

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 80		
2. CONTRACT NO. H92222-07-D-0021		3. SOLICITATION NO.		4. TYPE OF SOLICITATION ( ) SEALED BID (JFB) ( ) NEGOTIATED (RFP)		5. DATE ISSUED		
6. REQUISITION/PURCHASE NO.		7. ISSUED BY HQ USSOCOM SOAL-K ATTN: PETE COFFEY 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323		8. ADDRESS OFFER TO (If other than item 7)		CODE		
CODE: H92222		TEL: 813-282-8795 EXT 8102 FAX: 813-286-2264		See Item 7		TEL: FAX		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
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 I, 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 CALL:		A. NAME:		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
<b>11. TABLE OF CONTENTS</b>								
(X) SEC.	DESCRIPTION			PAGE(S)	(X) SEC.	DESCRIPTION		
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X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 19	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		20 - 27	X	J	LIST OF ATTACHMENTS	
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X	E	INSPECTION AND ACCEPTANCE		28	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE		29				
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<b>OFFER (Must be fully completed by offeror)</b>								
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: 46YLS	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
SHEE ATIKA LANGUAGES, LLC MICHAEL KERSHNER 94 RIVER STREET RUMFORD ME 04276-2017					MICHAEL KERSHNER / CHIEF EXECUTIVE OFFICER			
15B. TELEPHONE NO (Include area code) (910)391-8804		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$0.00		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ( ) 10 U.S.C. 2304(c) ( ) 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE		
See Item 7								
26. NAME OF CONTRACTING OFFICER (Type or print) CHARLES E. BRIGHT TEL: 813-826-7322 EMAIL: bright@seocom.mil				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 31-May-2007		

## Section B - Supplies or Services and Prices

SECTION BMIN/MAX

THE MAXIMUM AMOUNT OF THIS CONTRACT IS \$250,000,000.00. The maximum amount is the cumulative total for all orders under the base and option CLINs.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0001

(b)(4) Linguist/Translation Support

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0002

(b)(4) Linguist/Translation Support

FFP

(b)(4)

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ESTIMATED  
NET AMT

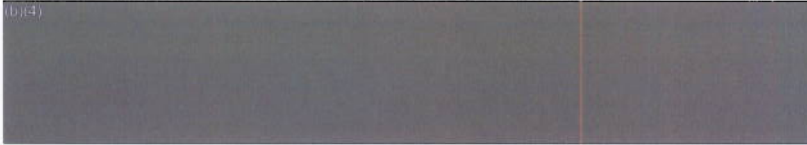
\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0003

(b)(4) TALENT SME's  
FFP

Lot



FOB: Destination

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ESTIMATED  
NET AMT

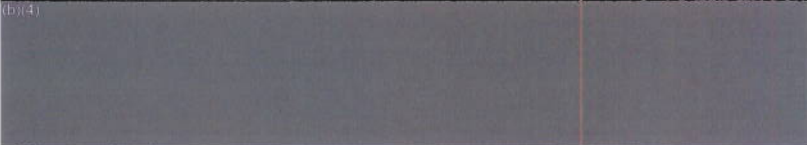
\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0004

(b)(4) TALENT SME's  
FFP

Lot



FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0005

Role Players for Exercise Support

FFP

(b)(4)

FOB: Destination

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ESTIMATED NET AMT
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\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

ODCs - Travel

COST

(b)(4)

Travel G&amp;A rate authorized at fixed rate of (b)(4)

FOB: Destination

ESTIMATED COST

\$0.00



ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	ODCs - Equipment COST		Lot		
<div>(b)(4)</div>					
A G&A rate is authorized at a fixed rate of <div>(b)(4)</div>					
FOB: Destination					
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0101 OPTION	<div>(b)(4)</div> Linguist/Translation Support		Lot		
FFP					
<div>(b)(4)</div>					
FOB: Destination					
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0102  
OPTION

(b)(4) Linguist/Translation Support

Lot

FFP

(b)(4)

FOB: Destination

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0103  
OPTION

(b)(4) TALENT SME's

Lot

FFP

(b)(4)

FOB: Destination

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0104  
OPTION

(b)(4) TALENT SME's

FFP

(b)(4)

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0105  
OPTION

Role Players for Exercise Support

FFP

(b)(4)

FOB: Destination

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106 OPTION	ODCs - Travel COST		Lot		
<div>(b)(4)</div>					
Travel G&A rate authorized at fixed rate of <div>(b)(4)</div>					
FOB: Destination					
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107 OPTION	ODCs - Equipment COST		Lot		
<div>(b)(4)</div>					
A G&A rate is authorized at a fixed rate of <div>(b)(4)</div>					
FOB: Destination					
ESTIMATED COST					\$0.00



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0201  
OPTION

(b)(4) Linguist/Translation Support

Lot

FFP  
(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0202  
OPTION

(b)(4) Linguist/Translation Support

Lot

FFP  
(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0203  
OPTION

(b)(4) TALENT SME's

Lot

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0204  
OPTION

(b)(4) TALENT SME's

Lot

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0205 OPTION	Role Players for Exercise Support FFP (b)(4)		Lot		
	FOB: Destination				
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206 OPTION	ODCs - Travel COST (b)(4)		Lot		
	Travel G&A rate authorized at fixed rate of (b)(4) FOB: Destination				
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207 OPTION	ODCs - Equipment COST		Lot		
	(b)(4)				
	A G&A rate is authorized at a fixed rate of (b)(4)				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0301 OPTION	(b)(4) Linguist/Translation Support FFP		Lot		
	(b)(4)				
	FOB: Destination				
				ESTIMATED NET AMT	\$0.00



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0302  
OPTION

(b)(4) Linguist/Translation Support

Lot

FFP  
(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0303  
OPTION

(b)(4) TALENT SME's

Lot

FFP  
(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0304  
OPTION

(b)(4) TALENT SME's

FFP

(b)(4)

FOB: Destination

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0305  
OPTION

Role Players for Exercise Support

FFP

(b)(4)

FOB: Destination

ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306 OPTION	ODCs - Travel COST		Lot		
	(b)(4)				
	Travel G&A rate authorized at fixed rate of (b)(4)				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307 OPTION	ODCs - Equipment COST		Lot		
	(b)(4)				
	A G&A rate is authorized at a fixed rate of (b)(4)				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0401  
OPTION

(b)(4) Linguist/Translation Support

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0402  
OPTION

(b)(4) Linguist/Translation Support

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0403  
OPTION

(b)(4) TALENT SME's

Lot

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0404  
OPTION

(b)(4) TALENT SME's

Lot

FFP

(b)(4)

FOB: Destination

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ESTIMATED  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0405  
OPTIONRole Players for Exercise Support  
FFP

Lot

(b)(4)

FOB: Destination

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ESTIMATED NET AMT
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\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0406  
OPTIONODCs - Travel  
COST

Lot

(b)(4)

Travel G&A rate authorized at fixed rate of (b)(4)  
FOB: Destination

ESTIMATED COST
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\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
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0407  
OPTIONODCs - Equipment  
COST

(b)(4)

A G&A rate is authorized at a fixed rate of (b)(4)  
FOB: Destination

ESTIMATED COST

\$0.00

## Section C - Descriptions and Specifications

**PERFORMANCE-BASED WORK STATEMENT (PWS)  
LINGUIST AND TRANSLATION SERVICES**

31 May 2007

**1.0 BACKGROUND.** The United States Special Operations Command (USSOCOM) is a Unified Command of the Department of Defense (DoD). USSOCOM is responsible for all Special Operations Forces (SOF) in DoD. USSOCOM leads, plans, synchronizes, and as directed, executes global operations against terrorist networks. USSOCOM trains, organizes, equips and deploys combat ready special operations forces to combatant commands.

**2.0 SCOPE.** The Contractor shall provide all labor, equipment, tools, materials, travel, and other items and services necessary to provide foreign language interpretation, transcription, reporting, and translation services to support various units and troops for USSOCOM. For the purposes of this PWS, USSOCOM includes all personnel in the USSOCOM Headquarters, the Naval Special Warfare Command (NAVSPECWARCOM), the U.S. Army Special Operations Command (USASOC), the Air Force Special Operations Command (AFSOC), the U.S. Marine Corps Forces Special Operations Command (MARSOC), the Joint Special Operations Command (JSOC), the Theater Special Operations Commands (TSOCs), and any Government agency providing direct support to the SOF mission.

**3.0 REQUIREMENTS.** The Contractor shall provide on-site linguist support elements during emerging military operations in various locations worldwide. Precise locations will be coordinated through the Contracting Officer's Representative (COR). The contractor is responsible to provide language interpretation when and where needed. This may or may not require movement of personnel. Specific requirements will be delineated by individual task orders at the start of the performance period.

**3.1 Translation Support.** The Contractor shall provide linguists for foreign language translation and interpretation support operations in other areas and/or countries and exercises and/or rehearsal events conducted prior to the start of military operations. Linguists may be required to travel from the Continental United States (CONUS) to the operational area via commercial transport or via travel conveyance arranged and directed by the Government. When Government provided travel is directed, the linguists will be provided with a departure location, date, and time. In all cases, regardless of mode of travel, forward elements will be made aware of, in advance of travel, the name, social security number, and exact travel information of all linguists traveling in support of this PWS. The personnel and/or language pool for the period of performance will be identified in the individual task orders and any modifications to the task orders issued by the Contracting Officer.

**3.1.1 Interrogation Support.** The Contractor shall provide interrogation support to USSOCOM. This support shall include linguist support to USSOCOM in the interrogation and debriefing of sources who are captured and/or detained and/or persons of interest being questioned. All interrogation support will be conducted in accordance with DoD Directive 3115.09 and all applicable DoD, USSOCOM, and organizational level detainee interrogation policies.

**3.1.2 Transcription Support.** The Contractor shall provide written conversions of source texts, including but not limited to local periodicals, magazines, foreign government publications, and captured enemy documents (CEDs) from one language into a target language, while keeping the meaning and intent of the original source. All translation documents shall be word processed in a standard text format and a hard and/or soft copy will be provided to the requiring activity as delineated in individual task orders.

**3.2 Hours of Operation.** The Contractor shall provide interpretation, transcription, reporting, and translation services as required by the supported elements up to 24 hours per day, 7 days per week. Hours of operation for linguists will be delineated by individual task orders. During off hours, linguists will remain on-call for emergency situations. The supported element leadership, normally the senior U.S. Government intelligence officer or designated representative, will notify the Contractor of work schedules for linguists based on specific mission requirements.



**3.3 Personnel.** The Contractor shall provide a work force possessing the skills, knowledge, and training to perform the services required. Personnel performing work under individual task orders will remain employees of the Contractor and will not be considered employees of the Government or be supervised by employees of the Government.

**3.3.1 On-Site Management.** The Contractor shall provide on-site managers to adequately supervise Contractor personnel as delineated in the individual task orders. The site manager shall reside at the forward Headquarters (HQ) of selective elements as designated by the individual task order. The site manager shall coordinate the work locations with the COR to ensure specifications of the task orders are being met. The site manager shall be responsible for coordinating all aspects of deployment and re-deployment of Contractor personnel. The Government will designate an on-site Government Representative who will provide day-to-day guidance on operational and administrative matters. Any problems that cannot be resolved on-site will be referred back to the designated element COR or Contracting Officer for resolution.

**3.3.1.1 Management Availability.** If on-site managers are required, they will be available to the COR during normal duty hours and will be on-call during all other times. A listing of names, work and home phone numbers, and addresses where the on-site managers can be reached 24 hours daily must be provided to the COR no later than (NLT) 14 calendar days after award. On-site managers shall maintain this information throughout the period of performance and will notify the COR of any changes within 3 calendar days of the change. If the site manager is deemed unacceptable by the Contracting Officer due to lack of qualifications, nonperformance, or inability to meet the security clearance requirements, the Contractor shall provide immediate replacement, within 7 working days of notification.

**3.3.1.2 Management Requirements.** On-site managers must be able to fluently read, write, speak, and understand English. They shall be responsible for all administrative matters between supporting linguists and the Government.

**3.3.2 Linguists.** The Contractor shall furnish linguist services in accordance with the categories described below and the qualifications and requirements of those categories. In consideration of classified operations, the Contractor shall not employ persons for work according to individual task orders if such employee is identified to the Contractor by the COR as a potential threat to the health, safety, and general well-being of other affiliated Government and Contractor personnel or to the operational success of the mission. The Contractor shall take into consideration cultural differences and the Host Nation sensitivities to certain nationalities. In general, linguists assigned to individual task orders shall possess the following qualifications:

- Ability to write and speak in clear and concise grammar and pronunciation in the required foreign language and English.
- Ability to provide idiomatic translations of non-technical material using correct syntax and expression from English to the foreign language, and vice-versa.
- Ability to conduct consecutive and accurate translations and interpretations of on-going conversations and activities.
- Familiarity with and ability to conduct oneself in accordance with the local culture and customs.
- Ability to deal unobtrusively with local populace.
- Willing and able to live and work in harsh environments, to include living and working in temporary facilities (i.e. tents).

- Ability to function during a level of heightened state of threat.
- Ability to function effectively and efficiently during extended periods of high pressure and stress.
- Ability to function as an integral member of a team of highly trained professionals responsible for the safety and security of U.S. forces, U.S. and foreign dignitaries, and facilities and/or resources.
- Ability to operate a Government furnished vehicle in support of operations.
- Ability to lift at least 30 lbs over his/her head.
- Ability to walk at least 5 Km with a 30 lbs backpack with minimal effort

3.3.2.1 Linguists Capability and Security Requirements. The Contractor shall screen all linguist applicants for the skills listed below. The screener shall ensure that the linguist-applicant possesses the proficiency levels specified in the appropriate category. After screening, the Contractor shall submit Contractor qualifications, in writing, to the COR for approval prior to deployment of its personnel.

- **CATEGORY I (CAT I).** Category I linguists must have a 3+ level in the target language proficiency as measured by examination procedures that are equivalent to the Defense Language Proficiency Test (DLPT) taken within the immediate 12 months preceding hiring. They must also pass an English Language test with a score as determined by the Government for that position.

- **CATEGORY II (CAT II).** Category II linguist must have a 3 or higher level in the target language proficiency as measured by examination procedures that are equivalent to the DLPT (this equates to an ALTA score of 9 or higher) taken within the immediate 12 months preceding hiring. They must also pass an English Language test with a score as determined by the Government for that position. CAT II linguists must be U.S. Citizens and in possession of a SECRET SECURITY CLEARANCE granted by cognizant authority.

- **CATEGORY III (CAT III).** Category III linguist must have a 4 or 5 level in the target language proficiency as measured by examination procedures that are equivalent to the DLPT taken within the immediate 12 months preceding hiring. They must also pass an English Language test with a score as determined by the Government for that position. CAT III linguists must be U.S. Citizens and possess TOP SECRET SPECIAL COMPARTMENTAL INFORMATION (TS-SCI) access. This requirement can be based on interim authorizations by cognizant authority.

- **SPECIAL SKILLS.** The Government may require a certain number of linguists who agree to receive training in special skills. These may include, but are not limited to, parachuting, rappelling, and other specific techniques. If required, the Government will conduct any required special skill training.

- **CONDUCT OF PERSONNEL.** Upon request from the Contracting Officer, the Contractor shall debrief and remove employees from performing under the individual task orders for reasons of misconduct, security breaches, or the evidence of being under the influence of alcohol, drugs, or other incapacitating agents. Linguists shall comply with the provisions of the appropriate Theater Commander's General Orders pertaining to personal and professional conduct.

3.4 Role Player Support. The Contractor shall provide personnel, designated as role players, for exercises and/or rehearsal events conducted prior to the start of military operations. The number of personnel required and language pool required to perform this service will be identified in the individual task orders. Basic personnel supporting exercises and/or rehearsals shall be of a lesser designation than Category I. However, specialized role players may be needed by the Government having professional bilingual language skills and/or special tactical skills, and/or physical skills. Personnel, operating as role players, shall not support military operations except as stated in this



paragraph. Role players are non-linguists that may be bilingual but have very limited language abilities to translate or interpret. Labor Category Descriptions are provided below:

**CATEGORY I (CAT I) Role Players** – Must be U.S. Citizens but there is no requirement for a Security Clearance.

**CATEGORY II (CAT II) Role Players** – Must be U.S. Citizens and possess a SECRET Security Clearance granted by cognizant authority.

**CATEGORY III (CAT III) Role Players** - Must be U.S. Citizens and possess a TOP SECRET Security Clearance granted by cognizant authority.

**3.5 Talent Augmentation Liaison Enhancement Network (TALENT).** The Contractor shall provide subject-matter experts (SMEs), which are diverse in both age and expertise, to combine the best possible mix of specific talent to meet the needs of USSOCOM's Global War on Terrorism (GWOT) mission. To enable this understanding, sophisticated knowledge is essential in the following areas: the language, culture, tribal/clan sensitivities, religion, politics, business, marketing, and current events. The Contractor must provide subject-matter experts with the cognitive and human-relations skills that reflect a native-level understanding of their country/region. These SMEs must be able to conduct Internet-based research and analysis, travel freely in their designated countries/regions, converse in the native language, make astute observations, and provide unique advice to government officials at the executive/senior leadership-level. The SME's must be articulate in both their native language and English, and be able to write at the college level in both their native language and English. SMEs that demonstrate a broad Rolodex of in-country contacts ("other than just family contacts") in their country/region are highly desired.

**3.6 Government Evaluation.** The U.S. Government will evaluate the Contractor's performance under individual task orders based on reports provided by field inspectors and/or quality assurance personnel assigned to individual task orders.

#### **4.0 DELIVERABLES.**

**4.1 General.** The Contractor shall provide comprehensive interpreter services in the designated target languages in support of specific operational requirements worldwide. These services shall be as specified and ordered under individual task orders.

**4.2 Specifics.** The linguists' primary function will be to furnish extensive interpreter and translator services for specific teams in exercise and contingency deployments and operational missions in the deployed areas.

**4.3 Document Translation.** The Contractor shall also provide translation services for documents, in verbal and/or written format, from target languages into English and from English into target languages.

**4.4 Data Deliverables.** At a minimum, the following reports will be submitted. Other reports may be required as delineated by individual task orders.

**4.4.1 Monthly Status Report.** The Contractor shall provide monthly status reports for each active task order in Contractor format by the 10<sup>th</sup> working day of each month to the COR and the Contracting Officer. The status report should provide an executive summary roll-up of all task order efforts, as well as detailed individual task order reports capturing initiatives and efforts to date, as they relate to this PWS and PWSs for individual task orders. This report, at a minimum, should include a summary of individual task order accomplishments for the reporting period, planned tasks for the next reporting period, itemized costs for the period and expenditures to date, summary of deliverables provided, identification of any vacancies and open positions for individual task orders, and concerns or issues related to performance. The Contractor shall be prepared to provide a formal brief of the report when directed.



**4.4.2 Manning Report.** The Contractor shall submit a monthly manning report in Contractor format by the 10<sup>th</sup> working day of each month to the COR and the Contracting Officer. At a minimum, the manning report shall identify the number of Contractor personnel currently employed under the contract by labor category and by task order, and any vacancies and open positions for individual task orders.

**4.4.3 Travel Report.** Trip reports shall be submitted in Contractor format NLT 5 working days after travel is completed. Trip reports shall provide a brief background justifying travel and provide an itemized travel expense summary.

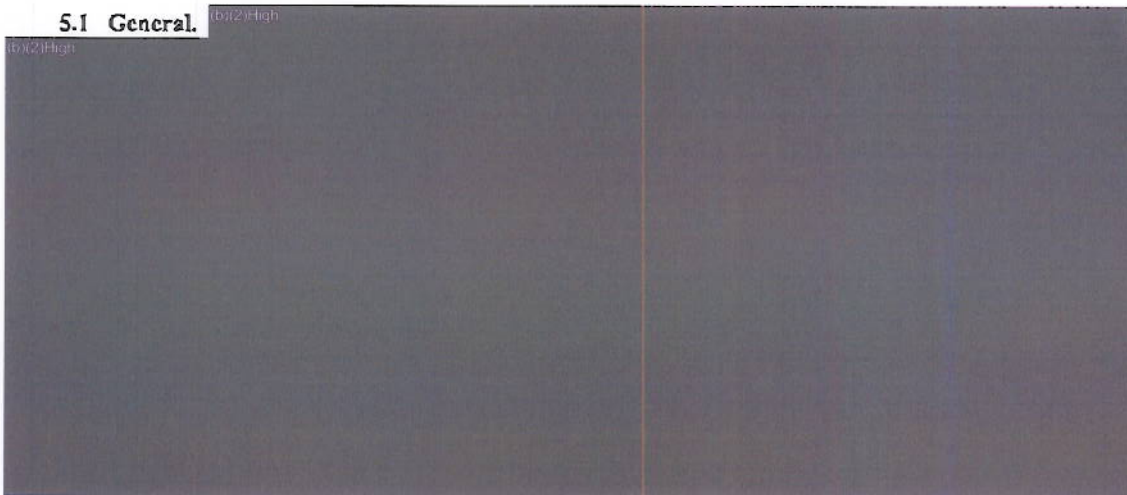
**4.4.4 Quality Control Plan.** The Contractor shall provide a complete Quality Control Plan (QCP), identifying potential and actual situations and the results of corrective actions taken throughout the life of individual task orders. A final QCP shall be submitted to the Contracting Officer for review within 15 days after award of individual task orders. The Contracting Officer will notify the Contractor of acceptance or required modifications to the QCP as soon as possible. Any modifications to the program during the periods of performance will be provided to the Contracting Officer for review NLT 10 working days prior to the effective date of the change. The quality program is subject to Government review. The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish their objective(s). The Contractor shall revise the QCP within 15 days from receipt of notice that the QCP was determined "unacceptable" by the Government.

**4.4.5 Metrics Report.** The Contractor shall propose metrics addressing the performance objectives identified in the Statement of Work or Statement of Objectives for each individual task order. The content of these metrics shall be proposed by the Contractor and approved by the cognizant COR and Contracting Officer for the task order. The proposed metrics for an individual task order are due no later than five (5) working days after task order award.

**4.5 Performance Evaluation Meetings.** Performance evaluation meetings shall be held as required by the COR. The Contractor may request a meeting when he/she believes such a meeting is necessary in resolving performance or contractual issues.

## **5.0 SECURITY REQUIREMENTS.**

### **5.1 General.**



**5.2 Safeguarding.** The contractor shall insure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's

management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

**5.3 Security Management Support.** The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

**5.4 Disclosure of Information.** Performance under individual task orders may require the Contractor to access data and information sensitive to a Government agency, another Government Contractor, or of such nature that dissemination or use other than as specified in this PWS would be adverse to the interest of the Government or others. Neither the Contractor nor Contractor personnel will divulge or release information developed or obtained in the course of Contractor performance, except to authorize Government personnel or upon written approval of the Contracting Officer. Any question on the release or use of information, or doubt of a person's authority to request information, will be addressed to the Contracting Officer. Linguist and Contractor support personnel involved in these individual task orders will be required to execute an SF-312, Non-Disclosure Agreement, as a condition of employment.

**5.5 Inquiries, Comments, and Complaints.** The Contractor shall direct to the COR and/or Contracting Officer all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with performance, the resolution of which may require dissemination of official information.

**5.6 Release of Contract Information.** No information pertaining to individual task orders shall be disclosed in proposals to Government agencies in response to requests for past performance assessments. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matters of the individual task orders or any phase of any program hereunder without the prior written approval of the Contracting Officer. The Contractor shall not release information regarding individuals associated with individual task orders without the prior written approval of the Contracting Officer.

## **6.0 MEDICAL REQUIREMENTS.**

**6.1 Pre-Deployment Medical Examination.** All linguists assigned to work under individual task orders shall be subject to a pre-deployment medical examination. These examinations are the responsibility of the Contractor. In general, linguists should be in good health without chronic medical conditions which require frequent monitoring and/or contact with medical professionals.

**6.2 Immunization Requirement.** The Contractor shall be responsible for and ensure US Citizens under individual task orders have the required vaccinations and immunizations for the deployment area prior to deployment. The Government will ensure that non US Citizen personnel working under individual task orders have the required vaccinations and immunizations for the deployment area. As a minimum, the required immunizations specified by the U.S. State Department will be administered.

**6.3 Medical Insurance.** The Contractor hereby relieves the Government of all liabilities for the medical expenses and payments incurred during and after termination of individual task orders.

**6.4 Medication.** The Contractor shall be responsible for, and ensure, that all personnel covered under the individual task orders have sufficient quantities of all required medications for a period of 90 days in the deployment area.

**6.5 Illness.** In the event that a deployed linguist is unable to perform his duties due to illness or other reasons, the Contractor shall be responsible for providing a suitable replacement within 14 calendar days.



**7.0 INSURANCE.** The Contractor hereby relieves the Government of all liabilities for the medical expenses and payments incurred during and after termination of individual task orders.

**8.0 WORK CONDITIONS AND REQUIREMENTS.**

**8.1 Harsh Environment.** Linguists must be willing to live and work in an area designated by the U.S. Government as an imminent danger zone or hostile fire zone. This designation means the Contractor may be subject to harsh or hostile conditions.

**8.2 Tour of Duty.** Linguists shall be deployed for a minimum of 180 calendar days. The Contractor shall only be allowed to invoice a maximum of one (1) trip into and/or out of theater every six months for a deployed linguist billet under a specified task order.

**8.3 Operation of Government-Owned or Leased Vehicles.** Linguists shall be qualified to operate Government-provided vehicles as needed to assist in performance of travel within the deployment area.

**9.0 PERSONAL APPEARANCE.** Contractor personnel working under individual task orders shall present a professional appearance commensurate with standards delineated for Government civilian and/or military personnel acting in similar capacities. Clothing shall be kept as clean and neat as practicable (no debris, dirt, mud, stains, rips, tears, holes, etc.), considering work conditions and mission requirements. The Government reserves the right to direct the wear of certain clothing and/or equipment, furnished by the Government, in cases where it is to the advantage of the supported unit and the safety of personnel performing under individual task orders.

**10.0 TRANSPORTATION.**

**10.1 Work-Site.** The Government will provide ground and/or air transportation at the deployed location for Contractor personnel in support of duties performed under individual task orders. The Government will also provide transportation to and/or from the deployed site in the event commercial transportation does not provide service.

**10.2 Reimbursement.** The Government will only reimburse transportation costs for those Contractor personnel performing site manager and linguist services under individual task orders. Such transportation costs incurred will be reimbursed at actual costs. Contractor shall submit receipts, i.e., hotel, rental car, and air fare, as required, for payment of travel expenses. Reimbursement will be in accordance with the current Government travel rates, in accordance with the Joint Travel Regulation (JTR), unless otherwise approved by the COR.

**11.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES.** Except for those specified as Contractor-furnished, the Government will provide all necessary facilities, equipment, materials and logistics required in the performance of services under individual task orders in the overseas area of operations.

**11.1 Government Furnished Property.** The Government will furnish the following, as required at the deployed location:

**11.1.1 Administrative and Office Equipment and Supplies.** (i.e. desks, tables, chairs, file cabinets, pencils, paper, computer software and/or hardware, etc.) as required for performance of the work.

**11.1.2 Communications Equipment.** This equipment will be used for official calls to the Contracting Officer and/or COR as required.

**11.1.3 Weapons.** Linguists are not authorized to carry or possess weapons to include, but not limited to: personal firearms, explosive devices of any type, and knives other than pocket and/or belt size. However, Contractor personnel may be armed with a firearm issued and/or provided by the Government for individual self defense IAW DoDI 3020.41 and approval by the Commanding General (or a designee no lower than the flag officer level) for the theater. If a firearm is issued or provided, weapons familiarization will be provided by the Government prior to the issuance of a weapon for personal protection.

**11.1.4 Personal Protective Gear.** Chemical protective suits and masks, and specialized body armor may be issued as directed by mission and threat concerns identified by the local area commander.

**11.2 Government Furnished Services.**

**11.2.1 Transportation.** The Government will be responsible for all mission-related transportation within the deployed area. The Government will provide transportation on Government owned vehicles at the deployed site. The Contractor shall arrange commercial travel to and from deployed locations unless the Government requires and authorizes transportation by Government means. When available, at points of arrival in theater the Government will provide logistical support to all contractor personnel deploying/redeploying.

**11.2.2 Billeting.** The Government will provide billeting for all linguists in the deployed location.

**11.2.3 Rations.** The Government will provide meals when available, Meals Ready to Eat (MREs) rations or dining facility (DFAC) services. See paragraph 12.0 in cases when Government meals are not available.

**11.2.4 Medical Services.** Medical services are subject to theater and/or local command policies and availability.

**12.0 CONTRACTOR FURNISHED ITEMS.** The Contractor shall provide the following for the required services under individual task orders:

- Personnel, management and supervision, including recruitment, employment, medical and/or health examinations.
- Accounting, bookkeeping, and reporting of costs incurred for individual task orders.
- Record-keeping and accounting for Government-furnished property.
- Acquisition or purchase of items which the Government is unable to provide (as coordinated with the COR and approved by the Contracting Officer).
- Adequate funding for meals to linguists when linguists conduct Government approved travel to locations overseas where Government-provided meals are not available. Contractors will request reimbursement for meals incurred during travel status under the travel line specified in the individual task orders. Contractor personnel are not authorized to conduct travel unless it is approved and/or authorized by the Government (COR).

**12.1 Pre-Deployment Documentation.** The Contractor shall provide the COR, the following documents, or certified legible copies, prior to the deployment of Contractor personnel:

- DD Form 93, Emergency Data.
- Passport.
- Drivers License.
- International Drivers Permit (as requested).
- Medical Examination, Physical Fitness Statement.
- Immunization Record.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.247-9000 Packaging &amp; Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

## Section E - Inspection and Acceptance

Inspection and acceptance of services provided under Schedule B will be completed by the Requiring Activity Point of Contact specified in individual task orders. All invoices for unclassified task orders shall be submitted through Wide Area Work Flow (WAWF).

## INSPECTION AND ACCEPTANCE TERMS

All supplies/services will be inspected/accepted at Destination by the Government as delineated in individual task orders.

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.245-7000	Material Inspection And Receiving Report	MAR 2003



## Section F - Deliveries or Performance

F-1 PERIOD OF PERFORMANCE  
DELIVERY INFORMATION

The period of performance is provided as follows:

CLINs 0001 - 0007 1 June 2007 - 31 May 2008  
CLINs 0101 - 0107 1 June 2008 - 31 May 2009  
CLINs 0201 - 0207 1 June 2009 - 31 May 2010  
CLINs 0301 - 0307 1 June 2010 - 31 May 2011  
CLINs 0401 - 0407 1 June 2011 - 31 May 2012

The quantity and ship to address will be delineated per task order issued against this basic requirements contract.

F-1 PERIOD OF PERFORMANCE

The following conditions apply to this requirement:

- (a) Place of delivery will be delineated on each individual task order under FOB destination terms.
- (b) Period of performance for this contract, including the option periods is 01 June 2007 - 31 May 2012. The basic period of this performance is twelve (12) months 01 June 2007 - 31 May 2008.
- (c) Each option period will not exceed 12 months in duration unless sooner terminated under the terms of the contract.
- (d) No individual task order will exceed 12 months in duration.
- (e) Only Operations and Maintenance funding is authorized under this contract.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order  
52.247-34 F.O.B. Destination

AUG 1989  
NOV 1991

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.232-9003 Paying Office Instructions (2005)

- (a) The Primary Contracting Office Point of Contact is:

Mr. Peter M. Coffey  
HQ USSOCOM/Services Team (Code: H92222)  
7701 Tampa Point Blvd.  
MacDill AFB, FL 33621-5323

Email: [pcte.coffey@socom.mil](mailto:pcte.coffey@socom.mil)  
Phone: 813-282-8795 ext 6102  
Fax: 813-286-2264

- (b) The Government Customer will be designated in individual task orders.

- (c) Invoice(s)/DD250s shall be submitted in accordance with DFAR clause 252.232-7003, Electronic Submission of Payment Requests, through Wide-Area Work Flow (WAWF).

- (d) Payment will be made by the office designated in Block 25 on the Standard Form 33.

## Special Payment Instructions:

In accordance with DFARS 232.7002, and SOFARS 5652.232-9002, use of electronic payment requests is mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no charges or fees associated with the use of WAWF. For more information please go to <https://wawf.eb.mil>. Additionally, you can take a free tutorial online at <http://www.wawftraining.com/>. Your cognizant local DCMA and DCAA representatives will also be able to assist you in this payment process.

The accounts payable address can be found in block 25 of the Standard Form 33, which is page one of your contract. You can easily access payment information using the DFAS web site at <http://www.dfas.mil>. Your contract number and order number (if applicable), or invoice will be required to inquire status of your payment. Go to DFAS on the web at <http://www.dfas.mil/money/vendor>.

The following codes will be required to route your receiving reports, invoices, and additional e-mail to correctly process through the WAWF system. The blank fields will need to be provided in individual task orders, as applicable.

TYPE OF DOCUMENT:

Vendor/Contractor CAGE CODE:

ISSUING OFFICE DODAAC:

CONTRACT ADMIN DODAAC:



INSPECTION DODAAC/BPN:  PLUS SIX EXT:   
ACCEPTOR / SHIP TO  PLUS SIX EXT:   
DODAAC/BPN:   
LOCAL PROCESSING OFFICE:  PLUS SIX EXT:   
PAY/DISBURSING OFFICE   
DODAAC:

## E-MAIL POINT OF CONTACT LISTING

INSPECTOR:   
ACCEPTOR:   
FINANCIAL POC:   
CONTRACT ADMINISTRATOR:

(end of clause)

## Section H - Special Contract Requirements

H. CLAUSES

**H.1 CONTRACT MAXIMUM AMOUNT.** The maximum amount for this contract is \$250,000,000.00 for all five years.

**H.2 PRIME CONTRACTOR PREDOMANCE OF SUPPORT NOTICE.** Shee Atika Languages, LLC as the prime Contractor, is required to perform 51% of ALL labor as measured by total labor dollars under this contract. This requirement does not apply to each task order. However, it is required that the balance be maintained at any point in time and must be in compliance at the end of the contract. Actual compliance shall be monitored through the monthly manning report submitted by the Contractor to the USSOCOM Contracting Officer.

**H.3 5652.201-9002 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (2005)**

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, this authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

HQ USSOCOM  
Contracting Officer  
7701 Tampa Point Blvd.  
MacDill AFB, FL 33621-5323  
Phone: (813) 826-7322  
Fax: (813) 826-7504  
Email: [brightc@socom.mil](mailto:brightc@socom.mil)

A change to the terms and conditions of the basic contract award can only be authorized by a Contracting Officer from Headquarters, USSOCOM. Individual Ordering Officers may modify task orders issued by their office in alignment with their procurement/warrant authority.

**H.4. AUTHORIZED ORDERING OFFICERS.** Only Government Contracting Officers with current warrants issued by the United States Special Operations Command are authorized to issue Task Orders under this contract. DoDAAC codes for USSOCOM ordering offices are assigned as follows:

<u>OFFICE</u>	<u>DoDAAC</u>
SOAL-KA	H92236
SOAL-KB	H92222
SOAL-KCC	H92237
SOD	H92238
USASOC	H92239
NSWG-1	H92240
TAKO	H92241
NSWG-4	H92242
NSWG-2	H92243
NSWDG	H92244

**H.5. ORDERING PROCEDURES - TASK ORDERS.** Soliciting Task Order Proposals. When the Government has a requirement for services to be performed under this contract, the USSOCOM Contracting Officer will issue a request for task order proposal which will include, but not necessarily be limited to, the following:

- (a) Request for proposal number and/or title;
- (b) Statement of Objectives (SOO) delineating services to be provided and period of performance;
- (c) Instructions to Offeror, if applicable;
- (d) Other required information.

Submission of Proposals. The Contractor shall submit the following in the proposal:

- 1) the Performance Work Statement (PWS) that defines the support tasks necessary to best achieve the Government's goals outlined in the SOO;
- 2) Proposed Task Order Deliverables;
- 3) Metrics addressing the performance objectives of the Government SOO;
- 4) A draft quality control plan (QCP). Please note that a final QCP shall be submitted to the cognizant Contracting/Ordering Officer no later than (NLT) fifteen (15) calendar days after award for final review and approval.
- 5) A full cost proposal. All hourly labor rates proposed by the Contractor will be commensurate/reflective of the negotiated burdened rates provided in the Task Order Pricing Table which is located Section J, Attachment 1 of this contract. No deviation from these hourly rates is permissible unless specifically authorized by the USSOCOM HQ, SOAL-KH Contracting Officer. The Contractor shall propose appropriate hours, by labor category and by CLIN. Other Direct Costs (ODC's) shall be proposed by the Contractor as appropriate per individual task order.

The Contractor shall have no more than 10 calendar days to submit their proposals, unless

- a) a longer timeframe is specified in the request for task order proposal, or
- b) a shorter timeframe is specified for an urgent requirement.

Urgent Requirements. In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

#### **H.6 ISSUANCE OF TASK ORDERS.**

a. Upon receipt of the proposal, the Contracting Officer may:

- (1) Issue a task order based upon the proposal furnished;
- (2) Negotiate with the Contractor prior to issuing a task order, or,
- (3) Reject the proposal and cancel the requirement.

b. Task orders will be issued on DD Form 1155 "Order for Supplies and Services."

c. Task order will be consecutively numbered, dated and shall include supporting documents as applicable. Individual task orders will include DD254's (Contract Security Classification Specification), approved by the cognizant security management office, reflective of the security needs necessitated by the support to be provided under that specific task order.



d. All task orders will include a Schedule (section B), a PWS inclusive of task order metrics; a QCP, and an approved DD254 as appropriate.

e. No profit or fee shall be allowed on task order modifications unless the modification is for additional work or an equitable adjustment negotiated in accordance with the clauses of this contract.

**H.7 TASK ORDER COMPLETION.** Within sixty (60) days of the completion of any task order, the Contractor shall certify, in writing, to the cognizant Contracting Officer that the task order has been completely billed, identify the remaining dollars that can be de-obligated, and advise that all deliverables have been received and accepted by the Government.

**H.8 CONTRACTOR IDENTIFICATION.** Contractor employees shall wear a Government-issued badge while in Government facilities. Contractor employees are required to clearly identify themselves as a Contractor at all times whether in person or on the telephone. Further, sub-contractors must identify their respective prime Contractors.

If a Contractor employee leaves the company or moves to a different agency for support under this contract they will be required to "check-out" with their Government Customer and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

**H.9 GOVERNMENT-CONTRACTOR RELATIONSHIPS (NON-PERSONAL SERVICES).** The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services. The parties recognize and agree that no employer - employee relationships exist or will exist under the contract between the Government and Contractor and/or between the Government and the Contractor's employees. It is therefore in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

Contractor personnel under this contract shall not:

- be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- be placed in a staff or policy making position.
- be placed in a position of command, supervision, administration of control over Military or Civilian Personnel, or personnel of other Contractors, or become a part of the Government organization.
- be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations or the Civil Service Commission.
- be used in administration or supervision of military procurement activities.

The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

Rules, regulations, directions and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal service contract.

**H.10 CONDUCT OF PERSONNEL.** The Contractor, including his assigned personnel, performing services on a military installation shall be guided by and shall observe and comply with all applicable rules, regulations, directions, and requirements pertaining to conduct of personnel on the military installation as prescribed by the Commander of the military installation during the performance of the required services. The Contractor further agrees to recognize the authority of the responsible military Commander to suspend, restrain, or restrict the activities of Contractor personnel whenever in his judgment such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.

**H.11 TRAINING OF CONTRACTOR EMPLOYEES.** The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order. However, with appropriate Government approval, Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

**H.12 WORK PERIOD AND AUTHORIZED HOLIDAYS.** A standard work period is 40 hours per week. Contract performance is in accordance with Section C and includes shift work as necessary to perform this contract. Holidays observed by the Government include:

- January 1st
- 3rd Monday of January
- 3rd Monday of February
- Last Monday of May
- July 4th
- 1st Monday of September
- 2nd Monday of October
- November 11th
- 4th Thursday in November
- December 25th

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a holiday by U.S. Government Agencies.

**H.13 GOVERNMENT LIABILITY.** The Government shall not be held responsible for damages to property or for injuries or death to persons that might occur without fault on the part of the Government as a result of, or incident to, performance of the contract.

**H.14 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS INCLUDING OCONUS PERFORMANCE LOCATIONS.** In performing work under this contract, the Contractor shall comply with all applicable federal, state and local statutes, ordinances, laws, and regulations to include those in OCONUS locations. This includes all overseas labor laws.

**H.15 GOVERNMENT FURNISHED PROPERTY.** The Contractor will be furnished access to Government property in order to perform. The title of the equipment will remain with the Government. Specific property to be furnished that is not located within the Government facility will be specified. The Contractors may be furnished normal office type support to the extent Contractor personnel are collocated within the Government facilities. This means access to computers, desks, facsimile machines, copy machines, telephones, etc.

**H.16 SECURITY CLASSIFICATION.** The Contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with the DD Form 254, Contract Security Classification Specification, provided as Attachment (2), Section J. and DD254s assigned to individual task orders.

**H.17 PERIODIC PROGRESS MEETINGS.**

a. The Contracting Officer, Program Office, CORs and other government personnel, as appropriate, will meet periodically with the Contractor to review the Contractor's performance. These meetings may be face to face, video-teleconference, or tele-conference. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance. The Contractor shall apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

b. These meetings may be held more frequently during the first year of the contract period, and as needed, but not less than annually thereafter. Progress meeting are anticipated to be held quarterly; however, the frequency may be reduced if so determined by the Government.



c. The minutes of these meetings will be documented in writing by the Contractor, signed by the Contracting Officer, and distributed to the appropriate requiring activity officials and the Contractor. Should the Contractor not concur with the minutes, the Contractor will set out in writing to the Contracting Officer any areas of non-concurrence.

#### H.18 5652.204-9003 Disclosure of Unclassified Information (2006)

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the Contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, Contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, Contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit the request to the Contracting Officer at least 45 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime Contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

#### H.19 LOGISTICS SUPPORT PRIVILEGES.

a. Logistics Support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will be within the discretion of the Contracting Officer but in no event will such support exceed that permitted under the Applicable Status of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:

- (1) Commissary (includes rationed items)
- (2) AAFES Facility (Military Exchange) (includes rationed items)
- (3) Military Banking Facility
- (4) Military Postal Services - APO (Personal Mail Only)
- (5) Petroleum and Oil Products
- (6) Officer's or UCO/EM Club
- (7) Armed Forces Recreation Facilities
- (8) Class VI (Alcoholic beverages, includes rationed items)
- (9) Customs Exemption
- (10) Legal Assistance
- (11) Local Government transportation for official Government business  
(non-tactical vehicle)
- (12) Local Morale/Welfare Recreation Services

- (13) Mortuary Services
- (14) Transient Billets
- (15) POV (privately-owned vehicle) license/registration
- (16) DoD School as available (not reimbursable by the Government)
- (17) Authorized to have spouse and family members to accompany and reside with member (at no cost to the U.S. Government or host nation)

b. The Contractor/Contractor personnel shall be responsible for the return of all logistics support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

## **H.20 REIMBURSEMENT FOR WAR-HAZARD LOSSES.**

- (a) Costs for providing employee war-hazard benefits are allowable if the Contractor—
  - (1) Submits proof of loss files to support payment or denial of each claim;
  - (2) Subject to Contracting Officer approval, makes lump sum final settlement of any open claims and obtains necessary release documents within one year of the expiration or termination of this contract, unless otherwise extended by the Contracting Officer; and
  - (3) Provides the Contracting Officer at the time of final settlement of this contract- -
    - (I) An investigation report and evaluation of any potential claim; and
    - (II) An estimate of the dollar amount involved should the potential claim mature.
- (b) The cost of insurance for liabilities reimbursable under this clause is not allowable.
- (c) The Contracting Officer may require the Contractor to assign to the Government all right, title, and interest to any refund, rebate, or recapture arising out of any claim settlements.
- (d) The Contractor agrees to- -
  - (1) Investigate and promptly notify the Contracting Officer in writing of any occurrence which may give rise to a claim or potential claim, including the estimated amount of the claim;
  - (2) Give the Contracting Officer immediate written notice of any suit or action filed which may result in a payment under this clause; and
  - (3) Provide assistance to the Government in connection with any third party suit or claim relating to this clause which the Government elects to prosecute or defend in its own behalf.

## **H. 21 CONTRACTOR SUPPORT OF DEPLOYED OPERATIONS**

### **a. Management.**

(1) The Contractor shall ensure that all personnel hired by or for the Contractor comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians as issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protections, and safety.

(2) The Contractor shall ensure that all deployed employees, subcontractors, subcontractors employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as



well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(3) The contracting officer shall resolve disputes. The Contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute. The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all Contractor employee conduct problems.

(4) The contracting officer may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

b. Risk Assessment and Mitigation.

(1) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The Contractor shall ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the Contractor shall replace the employee.

(4) If a Contractor employee departs an area of operations without permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be complete within 72 hours of departure, or as directed by the contracting officer.

(5) The Contractor shall designate and provide contact information for a point of contact and back up for all its plans and operations and control the Contractor deployment process and resolve operations issues with the deployed force.

c. Force Protection.

(1) While performing duties IAW the terms and conditions of the contract, the Service Theater Commander shall provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine, DLA) civilians in the operations area.

(2) Contractor personnel accompanying U.S. Armed Forces may be subject to hostile actions. If captured, the status of Contractor personnel will depend on the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections, granted to Prisoners of War (POW) under the Geneva (1949) and Hague (1907) Conventions apply only during international armed conflicts between the signatories to these conventions. Therefore, Contractor personnel status will depend on the specific circumstances of an operation.

d. Central Processing and Departure Point.

(1) For any Contractor employee determined by the Government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the Contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The Government will identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying personnel receive required mission training and successfully complete the training.

(3) Contractor employees who fail to meet entrance standards set by the command surgeon, or who become unfit through their own actions (pregnancy, alcohol or drug abuse, etc.) will be removed from the AO at the Contractor's expense.

e. Standard Identification Cards.

(1) As part of the processing of Contractor personnel, the Government will provide the following distinct forms of identification:

(a) DD Form 1173 (Uniformed Services Identification and Privilege Card). This card is required for access to facilities and use of privileges afforded to the military, Government civilians, and military dependents.

(b) DD Form 489 (Geneva Conventions Identity Card for Persons Who Accompany the Armed Forces.) This card identifies one's status as a Contractor employee accompanying the U.S. Armed Forces. This card must be carried at all times when in the theater of operations.

(c) International Driver's Permit/License. The Contractor may be required to drive military vehicles in the performance of their duties.

(d) Personal Identification Tags. These tags should be worn at all times when in the theater of operations.

(e) Other Cards. In addition, other identification cards, courier cards, badges, etc., may be issued depending upon the situation.

(2) The Government will coordinate issuance of required identification cards and tags for all Contractor employees not processing through a CONUS Replacement Center.

(3) The Contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(4) See Section 9.11 for passports, visas, or other documents necessary to enter and/or exit any area(s).

(5) Upon redeployment, the Contractor shall return all issued controlled identification cards and tags to the Government.

f. Medical.

(1) The Government will provide the Contractor with all physical and medical requirements and standards necessary for deployment.

(2) The Contractor shall provide employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) Prior to deployment, the Contractor shall provide the following as required:

(a) Immunization record of each employee that is going to be deployed. Moreover, the Government may require medical screening at the CONUS Replacement Center for FDA approved immunizations.



- (b) Dental Pantograph, as required.
- (c) DNA sampling as required.
- (d) HIV Testing, as required.

(4) For any deployed Contractor employee determined by the Government to be medically unfit, the Contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The Government will provide to Contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This care does not include local national Contractor personnel under normal circumstances.

(6) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require, with 180 days preferred, two pairs of eyeglasses, if required (contacts are not recommended in a field environment), spare hearing aid batteries, sunglasses, insect repellent containing DEET, sunscreen, and any supplies related to their individual physical requirements.

g. Clothing and Equipment Issue.

(1) The Contractor shall ensure that Contractor personnel possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.

(2) Unless otherwise authorized, the Contractor shall ensure that his employees do not wear military clothing.

(3) If determined by the Combatant Commander to be necessary, the Government will issue to the Contractor all required theater specific equipment and military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, and Chemical Defensive Equipment).

(4) The task order shall identify to the Contractor the OCIE issue point and issue items.

(5) Upon receipt of OCIE, the Contractor shall assume responsibility and accountability for these items.

(6) The Contractor or Contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(7) The Contractor shall return all OCIE to the Government. Upon return of organizational clothing and individual equipment to the Government, the Contractor shall request, maintain, and provide to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to Government control.

(8) The contracting officer shall require the Contractor to reimburse the Government for OCIE lost or damaged due to Contractor negligence.

h. Weapons and Training.

(1) In no event shall the Contractor or Contractor personnel be required to perform Combat Related Tasks.

(2) The Government may provide Government furnished weapons and ammunition (M9 Pistols) for self-defense purposes to Contractor employees in the Area of Operations (AO). Only military issued ammunition may be

used in Government issued weapons. Contractor personnel shall not possess personally owned firearms in the AO. Acceptance of weapons by Contractor employees is at the discretion of the Contractor and the Contractor employees. When accepted, the Contractor employee's shall use the weapon in accordance with the applicable rules governing the use of force. Contractor personnel may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons.

(3) Prior to issuing any weapons to Contractor employees, the Government may provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

(4) The Contractor shall adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition.

(5) Upon redeployment or notification by the Government, the Contractor shall return all Government issued weapons and ammunition.

(6) Contractors shall screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening shall be presented to the Government.

i. Vehicle and Equipment Operation.

(1) The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the equipment.

(3) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(4) The Contractor may be held liable for all damages resulting from willful misconduct in the operation of military owned or leased equipment.

j. Passports, Visas, Customs, and Travel.

(1) The Contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for Contractor employees.

(2) All Contractor employees subject to the customs, processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(3) The Government will supply the Contractor with letters of travel when necessary to perform the contract in a deployed situation.

k. Reception, Staging, Onward Movement and Integration.

Upon arrival in the area of operations, Contractor employees shall receive Reception, Staging, Onward movement and Integration, as directed by the Government.

l. Living under Field Conditions. The Government, at its discretion, may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations, unless otherwise specified in the contract.



m. Morale, Welfare, Recreation.

The Government, at its discretion, may provide to Contractor employees (US citizens only) deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

n. Status of Forces Agreement.

(1) Contractor personnel shall have Status of Forces Agreement (SOFA) protection where included in the SOFA for the area of deployment.

(2) The Contractor is responsible for providing to its employees all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs and similar agreements.

(3) The Contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements.

(4) The Contractor shall provide the Government the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

o. Pay.

In the event the Contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the Contractor must obtain prior approval by the Contracting Officer before incurring any additional compensation costs. The Contractor shall furnish proper data to the contracting officer to substantiate any adjustment to the contract.

p. Health and Life Insurance.

The Contractor shall ensure that worker's compensation insurance under the Defense Base Act is provided to its employees in the theater of operations.

q. Next of Kin Notification.

Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

r. Return Procedures.

(1) Upon notification to the Contractor of redeployment, the contracting officer at his/her discretion may authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The Contractor shall return all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees upon completion of the deployment.

(3) The Contractor shall provide the contracting officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

s. Legal Assistance.

(1) The Contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills and other estate planning instruments as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

(2) Contractor personnel processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, generally will not be eligible to receive legal assistance from military lawyers. Where available, the Government may provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

(a) The legal assistance is in accordance with applicable international or host nation agreements.

(b) The legal assistance is limited in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal documents preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys, or on as available basis.

t. Special Legal.

Public Law 106-523. Military Extra-Territorial Jurisdiction Act of 2000 (METJA), Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to Contractor employees deployed OCONUS. The Contractor is responsible for ensuring his employees are briefed that they are potentially subject to the criminal jurisdiction of the United States under the METJA.

u. Media.

The Contractor shall request guidance from the Government media operations center if, and when, reporters seeking interviews or information on their participation in the mission/operation approach them.

v. Other.

(1) The Government will provide cultural awareness training for the theater if it is being provided to military personnel.

(2) Contractor employees shall fill-out the DD Form 93, "Record of Emergency Data.

(3) DoD Instruction Number 3020.37 is hereby incorporated in its entirety by reference.

(4) The Contractor shall ensure that information on Contractor-employee benefits due to war exigencies, under 33 U.S.C. 901 and 42 U.S.C. 1651 and 1701 is fully developed and provided in writing to all affected Contractor employees.

(end clause)

**H.22 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006) DEV**

(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.



Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(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;

(iii) Other military operations; or

(iv) Military exercises 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. 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 not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(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 theater of operations may be provided 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 theater of operations 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 theater of operations. 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.

(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 theater of operations 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.

(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 violation of the law of war when committed by a civilian national of the United States;

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

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(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 (c)(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 theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure 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 automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).



(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 clause. 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 theater of operations 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 Regional Combatant Commander designee 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 theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations 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;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

#### **H.23 5652.228-9000 REQUIRED INSURANCE (2003)**

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

TYPE	AMOUNT
Automobile Bodily Injury Liability	\$250,000 per person/ \$600,000 per occurrence
Property Damage Liability	\$30,000 per occurrence
Workers Compensation & Occupational Disease	As required by Federal and State Statutes
Employer's Liability	\$150,000

Additional insurance for OCONUS Contractor personnel will be required in accordance with the Defense Base Act (DBA).

#### **H.24. GOVERNMENT DOWN TIME FOR VARIOUS AUTHORITIES INCLUDING THE PRESIDENT, SECRETARY OF DEFENSE, COMMANDER IN CHIEF**

(a). Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel positions not listed in the U.S. Special Operations Command, Enterprise Continuity Plan for Disaster Recovery are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner. The Contractor will report through their Contractor chain of command for further guidance.

(2) With regard to work under the contract, the Government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The Contractor will not be paid for work not performed.

(iii) Government may reschedule the work for a date and time agreed to by both parties so long as any requirements for working outside normal duty hours are met."

(iv) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.

(v) The Contractor may work alternate work schedules or extended work hours to make up lost time as long as the management of the Contractor and the Government are within any policies or procedures for working outside of normal duty hours.

**(b) Base Closure Notification Procedures.**

The Contractor is directed to listen or watch local news media for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.

(2) The Contractor will not receive any other form of notification of a base closure from the Government. The Contractor is responsible for notification of his or her employees.

(3) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their company's task monitor and act in accordance with the task monitor's instruction.

(c) Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a Government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified by the Contracting Officer.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the Government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified by the Contracting Officer.

(3) If there is no need for the service during the scheduled base closure, Contractor shall not work on or off-site. The Government will not be liable for time not worked.

**H.25. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER**

DoDI 3020, Continuation of Essential DoD Contractor Services During Crises, is mandatory for contracts containing mission-essential tasks. DoDI 3020.37 defines essential Contractor services as: "A service provided by a firm or an individual under contract to the DoD to support vital systems or operate in support of activities including installation garrison and base support services considered of utmost importance to the U.S. mobilization and wartime mission." Contractors providing services designated as essential by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract during periods of crisis, until appropriately released or evacuated by military authority.

**H.26. CHANGES IN MARKET CONDITIONS**

The parties recognize that, as of contract award, the demand for linguists and translation services is quite high and that during the period of performance this demand may decrease causing the market price to decline. Should a decline in demand occur, the parties agree that the contractor may, at its discretion, provide a proposed reduction to contract prices to reflect the change in market price for the rate of pay for its labor.

#### H. 27. PAYMENT FOR OCONUS SERVICES

Section J, Attachment 1 Pricing for OCONUS GROUP B Green Zone & OCONUS GROUP B Deployed Pricing categories is based on 30 days per month/360 days per year. For these two pricing categories, the Contractor is only authorized to bill for the number of linguists and translators on site, as specified in individual task orders, during that month. All other OCONUS Labor Category Pricing is to be calculated at 26 days per month/312 days per year for Full Performance.

END OF SECTION H



## 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
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998



52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	NOV 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
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
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
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
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987

52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Property Records	APR 1984
52.245-2 Alt I (Dev)	Government Property (Fixed-Price Contracts) (May 2004) Alternate I Deviation	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
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
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.245-7001	Reports Of Government Property	MAY 1994
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

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 June 2007 through 31 May 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$650,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$50,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00; or

(3) A series of orders from the same ordering office within 3 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)



## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 May 2012.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days from the time under which the option is slated to start (for example if an option is slated to start 1 June, preliminary written notice can be provided up to May 16<sup>th</sup>); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days (before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(c) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of



production equipment, or occasional production bottlenecks of a sporadic nature;

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

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

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

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

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

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

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

(End of clause)

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

#### 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but



for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

##### (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(c) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)



## 52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the HQ USSOCOM Contracting Officer's written consent before placing any subcontracts. Any change in the teaming arrangement for this action will require the Contracting Officer's approval from HQ, USSOCOM Services Team.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.



(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

World Wide Languages, Inc.

(End of clause)

## 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Government and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Government and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to contract no. H92222-07-D-0021. This may be confirmed by contacting the Contracting Officer."

(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:

<http://farsite.hill.af.mil/>

(End of clause)

## 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 Defense Federal Acquisition clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime



contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Alaska Regional Office  
510 L Street, Suite 210  
Anchorage, AL 99501-1952  
Phone: 907-271-4022

The local SBA point of contact for Shce Atika Languages, LLC is:

ATTN: (b)(6)  
US Small Business Administration  
Massachusetts District Office  
10 Causeway Street, Suite 265  
Boston, MA 02222-1093

Phone: (b)(6)  
Fax: (b)(6)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.



(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) Shee Atika Languages, LLC will notify the USSOCOM HQ, SOAL-KH Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (DEC 2006)

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

(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--

(1) Exceeds \$550,000 in value; and

(2) Could be performed inside the United States or Canada.

(c) Submission of reports. The Contractor--

(1) Shall submit a report as soon as practical after the information is known;

(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;

(3) Need not resubmit information submitted with its offer, unless the information changes;

(4) Shall submit all reports to the Contracting Officer; and

(5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(d) Report format. The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)

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

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if--

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(e) Report format. The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) Subcontracts. The Contractor--

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of clause)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)

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

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--

- (1) Will be or has been performed outside the United States;
- (2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if--

- (1) A foreign place of performance is the principal place of performance of the contract; and
- (2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(e) Report format. The Contractor--

(1) Shall submit reports using--

- (i) DD Form 2139, Report of Contract Performance Outside the United States; or
- (ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) Subcontracts. The Contractor--

- (1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;
- (2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and
- (3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (c) of this clause.

(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 the Contracting Officer

(End of clause)

#### 252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause --

- (1) Captured person means any employee of the Contractor who is --
  - (i) Assigned to duty outside the United States for the performance of this contract; and
  - (ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or
  - (iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either --
    - (A) Engaged in activity directly arising out of and in the course of employment under this contract; or
    - (B) Captured in an area where required to be only in order to perform this contract.
- (2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
- (3) United States comprises geographically the 50 states and the District of Columbia.

(4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of --

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
  - (ii) The supplies being transported are--
    - (A) Noncommercial items; or
    - (B) Commercial items that--
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
      - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh



Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

#### 5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

#### 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

- (1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)



Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1 PRICING TABLE

Pricing Attachment 1, dated 31 May 2007 is incorporated into H92222-07-D-0021 by mutual agreement of the parties.

Pages 75 through 77 redacted for the following reasons:

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(b)(4)

## ATTACHEMENT 2 DD254

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED (b)(2) High	
		b. LEVEL OF SAFEGUARDING REQUIRED (b)(2) High	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER H92222-07-D-0021		<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 20070518
<input type="checkbox"/> b. SUBCONTRACT NUMBER		<input type="checkbox"/> b. REVISED (Supersedes all previous specs)	Revision No. NA Date (YYMMDD)
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, complete the following			
Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following:			
In response to the contractor's request dated , retention of the classified material is authorized for the period of			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE Shee Atika Languages, LLC 94 River Street, Suite 300 Rumford, ME 04276-2017	b. CAGE CODE 46YL5	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (S11WL) 187 Ballardvale Street, Suite B-205 Wilmington, MA 01887-1062	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION See Item 13	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) See Item 13	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT (b)(2) High			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES NO S	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES NO
b. RESTRICTED DATA	(b)(2) High	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	(b)(2) High



<b>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</b>	(b)(2) High	<b>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL.</b>	(b)(2) High
<b>d. FORMERLY RESTRICTED DATA</b>		<b>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</b>	
<b>e. INTELLIGENCE INFORMATION</b>		<b>e. PERFORM SERVICES ONLY</b>	
(1) Sensitive Compartmented Information (SCI)		<b>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</b>	
(2) Non-SCI		<b>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</b>	
<b>f. SPECIAL ACCESS INFORMATION</b>		<b>h. REQUIRE A COMSEC ACCOUNT</b>	
<b>g. NATO INFORMATION</b>		<b>i. HAVE TEMPEST REQUIREMENTS</b>	
<b>h. FOREIGN GOVERNMENT INFORMATION</b>		<b>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</b>	
<b>i. LIMITED DISSEMINATION INFORMATION</b>		<b>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</b>	
<b>j. FOR OFFICIAL USE ONLY INFORMATION WILL BE HANDLED IAW DOD 5400.7-R</b>		<b>l. OTHER (Specify)</b> (b)(2) High	
<b>k. OTHER (Specify)</b>	(b)(2) High		

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PREVIOUS EDITION IS OBSOLETE

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. ☐ Direct ☒ Through (Specify)

Requests must be forwarded through the certifying official (block 16) to USSOCOM Office of Public Affairs (SOCS-PA)

To the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

\* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance, or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes. The contractor may also challenge guidance or the classification assigned to any information or material furnished or generated under this contract; and may submit questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

(b)(2) High

(b)(2) (High)

(b)(3) (10USC 130b), (b)(6)

Reviewed/Approved

(b)(3) (10USC 130b), (b)(6)

USSOCOM Industrial Security

18 May 07

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.

YES

NO

*(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement, which identifies the additional requirements. Provide a copy of the requirements to the Cognizant Security Office. Use Item 13 if additional space is needed.)*

<b>15. INSPECTIONS.</b> Elements of this contract are outside the inspection responsibility of the Cognizant Security Office. <i>(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)</i>			<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>16. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.				
<b>a. TYPED NAME OF CERTIFYING OFFICIAL</b>  (b)(3)(1)(USC 1302) (b)(6)	<b>b. TITLE</b>  Industrial Security Manager	<b>c. TELEPHONE (Include Area Code)</b>  (b)(6)		
<b>d. ADDRESS (Include Zip Code)</b>  (b)(6)	<b>17. REQUIRED DISTRIBUTION</b>			
<b>e. SIGNATURE</b>  (b)(6)	<input checked="" type="checkbox"/> a. CONTRACTOR			
	<input type="checkbox"/> b. SUBCONTRACTOR			
	<input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR			
	<input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION			
	<input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER			
<input checked="" type="checkbox"/> f. OTHERS AS NECESSARY PM/COR				



## DD Form 254 Attachment #2, (continuation Sheet)

**PROTECTING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION**

Contract Number (from item 2.a.): H92222-07-D-0021  
Revision Number/Date (from item 3.b.): 00002/20070518  
General Identification (item 9.): [REDACTED]

**1. GENERAL:**

- a. The "FOR OFFICIAL USE ONLY" marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official Government Information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.
- b. Other non-security markings such as "Limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instructions received from such agencies.
- c. Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release, to determine whether a significant and legitimate Government purpose is served by withholding the information portions of it.

**2. MARKINGS:**

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion marking will be shown.
- b. Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked 'FOUO.'
- c. Any "FOR OFFICIAL USE ONLY" information released to a contractor by a DOD User Agency is required to be marked with the following statement prior to transfer:

**THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM  
MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTIONS  
APPLY.**

- d. Removal of the "FOR OFFICIAL USE ONLY" marking can only be accomplished by the originator or other competent authority. When "FOR OFFICIAL USE ONLY" status is terminated, all known holders will be notified to the extent possible.

**3. DISSEMINATION:** Contractors may disseminate "FOR OFFICIAL USE ONLY" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

**4. STORAGE:** During working hours "FOR OFFICIAL USE ONLY" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after hours protection or the material can be stored in locked receptacles such as file cabinets, desks or bookcases.

**5. TRANSMISSION:** "FOR OFFICIAL USE ONLY" information may be sent via first-class mail or parcel post. Bulky shipments may be sent fourth-class mail.

**6. DISPOSITION:** When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a trash container or as directed by the User Agency.

**7. UNAUTHORIZED DISCLOSURE:** Unauthorized disclosure of "FOR OFFICIAL USE ONLY" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

**5652.242-9001 Defense Contract Management Center (DCMC) (1998)**

Components of the Department of Defense perform contract administration services providing assistance to contractors and Government agencies in accomplishing most administrative functions required under a contract. One or more of the following may be involved. The offeror shall insert the address of the cognizant office or state "unknown" below:

Defense Contract Management District (DCMD)

UNKNOWN

Telephone: \_\_\_\_\_

Defense Contract Management Agency (DCMA)

UNKNOWN

Telephone: \_\_\_\_\_

Defense Plant Representative Office (DPRO)

UNKNOWN

Telephone: \_\_\_\_\_

(End of Provision)

**5652.204-9004 Foreign Persons (2006)**

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: \_\_\_\_\_):

- 1) Full Name:
- 2) Date of Birth:
- 3) Place of Birth:
- 4) Nationality:
- 5) Social Security Number:
- 6) Visa Status:
- 7) Current Address:
- 8) If a Subcontractor, Subcontractor Name and Address:
- 9) Biographic data and/or resume:

(end of clause)



**SOFARS Clauses and Provisions**

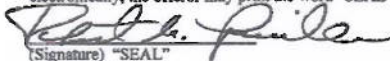
**5652-204-9000 Individual Authorized to Sign (2003)**

(a) Proposals shall be signed by an authorized individual. The offeror hereby represents that the individual designated below is authorized to bind the corporation, partnership, individual or educational institution. Evidence of authorization shall be provided by the offeror in accordance with the applicable instructions below. If the offeror is a joint venture, each participant in the joint venture shall submit a separate representation.

(1) CORPORATIONS: The signatory must be an official or person otherwise authorized to bind the corporation. A Corporate representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the corporation. Corporations may establish the authority of its agents by furnishing a power of attorney with the offer, a corporate resolution, or by causing the following representation to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the representation.

I, Robert G. Loiselle, represent that I am the Chairman of the firm named as the offeror herein; that Michael R. Kershner signed this contractual instrument on behalf of the corporation and is President/CEO of said corporation; that said contractual instrument was duly signed for and in behalf of said corporation by authority of its governing body; and is within the scope of its corporate powers.

AFFIX CORPORATE SEAL (Note: If a corporation does not have a seal or the offer is being submitted electronically, the offeror may print the word "SEAL".)

 SEAL  
(Signature) "SEAL"

(2) PARTNERSHIPS: Partnerships shall establish their authority and the authority of their agents by completing the following representation, provided that it is executed by a partner other than the person signing the contractual instrument.

I, \_\_\_\_\_, represent that I am a partner of the firm of \_\_\_\_\_  
consisting of the following partners \_\_\_\_\_; that  
\_\_\_\_\_ signed this contractual instrument on behalf of said firm and is  
\_\_\_\_\_ of said firm; that said contractual instrument was duly signed for and in  
behalf of said firm by authority of partnership; and is within the scope of its corporate powers.

(Signature)

(3) INDIVIDUALS: The signatory must be the owner and the contractual instrument shall be signed as such unless an agent's authority has been established through a power of attorney. Individuals submitting contractual instruments under an agent's signature must furnish a power of attorney to establish the agent's authority.

(4) EDUCATIONAL INSTITUTIONS: The signatory must be an official or person otherwise authorized to bind the educational institution. A representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the educational institution. Educational institutions may establish authority of their agents by furnishing with their offeror a power of attorney, a corporate resolution or by causing the following representation to be executed, provided that the same individual shall not execute both the contract and the representation.

I, \_\_\_\_\_, represent that I am the \_\_\_\_\_ of the  
educational institution named as the offeror herein; that \_\_\_\_\_ signed this  
contractual instrument on behalf of the educational institution and is \_\_\_\_\_ of

said educational institution; that said contractual instrument was duly signed for and in behalf of said educational institution by authority of its governing body; and is within the scope of its corporate powers.

(Signature)

(b) Once a power of attorney or corporate resolution has been submitted to establish the authority of its agents, provide reference to the Procurement Instrument Identification Number with which it was submitted by including the following statement in lieu of furnishing an additional copy: "Evidence to establish the authority of the agent signing this document was submitted with Document Number \_\_\_\_\_"

5652.204-9001 Cognizant Security Office (1998)

As prescribed in 5604.403, insert the following. *Editable & Fill-ins*

The offeror certifies that it possesses a security clearance of Top Secret.

The offeror's cognizant security office and point of contact is:

Michael J. Bowyer  
INDUSTRIAL SECURITY Rep, OSS  
Wilmington Field Office (517WL)  
187 BALLARVALE STREET, Suite B-205  
Wilmington, MA 01892-1062

Phone (978) 694-9625

Cell (978) 490-5049

FAX 978-694-9628