contractor personnel will sign certificates of nondisclosure regarding information from the Defense Program Documents, published or unpublished, and the Defense Program database, but also to equivalent published and unpublished POM documents, POM data produced and maintained by the Service Components, as well as program information that may be made available through NATO/NATO releasable documents and/or related analysis.

5.1.7 LIMITATIONS

5.1.7.1 The Contractor shall not perform any task that requires the use of the Contractor's discretion or judgment in relation to the acquisition strategy or source selection standards and criteria or any other matter that is an inherently governmental function. Inherently Governmental functions are defined in 48 CFR.

5.1.7.2 This is a non-personal service contract. The Contractor personnel providing services under this contract will be controlled, directed, and supervised at all times by management personnel of their company. To avoid any appearance of personal services or other impropriety, the Senior Analyst is responsible for the hiring, performance assessment, training and direction of the contractor workforce. In the performance of this responsibility, the Senior Analyst shall perform the following work with regard to performance under this contract: receive tasks; separate routine from non-routine actions; prioritize contractor personnel activities; assign tasks and review the work quality of contractor employees; identify issues needing to be resolved by the Government; perform research related to managing the day-to-day contractor functions and provide recommendations to the Government; thoroughly analyze alternatives before presenting them to the Government; and, upon selection of the correct course of action by the Government, prepare high-quality signature-ready documentation or take the needed steps to complete the action/task.

6.0 DELIVERABLES

6.1 The Contractor shall provide deliverables in an electronic format compatible with programs and applications currently used by SETAF G3 AT. The deliverables shall be provided in hard copy when specified. Such deliverables shall include those products and services described in paragraph 3.1, and as directed by the COR or his/her alternate.

6.2 The Contractor shall provide copies of all written or automated products to the supported staff element, command or field activity with a copy furnished to HQ SETAF G3-AT (Antiterrorism Division) at the following address:

COMMANDER, SETAF
ATTN: G3-AT
UNIT 31401
APO AE 09630
POINT OF CONTACT: Mr. Darryl Bowman, SETAF At/FP

7.0 TRAVEL

When required to travel, all associated costs for travel and lodging will be reimbursed in accordance with limitations specified in the Joint Travel Regulation (JTR) to the Contractor. The Contractor shall request reimbursement for travel expenses, using JTR guidelines, through the HQ SETAF G3-AT COR. The Government will provide official Government orders in the form of Letter of Identification (LOI) when appropriate. The Contractor is responsible for sending visit notifications in accordance with the NISPOM (when required) and initiating requests for travel clearances in accordance with the Foreign Clearance Guide (FCG). All travel plans will be approved in advance by the COR.

Anticipated travel during the period of performance includes one to two visits to Washington, D.C. for conferences and consultations with HQDA AT counterparts, two to three visits to conferences within the AOR, and one or more visits to installations and/or deployment locations to provide survey support and AT program evaluations (total could be as high as nine (9)). Visit duration may be for two to three days.

The Government will provide all requirements for travel in writing to the Contractor and will provide a minimum lead-time in accordance with the following table:

Duration of TDY in Days	Minimum Lead Time Notification
2 – 3 calendar days	3 calendar days
3 – 7 calendar days	7 calendar days
More than 7 calendar days	14 calendar days

Table 7-1

8.0 ACCESS TO GOVERNMENT WORKPLACE AND EXPECTED SERVICE HOURS

8.1 ACCESS HOURS. Access hours to the Government workplace may vary depending on mission requirements (to include weekends and U.S. national holidays). Contractor support must be available during normal business hours (e.g., Mon-Fri, 0800-1700). The Government will ensure that the Contractor has access to the workplace during these hours. Outside of these hours the Contractor shall coordinate with the COR for access. The Government reserves the right to change work locations and operating hours for the AT SME with little or short notice. Such variances will be coordinated between the Senior Analyst/AT SME and the COR. If there is any increase in cost due to these changes the Contracting Officer is the only person authorized to agree to changes with the Contractor.

8.2 PLACE OF PERFORMANCE. On site services shall be performed at Headquarters, Southern European Task Force (Caserma Ederle), Vicenza, Italy.

9.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/UTILITIES

9.1 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT. The SETAF G3 AT will provide the contractor timely access to government documents. Only the contractor personnel working on-site in the G3-AT on a regular basis will be provided workspace and routine administrative support in SETAF facilities. G3-AT will provide contractor personnel with normal office workspace and automation support, including but not limited to a computer workstation, e-mail account(s), and use of scanners, printers, fax and telephone, as well as normal office supplies.

9.1.1 ACCESS SECURITY. The COR will ensure that the Contractor is provided all Government installation and facility access documents that are necessary to perform their duties.

9.2 GOVERNMENT FURNISHED UTILITIES The Government will furnish heat, lights and toilet facilities. The Contractor shall instruct their employees in appropriate utilities conservation practices in accordance with the COR's instructions during the pre-performance conference.

9.2.1 The Government will provide all necessary cleaning supplies and materials required to maintain Government provided facilities used by the contractor.

9.2.2 The Contractor will replace at no cost to the Government any procured equipment that is damaged, destroyed or lost.

10.0 Individual Logistical Support (ILS) For contractor personnel working under this contract in the SETAF G3-AT, there is no Government ILS. This paragraph does not grant any type of direct monetary benefit or compensation (similar to what Government civilian employees receive under the Department of State Standardization Regulations) to the contractor or the contractor's employees directly. All compensation from the Government to the contractor

under this contract is included in the contact line item prices proposed by the contractor and accepted by the Government.

11.0 Contractor Manpower Reporting. The Contractor shall report all contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

**Performance Work Statement (PWS) for
Antiterrorism (AT) Subject Matter Expert (SME) Services
U.S. Army, Europe (USAREUR)/ 7th Army (7A), G3-AT Division**

1.0 INTRODUCTION

1.1 BACKGROUND

Terrorist activity continues throughout the USAREUR area of responsibility (AOR), and combating terrorism remains at the top of the USAREUR Commanding General's (CG) list of priorities. As the principle advisor to the CG, USAREUR/7A, for AT efforts, the G3 is charged with the responsibility of developing and implementing comprehensive plans and programs to counter the terrorist threat. The G3-AT is staffed with capable officers, non-commissioned officers, and DOD civilians. However, the significant personnel turnovers; evolving AT program requirements; and the need to rapidly finalize actions impacting on the safety and security of personnel within the Army in Europe (AE), has the G3-AT confronted with a tangible AT personnel and continuity shortfall. To provide adequate continuity, coordinated countermeasures, and effective implementation of AT program directives, the G3-AT requires the services of AT SME(s) with extensive and current knowledge of the directives referenced in paragraph 2.0, below; (2) extensive relevant experience at the Major Command (MACOM) or higher level staffing documents and policy; and (3) an understanding of the USAREUR AOR and strategic objectives related to USAREUR's and the Army's transformation.

1.2 SCOPE OF WORK

The Contractor shall provide all necessary personnel, management, and other items and services not listed as Government provided for Antiterrorism program services to the USAREUR G3 capable of the following:

- (1) Interfacing with Headquarters, Department of the Army (HQDA) and the U.S. European Command (USEUCOM) AT points of contact regarding the development of new AT guidance in the directives listed in paragraph 2.0, below (to include review, editing and coordinating proposed changes);
- (2) Preparing and coordinating changes to AE regulation 525-13 to implement evolving AT guidance issued by DOD, USEUCOM and HQDA;
- (3) Responding to questions from field activities and USAREUR staff elements regarding AT requirements, and refining guidance in applicable AE directives;
- (4) Facilitating AT program implementation by coordinating specialized, classified support to field activities; and
- (5) Conducting surveys, self-inspections and program reviews to enhance AT management and program implementation.
- (6) Participate in Joint Antiterrorism Working Groups and Threat Working Groups in USEUCOM and USAREUR.

- (7) Provide presentation material and brief USAREUR major subordinate commands on the USEUCOM and USAREUR Force Protection programs.
- (8) Support the generation of Force Protection staff summary sheets and bullet background papers.
- (9) Review and provide comments on functional and/or technical documents, plans, reports, drawings, and specifications relating to Force Protection requirements.
- (10) Attend and participate in meetings deemed appropriate by the USAREUR G3 AT.
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- (12) Provide data for working groups and executive committee meetings outlined in regulatory guidance and provide required agenda items, slides, and analysis.

All of these actions are required pursuant to DOD, CJCS, combatant command, and HQDA directives.

1.3 OBJECTIVE

USAREUR has a requirement for critically needed AT SME services within the USAREUR G3-AT Division. The Contractor shall provide a broad range of analyses and assessments; quick response research and studies; and other technical and administrative services as specified in paragraph 3.0, below. The Contractor shall provide services related to tasks ranging from decision-making support and resource analysis to developing AT concepts, doctrine, strategy, and policy. The Contractor shall analyze and evaluate current AT program and user requirements; review system objectives and document system design specifications; and identify alternative approaches and select appropriate methodologies based on strategic doctrinal and policy guidance. The Contracting Officer's Representative (COR) will assign the Senior Analyst/AT SME missions and specific tasks within the scope of work identified in paragraph 1.2, above, and consistent with the requirements stated in paragraph 3.0. The Contractor shall provide an AT SME possessing extensive, relevant, and current AT knowledge, executive management experience, and a thorough understanding of AE policies to accomplish the tasks listed in paragraph 3.0 and to expedite essential and time sensitive support to USAREUR in fulfilling responsibilities as defined in DODD 2000.12, DODI 2000.16, USEUCOM AT OPORD 08-01, and applicable HQDA directives. The Contractor shall have current and authoritative knowledge of the references in paragraph 2.0. The government will furnish the following documents, files, and other publications to the Contractor to accomplish the tasks listed in paragraph 3.0.

2.0 APPLICABLE REFERENCES

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DA regulation 525-13, *Antiterrorism*, and other related directives in the "190" series;

Other pertinent DOD, Joint Staff, Combatant Command, and Service AT policy guidance, terrorist threat data and warning reports transmitted via the SIPRNet and/or NIPRNet; and other AT documentation as deemed appropriate.

AE regulation 525-13, *Antiterrorism*, and other Army in Europe related directives impacting on combating terrorism efforts.

Classified directives related to combating terrorism and proactive AT/FP measures within AE.

3.0 TASKS

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hours. Additionally, throughout the period of performance the services of an Analyst may be required to handle surge requirements. Services include, but are not limited to:

3.1.1 REVIEWING AND COORDINATING USAREUR RESPONSES TO HIGHER HEADQUARTERS REGARDING AT DIRECTIVES

3.1.1.a Review, analyze, coordinate, and comment on proposed AT documents. Examples would include the full range of DOD, Joint Staff, Service, Agency and combatant command publications dealing with AT. Deliverables would be an analysis with recommendations in a format specified by G3-AT, or rewrite of documents if desired within established suspense's.

3.1.1.b Review and comment on USEUCOM AT Strategic Plan, USEUCOM AT OPORD, other command directives to include OPLANs, CONPLANs, DEPORDs, OPORDs, EXORDs, etc., and CDRUSEUCOM and DA guidance issued regarding specific AT issues. Other examples may include DOD Threat Methodology, Joint Staff "Commander's AT Handbook", DODD 2000-12, DOD 2000-12H, DODI 2000-16, JTTPs regarding AT related areas, Service and/or Agency AT directives, and guidance proposed/issued by other U.S. government agencies.

3.1.2 PREPARING/COORDINATING CHANGES TO AE REGULATION 525-13. The following are representative of potential tasks associated with this PWS, but are not all inclusive:

3.1.2.a DOD and Joint Staff proposals regarding security of garrison, in-transit forces and other AT operational concepts. This could extend to tasks related to employment of advanced technology in high-risk locations as well as procedural concepts, training and operational employment of security awareness, survival techniques, and counter surveillance.

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3.1.5.a Apply USEUCOM benchmarks and DOD guidelines, conduct program assessments and reviews. Prepare AE unique self-inspection checklists as required by USEUCOM AT OPORD 08-01.

3.1.5.b Provide assessment/review results to G3-AT for action. Include analysis of management practices, recommended solutions to improve efficiency, and assist in implementing improved procedures to increase effectiveness.

4.0 KEY PERSONNEL REQUIREMENTS

4.1.1 QUALIFICATIONS

4.1.1.a Senior Analyst. The Contractor shall provide a person with recent and relevant experience as a Senior Analyst for antiterrorism programs or services. Recent experience is defined as experience within the previous four years due to the rapidly changing environment in antiterrorism. The Senior Analyst shall be the Contractor's senior on-site program manager responsible to the Contracting Officer and COR for all contract matters. The Senior Analyst shall have extensive knowledge in developing and implementing the requirements in the directives in paragraph 2.0. The Senior Analyst shall have extensive knowledge of the terrorist threat and recent experience in implementing or recommending for implementation counter measures using National assets. The Senior Analyst shall have recent experience in producing written and providing oral communications at the MACOM or higher level. The Senior Analyst shall be capable of producing briefings, policy, and Operations Orders for General Officer (Brigadier General to General) review, approval, and signature. The Senior Analyst shall be responsible for the management of all Contractor personnel and responsiveness to PWS requirements. The Senior Analyst shall have full authority to act for the Contractor on all matters related to performance of the tasks in the PWS. The Senior Analyst shall be responsible for the submission of all reports and products related to the PWS.

4.1.1.b Analyst. The Contractor shall provide an Analyst to perform tasks specified in paragraphs 1.2 and 3.1. This person, historically, has not been a full time equivalent position. The Analyst must have a detailed knowledge of AE regulation 525-13 and the directives specified in paragraph 2.0, above, as well as documented skills in management analysis, automated information systems (creation and management of homepages) and written/spoken communications.

4.1.2 WORK MANAGEMENT. The Senior Analyst shall be the daily point of contact with the COR.

4.1.2.1 The Senior Analyst shall be designated in writing by name to the Contracting Officer. When the Senior Analyst is absent, the Analyst shall act on their behalf with full authority of the Contractor. The Contractor agrees that a partial basis for the award of this contract is the name of the Senior Analyst proposed. Accordingly, the Contractor agrees to assign to this contract the Senior Analyst submitted with the proposal 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. 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 ninety days 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 render a judgment whether or not the Contractor is maintaining the same quality of personnel that provided the partial basis for award.

4.1.2.2 The Senior Analyst and Analyst shall be available either by cell phone or other devices 24 hours a day, 7 days a week. The COR shall be informed of all travel itineraries and projected absences of the Senior Analyst and Analyst.

4.2.1 SECURITY REQUIREMENTS

4.2.1.1 FACILITY AND PERSONNEL SECURITY CLEARANCES

4.2.1.1.a The Senior Analyst shall possess an active U.S. TOP SECRET/SCI for the duration of the contract. All other Contractor employees must have at least a U.S. SECRET clearance and be eligible for a U.S. TOP SECRET clearance. These requirements will be specified in the DD Form 254 associated with the contract.

4.2.1.1.b The Government will provide on-site facilities commensurate with the level of classification of the information being used under this PWS and with the level of classification of the resulting deliverables.

4.2.2 CONTRACTOR VISIT AUTHORIZATION The Contractor shall prepare and distribute required visit notifications in accordance with the NISPOM, and shall execute necessary documentation to satisfy USAREUR SSO procedures and requirements.

5.0 CONTRACT MANAGEMENT

5.1 COR DESIGNATION. The COR will issue and exercise performance oversight for all requirements within the PWS.

5.1.2 QUALITY ASSURANCE. The Government will evaluate the Contractor's performance under the Quality Assurance Surveillance Plan (QASP). All actions completed will be evaluated and recorded by the COR. Any substandard performance will be immediately reported to the Contracting Officer and the Contractor by issuance of a Contract Discrepancy Report (CDR).

5.1.3 QUALITY AND TIMELINESS. The documents prepared under this contract shall accurately reflect the current applicable laws, regulations, instructions, directives, and procedures relating to the requirements established by the COR. Performance shall be consistent with the specific milestones, decision points, and objectives established by the COR, and as specified in the deliverable schedule.

5.1.4 CONTRACTOR RECORDS. The Contractor shall maintain records for the duration of the contract. Progress reports shall be submitted to the COR on a monthly basis, or as otherwise specified by the COR. Additionally, the Contractor shall provide in-progress review briefings and reports (to include updated performance schedules and projected timelines) to the COR as required.

5.1.5 CERTIFICATES OF NONDISCLOSURE. The Contractor personnel will sign certificates of nondisclosure regarding information from the Defense Program Documents, published or unpublished, and the Defense Program database, but also to equivalent published and unpublished POM documents, POM data produced and maintained by the Service Components, as well as program information that may be made available through NATO/NATO releasable documents and/or related analysis.

5.1.7 LIMITATIONS

5.1.7.1 The Contractor shall not perform any task that requires the use of the Contractor's discretion or judgment in relation to the acquisition strategy or source selection standards and criteria or any other matter that is an inherently governmental function. Inherently Governmental functions are defined in 48 CFR.

5.1.7.2 This is a non-personal service contract. The Contractor personnel providing services under this contract will be controlled, directed, and supervised at all times by management personnel of their company. To avoid any appearance of personal services or other impropriety, the Senior Analyst is responsible for the hiring, performance assessment, training and direction of the contractor workforce. In the performance of this responsibility, the Senior Analyst shall perform the following work with regard to performance under this contract: receive tasks; separate routine from non-routine actions; prioritize contractor personnel activities; assign tasks and review the work quality of contractor employees; identify issues needing to be resolved by the Government; perform research related to managing the day-to-day contractor functions and provide recommendations to the Government; thoroughly analyze alternatives before presenting them to the Government; and, upon selection of the correct course of action by the Government, prepare high-quality signature-ready documentation or take the needed steps to complete the action/task.

6.0 DELIVERABLES

6.1 The Contractor shall provide deliverables in an electronic format compatible with programs and applications currently used by USAREUR G3 AT. The deliverables shall be provided in hard copy when specified. Such deliverables shall include those products and services described in paragraph 3.1, and as directed by the COR or his/her alternate.

6.2 The Contractor shall provide copies of all written or automated products to the supported staff element, command or field activity with a copy furnished to HQ USAREUR G3-AT (Antiterrorism Division) at the following address:

COMMANDER, USAREUR/7A
ATTN: G3-AT
UNIT 29351
APO AE 09014
POINT OF CONTACT: Mr. Donald Grosz, Deputy Division Chief

7.0 TRAVEL

When required to travel, all associated costs for travel and lodging will be reimbursed in accordance with limitations specified in the Joint Travel Regulation (JTR) to the Contractor. The Contractor shall request reimbursement for travel expenses, using JTR guidelines, through the HQ USAREUR G3-ATCOR. The Government will provide official Government orders in the form of Letter of Identification (LOI) when appropriate. The Contractor is responsible for sending visit notifications in accordance with the NISPOM (when required) and initiating requests for travel clearances in accordance with the Foreign Clearance Guide (FCG). All travel plans will be approved in advance by the COR.

Anticipated travel during the period of performance includes one to two visits to Washington, D.C. for conferences and consultations with HQDA AT counterparts, two to three visits to conferences within the AOR, and one or more visits to installations and/or deployment locations to provide survey support and AT program evaluations (total could be as high as nine (9)). Visit duration may be for two to three days.

The Government will provide all requirements for travel in writing to the Contractor and will provide a minimum lead-time in accordance with the following table:

Duration of TDY in Days	Minimum Lead Time Notification
2 – 3 calendar days	3 calendar days
3 – 7 calendar days	7 calendar days
More than 7 calendar days	14 calendar days

Table 7-1

8.0 ACCESS TO GOVERNMENT WORKPLACE AND EXPECTED SERVICE HOURS

8.1 ACCESS HOURS. Access hours to the Government workplace may vary depending on mission requirements (to include weekends and U.S. national holidays). Contractor support must be available during normal business hours (e.g., Mon-Fri, 0800-1700). The Government will ensure that the Contractor has access to the workplace during these hours. Outside of these hours the Contractor shall coordinate with the COR for access. The Government reserves the right to change work locations and operating hours for the AT SME with little or short notice. Such variances will be coordinated between the Senior Analyst/AT SME and the COR. If there is any increase in cost due to these changes the Contracting Officer is the only person authorized to agree to changes with the Contractor.

8.2 PLACE OF PERFORMANCE. On site services shall be performed at Headquarters, U.S. Army Europe, 168 Roemerstrasse (Campbell Barracks), D-69126 Heidelberg, Germany.

9.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/UTILITIES

9.1 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT. The USAREUR G3 AT will provide the contractor timely access to government documents. Only the contractor personnel working on-site in the G3-AT on a regular basis will be provided workspace and routine administrative support in USAREUR facilities. G3-AT will provide contractor personnel assigned to G3-AT with normal office workspace and automation support, including but not limited to a computer workstation, e-mail account(s), and use of scanners, printers, fax and telephone, as well as normal office supplies.

9.1.1 ACCESS SECURITY. The COR will ensure that the Contractor is provided all Government installation and facility access documents that are necessary to perform their duties.

9.2 GOVERNMENT FURNISHED UTILITIES The Government will furnish heat, lights and toilet facilities. The Contractor shall instruct their employees in appropriate utilities conservation practices in accordance with the COR's instructions during the pre-performance conference.

9.2.1 The Government will provide all necessary cleaning supplies and materials required to maintain Government provided facilities used by the contractor.

9.2.2 The Contractor will replace at no cost to the Government any procured equipment that is damaged, destroyed or lost.

10.0 Individual Logistical Support (ILS) For contractor personnel working under this contract in the G3-AT, Government ILS is provided to those contract employees granted Technical Expert Status Accreditation from the appropriate German State Government (see Army in Europe Regulation 715-9 available online at http://www.per.hqusareur.army.mil/CPD/DocPer/pdf_files/aer715_9.pdf or for more information visit the DoD Contractor Personnel Office web site at <http://www.per.hqusareur.army.mil/CPD/DocPer/GermanyDefault.aspx>). Historically, the Senior Analyst position has been granted Technical Expert Status. This paragraph does not grant any type of direct monetary benefit or compensation (similar to what Government civilian employees receive under the Department of State Standardization Regulations) to the contractor or the contractor's employees directly. All compensation from the Government to the contractor under this contract is included in the contact line item prices proposed by the contractor and accepted by the Government.

11.0 Contractor Manpower Reporting. The Contractor shall report all contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

ITEM(S) 1001, 1002, 1003 - AFRICOM AT DIV PWS

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
7500	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Applicable CLINs: 0001, 1001, 2001

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

Applicable CLINs: 0003, 1003, 2003

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

(a) Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the

material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

Applicable CLINs: 0002, 1002, 2002

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-SEP-2008 TO 20-SEP-2009	N/A	HQ USAREUR & 7A MR. DONALD W. GROSZ G3 AT DIVISION UNIT 29351 APO AE 09014 370-6168 FOB: Destination	WK4SV4
0002	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4SV4
0003	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4SV4
1001	POP 21-SEP-2008 TO 20-SEP-2009	N/A	HQ, USAFRICOM MR. PAUL GAMBLE UNIT 30401 AT DIVISION APO AE 09017 314-421-4120 FOB: Destination	WK4E3R
1002	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4E3R
1003	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4E3R
2001	POP 21-SEP-2008 TO 20-SEP-2009	N/A	HQ, SOUTHERN EUROPEAN TASK FORCE MR. DARRYL BOWMAN UNIT 31401 G3 AT APO AE 09630 314-635-4388 FOB: Destination	
2002	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
2003	POP 21-SEP-2008 TO 20-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
7500	POP 21-JUN-2008 TO 20-JUN-2009	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Shall Not be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Shall be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The Netherlands holidays are:

New Year's Day	01 January
Good Friday	Varies yearly
Easter Monday	Varies yearly
The Queen's Birthday	30 April
Ascension Day	Varies yearly
Whit-Monday	Varies yearly
Christmas Day	25 December
Boxing Day	26 December

The Belgium holidays are:

New Year's Day	01 January
Easter Monday	varies yearly
Labor Day	01 May
Ascension Day	varies yearly
Bank Holiday	varies yearly
Whit-Monday	varies yearly
National Independence Day	21 July
Assumption	15 August
All Saints Day	01 November
Armistice Day	11 November
Dynasty Day	varies yearly
Christmas Day	25 December

Luxembourg holidays are:

New Year's Day	01 January
Carnival Monday	varies yearly
Easter Monday	varies yearly
May Holiday	01 May
Ascension Day	varies yearly
Whit-Monday	varies yearly
National Holiday	23 June
Assumption	01 November
All Souls' Day	02 November
Christmas Day	25 December
Christmas Day	26 December
Boxing Day	26 December

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies

Corpus Christi (Only in Baden-Wuerttemberg, Bavaria, Hessen, Nordrhein- Westphalia,Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas Day	25 December
2nd Christmas Day	26 December

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

USAREUR Organizational Sponsor:Mr. Donald Grosz

Location: Campbell Barracks Building No: 12

DSN Phone No: 370-6168

Don.grosz@us.army.mil

AFRICOM Organizational Sponsor:Mr. Paul Gamble

Location: Kelly Barracks

DSN Phone No: 421-4120

Paul.gamble@africom.mil

SETAF Organizational Sponsor:Mr. Darryl Bowman

Location: Caserma Ederle Building No: 1

DSN Phone No: 635-4535

Darryl.bowman@eur.army.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997

252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

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

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

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

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.

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

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

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

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

(2) Treaties and international agreements;

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

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

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

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

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

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

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

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

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

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

(ii) The Contracting Officer's Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

Applicable CLINs: 0001, 1001, 2001

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

Applicable CLINs: 0003, 1003, 2003

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

Applicable CLINs: 0002, 1002, 2002

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

Applicable CLINs: 0002, 1002, 2002

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the

contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(b) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Pre-deployment requirements.

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

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

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

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

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

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

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

(j) Weapons.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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

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

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491.

(End of clause)

252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): .

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

“I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972.” An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 237-4000 CONTRACTOR IDENTIFICATION REQUIREMENT (March 2005)

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious are required to identify themselves as such to avoid being mistaken for Government officials. Contractors performing work at Government workplaces will provide their employees with an easily readable identification (ID) badge indicating the employee's name, the contractor's name, the functional area of assignment, and a recent color photograph of the employee. Contractors shall require their employees wear the ID

badges visibly when performing work at Government workplaces. Contractor personnel must also ensure that all e-mails, documents or reports they produce are suitably marked as contractor products or that contractor participation is appropriately disclosed.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
	CLIN 1001 Exhibit(s)	1	
	CLIN 0001 Exhibit(s)	1	
	CLIN 2001 Exhibit(s)	1	
Attachment 1	QASP		12-AUG-2008

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS**D. PROPOSAL SUBMISSION**

Volumes. The proposals shall be organized in the following volumes. The proposals shall be sent electronically and digitally, Volume 1 shall be sent separate from Volumes 2-5, to jeffrey-harrington@eur.army.mil. The electronic files and digital CDs must be received by 14:00 Central European Summer Time (CEST) 9 September 2008 at this email address and at RCO-Seckeneheim, Hammonds Bks. Geb 968, Badener Platz, 68239 MA-Seckeneheim, Germany. This time zone is six hours ahead of the Eastern Standard Time (EST). 08:00 EST is 14:00 CEST. All pages shall be numbered and the following volumes of material shall be submitted. Digital copies shall be provided on CD-ROM disk in Microsoft Word (Office Version 2003 or lower) and Microsoft Excel (Office Version 2003 or lower). File names to be "Company Name – Initial" for the first submission. File name of later submissions, if necessary, shall be "Company Name – Revision X" with X indicating the number of the revision.

Volume Number	Volume Title	Number of Digital Copies (CD)	Maximum Number of Pages**	SEC L Paragraph Reference
1	Offer Price Proposal	1	N/A	c (ii)
2	Technical Capability/Management Proposal: Approach for Overall Solicitation Approach for the Analysis and/or Critique of a DoD AT Regulation	1	30 Pages,	c (iii)
3	Key Personnel's Relevant Experience	1	15 Pages, Not including resumes and Letters of Commitment	c (iv)
4	Past Performance	1	3 Pages, <u>Past Performance References Only</u>	c (v)
5	Security Clearances	1	1 Page per Person (Senior Analyst, Analyst) Signed, Scanned letter by Facility Clearance Officer	c (vi)

Note **: Any excess pages will not be evaluated.

c. **Instructions**

(i) Offerors are required to meet all solicitation requirements and technical requirements to be eligible for award. Failure to meet a requirement may result in an offer being ineligible for award. Provide the completed original hard copy solicitation with contractor information completed as required, in volume 2.

(ii) The following specific instructions are applicable to the listed sections of the solicitation:

1. Complete the "Signature of Offeror/Contractor" part of the Standard Form 33 in Blocks 15a through 18. An authorized official of the firm must sign the Standard Form 33.
2. CLIN price information will be entered in the Schedule. The price proposal (Volume 1) shall be prepared in accordance with these instructions, and will be evaluated in accordance with Section M of the solicitation. The price proposal shall be based on the offeror's own technical proposal and the Government's Performance Work Statement requirements as set forth herein.
3. Provisions. Complete fill-in(s) if applicable.
4. Complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. Complete all additional representation and certifications listed in section K of this solicitation.

(iii). All contractors responding to this solicitation shall prepare a proposal addressing the evaluation factor stated below. The proposal shall be provided in a volume (Volume 2).

The Technical Proposal shall contain the information/documents listed below. The technical proposal shall be limited to 12-pitch, single spaced, double-sided, 8.5x11 inch pages. The page limitation, in the table above, not including resumes and Tabs, includes all other information e.g., indices, photographs, appendices, attachments, etc. Each printed side counts as one page. Caution: If a proposal exceeds the page limitation, the Government will not review any pages that exceed the page limitation, starting on the first page of the technical proposal. Digital copies must be provided on compact disk, read-only memory.

The Technical Proposal must address the following:

Technical/Management Approach .

a. Offerors shall submit documentation that demonstrates their technical and management approach for the entire requirement. Offerors shall address the following areas: (i) Extent to which their proposal demonstrates a clear understanding in meeting the requirements in the PWS; (ii) the offeror's plan to cover the work during employee absences (annual leave, sick leave, and resignations); and (iii) the offeror's methods and approach in meeting the requirements in a timely manner in order to provide the Government with a high level of confidence of successful completion.

(iv). All offerors responding to this solicitation shall prepare a volume (volume 3) that addresses the offeror's ***Key Personnel's Relevant Experience***.

Key Personnel's Experience: Offerors must submit a resume and documentation for their proposed Senior Analyst and Analyst that shows their experience as a Senior Analyst and Analyst for a program of similar size and scope to the USAREUR/7A Antiterrorism program. More quality, recent, and relevant experience will be evaluated more favorably.

NOTE: For proposed personnel, indicate whether they are a current employee of the Offeror. If proposed personnel are not employed with the Offeror at the time the proposal is submitted the Offeror MUST obtain and submit a letter of commitment from that person.

(v). All offerors responding to this solicitation shall prepare a volume (Volume 4) that addresses the offeror's ***Past Performance***

Past Performance. Offerors shall submit three references of their performance in providing Antiterrorism support type services for existing and prior Government contracts. The Government retains the right to obtain Past Performance information from sources other than those provided by the Offeror.

For each contract, the Offeror shall provide the following information:

Contract number, title, contract type, location;
 Actual contract start and completion dates;
 Contract value (total base year and option years) and description of services;
 Indicate if experience was as a Prime Contractor or Subcontractor;
 Identify the Contracting Officer, the Contract Administrator (if different from the Contracting Officer) and, if any, the Contracting Officer's Representative. Include the postal addresses, telephone numbers, telefax numbers, and e-mail addresses.

The Offeror shall provide the Past Performance Questionnaire included in this solicitation to their references with instructions to fill out the questionnaire and submit it directly to the Contracting Officer no later than 9 September 2008 to:

RCO-Seckenheim (USACCE)
 Unit 29331 (Mr. Harrington)
 APO AE 09266
 Jeffrey-harrington@eur.army.mil

Questionnaires received from the Offeror will not be accepted. The Offeror will indicate in Volume 4 of the proposal which references were sent the questionnaires.

(vi). All offerors responding to this solicitation shall prepare a volume (volume 5) that addresses the offeror's ability to provide personnel that have the proper **Security Clearances**.

The Offerors must submit a memorandum signed by a Facility Security Officer that the offeror's personnel proposed for this requirement have a current U.S. TOP SECRET/SCI for the Senior Analyst and appropriate clearance for the Analyst or will be able to obtain an interim clearance upon contract award that is valid throughout the period of performance.

NOTICE TO OFFERORS

1. Offerors must submit an offer for all CLINs for one location. For example, an offeror must submit pricing for CLINs 0001 and 0002 (0003 is not priced) for Heidelberg, Germany for their offer to be accepted for the USAREUR G3 AT requirement.
2. Offerors shall submit their GSA contract number and the PWS for that contract: _____
3. No contact with the Point of Contacts for the organizations is permitted. All questions must be in writing to the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Chief, Regional Contracting Office Seckenheim, USACCE, ACA
 ATTN: Contracting Officer (Mr. Harrington)
 Hammonds Barracks, Building 968
 68239 Mannheim

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of provision)

CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL (March 2005)

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest

Section M - Evaluation Factors for Award

EVALUATION CRITERIA**A. BASIS FOR AWARD**

The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the five evaluation factors: (1) Technical/Management Approach; (2) Key Personnel's Relevant Experience; (3) Past Performance; (4) Security Clearance; and (5) Price. Within Technical/Management Approach there are two subfactors: a. Approach for the overall requirement and b. approach for the analysis and/or critique of a DOD AT Regulation (Unclassified Only). Subfactor a. is slightly more important than subfactor b. Security Clearances will be rated as Pass/Fail. Offerors must receive a rating of "Pass" in Security Clearances in order to be further evaluated and considered for award. Once the Offeror has been rated "Pass," for Security Clearances; Technical/Management Approach is slightly more important than Past Performance. Past Performance and Key Personnel's Experience are equal in importance. Past Performance, Key Personnel's Relevant Experience, and Technical/Management Approach when combined, are significantly more important than Price. Offerors are cautioned that the award may not necessarily be made to the lowest price offered.

B. FACTORS AND SUBFACTORS TO BE EVALUATED:**1. FACTOR I – TECHNICAL/MANAGEMENT APPROACH.****A. APPROACH FOR THE OVERALL REQUIREMENT****B. APPROACH FOR THE ANALYSIS AND/OR CRITIQUE OF A DOD AT REGULATION (UNCLASSIFIED ONLY)****2. FACTOR II – KEY PERSONNEL'S RELEVANT EXPERIENCE****3. FACTOR III – PAST PERFORMANCE****4. FACTOR IV – SECURITY CLEARANCE****5. FACTOR V - PRICE****C. EVALUATION APPROACH**

All proposals shall be subject to evaluation by a team of Government Evaluators. The Technical Evaluation Panel (TEP) shall evaluate the Technical Proposal as follows:

FACTOR I – TECHNICAL/MANAGEMENT APPROACH.

A. APPROACH FOR THE OVERALL REQUIREMENT: The TEP shall rate offeror's proposal for the soundness of its technical and management approach. The TEP's primary focus shall be on the following areas: (i) Extent to which the proposal demonstrates a clear understanding in meeting the requirements in the PWS; (ii) the offeror's plan to cover the work during employee absences (annual leave, sick leave, and resignations); and (iii) the offeror's methods and approach in meeting the requirements in a timely manner in order to provide the Government with a high level of confidence of successful completion.

B. APPROACH FOR THE ANALYSIS AND/OR CRITIQUE OF A DOD AT REGULATION (UNCLASSIFIED ONLY): The TEP shall rate offeror's proposal for the adequacy of the offeror's provided analysis and/or critique of a Department of Defense (DoD) Antiterrorism (AT) regulation within the previous two years. The offeror shall provide an actual, Unclassified, analysis and/or critique of a DoD AT regulation that was submitted to Government personnel for approval and accepted. No Classified documents will be accepted.

FACTOR II – KEY PERSONNEL’S RELEVANT EXPERIENCE: The TEP shall evaluate the offeror’s proposal for the quality, relevancy, and recency of its key personnel’s experience in providing antiterrorism support services. Key Personnel are the Senior Principal Analyst (AFRICOM only) Senior Analyst and the Analyst. More quality, recent, and relevant experience will be evaluated more favorably.

FACTOR III - PAST PERFORMANCE. The TEP shall evaluate the offeror’s quality, relevancy, and recency of its past performance in providing Antiterrorism support type services similar in size and scope for existing and prior Government contracts. More recent and relevant past performance will be evaluated more favorably. The TEP may evaluate Past Performance information from sources other than those provided by the Offeror. The TEP’s primary focus will be on areas of conformance to contract terms, standard of good workmanship, containment of costs, adherence to contract schedules, history of reasonable and cooperative behavior, and overall businesslike concern for the interest of the customer.

FACTOR IV – SECURITY CLEARANCE: The TEP will evaluate the proposals to assure that the Offeror has the required TOP SECRET/SCI U.S. Security clearances and that all Offeror’s personnel proposed in support of this effort have the required security clearance or will be able to obtain an interim clearance upon contract award for the duration of the contract.

FACTOR V – PRICE: The Government will evaluate Offeror’s price proposal for the entire requirement. Offerors’ proposals will be evaluated to ensure that the proposed offer is reasonable and realistic. Reasonableness is evaluated by assessing if the price proposal provides a reasonable price approach for the effort. The existence of adequate price competition may support a determination of reasonableness. If adequate price competition is not obtained, other techniques described in FAR 15.402 will be used. Realism, for this effort only, will be evaluated by reviewing appropriateness of the labor categories and hours proposed to determine the offeror understands the requirement. Since the labor rates from GSA Schedule are loaded and determined fair and reasonable, we will not do an additional review of the labor rates or the applied overheads in this review. Offerors are reminded that the GSA Schedule rates are Not-to-Exceed loaded rates and that the rates proposed should be the GSA Schedule rates or lower