

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> W56HZV-09-A-A909				<b>2. DELIVERY ORDER/CALL NO.</b> 0011		<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2013DEC18		<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE		<b>5. PRIORITY</b> DOA4		
<b>6. ISSUED BY</b> U.S. ARMY CONTRACTING COMMAND MONICA NYENHUIS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: MONICA.NYENHUIS@US.ARMY.MIL				<b>CODE</b> W56HZV		<b>7. ADMINISTERED BY (if other than 6)</b> DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342				<b>CODE</b> S2404A		
<b>9. CONTRACTOR</b>  BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION 8260 WILLOW OAKS CORPORATE DR STE 800 FAIRFAX, VA 22031-4513				<b>CODE</b> 4J742		<b>FACILITY</b>		<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE		<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
<b>NAME AND ADDRESS</b>								<b>12. DISCOUNT TERMS</b>		<b>11. X IF BUSINESS IS</b> <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMAN-OWNED		
								<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15				
<b>14. SHIP TO</b> SEE SCHEDULE				<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264				<b>CODE</b> HQ0338		
										<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>		
<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b>	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									
<b>PURCHASE</b>			Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE CONTRACT ADMINISTRATION DATA												
<b>18. ITEM NO.</b>	<b>19. SCHEDULE OF SUPPLIES/SERVICE</b>					<b>20. QUANTITY ORDERED/ ACCEPTED*</b>	<b>21. UNIT</b>	<b>22. UNIT PRICE</b>	<b>23. AMOUNT</b>			
	SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					<b>24. UNITED STATES OF AMERICA</b> REGINALD G. MARTIN /SIGNED/ 2013DEC18 REGINALD.MARTIN@US.ARMY.MIL (586)282-6830					<b>25. TOTAL</b>	\$1,056,332.54	
					BY: _____ CONTRACTING/ORDERING OFFICER					<b>26. DIFFERENCES</b>		
<b>27a. QUANTITY IN COLUMN 20 HAS BEEN</b> <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____												
<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>						<b>c. DATE (YYYYMMDD)</b>		<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>				
<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>						<b>28. SHIP. NO.</b>		<b>29. D.O. VOUCHER NO.</b>		<b>30. INITIALS</b>		
<b>f. TELEPHONE NUMBER</b>			<b>g. E-MAIL ADDRESS</b>			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>32. PAID BY</b>		<b>33. AMOUNT VERIFIED CORRECT FOR</b>		
<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>						<b>31. PAYMENT</b> <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>34. CHECK NUMBER</b>				
<b>a. DATE (YYYYMMDD)</b>		<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>						<b>35. BILL OF LADING NO.</b>				
<b>37. RECEIVED AT</b>		<b>38. RECEIVED BY (Print)</b>		<b>39. DATE RECEIVED (YYYYMMDD)</b>		<b>40. TOTAL CONTAINERS</b>		<b>41. S/R ACCOUNT NUMBER</b>		<b>42. S/R VOUCHER NO.</b>		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 50</b>
	PIIN/SIIN W56HZV-09-A-A909/0011      MOD/AMD	
<b>Name of Offeror or Contractor:</b> BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION		

SUPPLEMENTAL INFORMATION

Buyer Name: MONICA NYENHUIS  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-S/(586)282-7543  
 Type of Contract: Time and Materials  
 Kind of Contract: Service Contracts  
 Type of Business: Other Small Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

\*\*\* End of Narrative A0000 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1      52.204-4023	NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON) AT DETROIT ARSENAL	FEB/2013

Contractors are hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONS Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

2      52.204-4024	NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP) AT THE DETROIT ARSENAL	FEB/2013
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In accordance with AR 525-13, Contractor personnel working on an installation are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

(End of Notice)

3      52.209-4025	NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL	MAR/2013
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The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.

(End of Notice)

Contract: W56HZV-09-A-A909  
 Task Order: 0011

Program: Acquisition Program services for Product Manager (PM) Assured Mobility Systems (AMS) Route Clearance and explosive ordnance disposal EOD wheel vehicles.

Purpose: Provide programmatic, acquisition, and contractor logistics support to Program Manager Assured Mobility Systems (PM AMS) for route clearance and EOD wheeled ground vehicles, associated subsystems, and items destined for In-Theater(Iraq, Kuwait, Qatar, and Afghanistan) and other OCONUS and CONUS locations. The contractor is to perform the contract services in accordance with the Performance Work Statement, narrative C0001, herein.

1. AMOUNT OF THIS ACTION: The total two-month base period obligated dollar amount of this Task Order is \$1,056,332.54 awarded on a Firm Fixed Price (FFP) and a Time and Material (T&M) basis.

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PIIN/SIIN W56HZV-09-A-A909/0011

MOD/AMD

**Name of Offeror or Contractor:** BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

2. The maximum number of labor hours available for the two-month base period effort under Task Order 0011 is 8,717 hours broken out as follows:

## OCONUS LABOR CATEGORY HOURS

Fielding & Sustainment Analyst III/ Principal Analyst II 708 Hours  
Fielding & Sustainment Analyst III (TDY)/Principal Analyst II 204 Hours  
Fielding & Sustainment Analyst II/Principal Analyst I 708 Hours  
Fielding & Sustainment Analyst II/Principal Analyst I 708 Hours  
Fielding & Sustainment Analyst II/Principal Analyst I 708 Hours  
Fielding & Sustainment Analyst I/Senior Analyst II 708 Hours  
Fielding & Sustainment Analyst I/Senior Analyst II 708 Hours  
Fielding & Sustainment Analyst I (Float)/Senior Analyst II 708 Hours  
Transportation Analyst II/Senior Analyst IV 708 Hours  
Total OCONUS Hours: 5,868 Hours

## CONUS LABOR CATEGORY HOURS

Material Analyst II/Senior Analyst IV 344 Hours  
Material Analyst II/Senior Analyst IV 344 Hours  
Material Analyst II/Senior Analyst IV 344 Hours  
Research Specialist III/Senior Principal Analyst II 97 Hours  
Program Management Support - Quality Review/Senior Analyst IV 344 Hours  
Material Analyst I/Research Analyst I 344 Hours  
Total CONUS Hours: 2,849 Hours

3. The following CLINs are established in Section B to fund the base period:

- CLIN 0001AA at \$90,285.35 to fund Base Period CONUS Labor at LEAD on a FFP basis.
- CLIN 0001AB at \$32,663.44 to fund Base Period CONUS ODCs at LEAD on a T&M basis.
- CLIN 0001AC at \$182,979.82 to fund Base Period CONUS Labor on a FFP basis.
- CLIN 0001AD at \$476,628.39 to fund Base OCONUS Labor on a T&M basis.
- CLIN 0001AE at \$42,473.86 to fund Base CONUS ODCs on a T&M basis.
- CLIN 0001AF at \$231,301.68 to fund Base OCONUS ODCs on a T&M basis.
- CLIN 0001AG - supporting Manpower Reporting Requirements as Not Separately Priced (NSP).

4. The base period of performance is from 01 January 2014 - 28 February 2014. The requirement includes four one-month option periods, which may be exercised unilaterally by the Government (See Sections C.10 and H.1, Options to extend Services, herein).

5. The following Option CLINs are established in Section B.1, narrative B0001, to fund possible future efforts on a T&M Basis:

CLIN 0002 - Option Period 1 - 01 March 2014 - 31 March 2014  
CLIN 0003 - Option Period 2 - 01 April 2014 - 30 April 2014  
CLIN 0004 - Option Period 3 - 01 May 2014 - 31 May 2014  
CLIN 0005 - Option Period 4 - 01 June 2014 - 30 June 2014

6. The Theater Business Clearance (TBC) number associated with this effort is TBC-W56HZV-09-0008.

6. All clauses from the contractor's Omnibus III Blanket Purchase Agreement (BPA) are incorporated into this Task Order. In the event clauses in the Omnibus III BPA conflict with clauses included in this task order, the clauses in this subject Task order take precedence.

7. The total estimated contract value is \$3,125,960.81 for all periods (base and all option periods). The total obligated amount for this action \$1,056,332.54.

8. All relevant attachments and appendixes as supplied with the request for proposal are incorporated into Section J of this task order

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-09-A-A909/0011 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 50
<b>Name of Offeror or Contractor:</b> BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION		

and will be forwarded under a separate cover upon award.

\*\*\* END OF NARRATIVE A0001 \*\*\*

CONTINUATION SHEET

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 PIIN/SIIN W56HZV-09-A-A909/0011 MOD/AMD

Name of Offeror or Contractor: BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  BRTRC RCV SPT													
0001AA	<p><u>BASE CONUS LABOR AT LEAD - OPA</u></p> <p>SERVICE REQUESTED: BRTRC RCV SPT                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: P126M0952T PRON AMD: 01 ACRN: AA                      PSC: R706</p> <p>Labor for tasks supporting CONUS fielding support requirements:\$90,285.35</p> <p>The estimated hours per labor category are provided as follows:</p> <p>BASE CONUS LABOR CATEGORY HOURS AT LETTERKENNY ARMY DEPOT (LEAD)</p> <p>Material Analyst II/Senior Analyst IV - 344 Hours                      Material Analyst II/Senior Analyst IV - 344 Hours                      Material Analyst II/Senior Analyst IV - 344 Hours</p> <p>Total CONUS LEAD Hours: 1,032</p> <p>Period of Performance: 01 January 2014 - 28 February 2014.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="261 1528 771 1606"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>28-FEB-2014</td> </tr> </table> <p style="text-align: right;">\$ 90,285.35</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-FEB-2014	1	LO		\$ 90,285.35
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	28-FEB-2014												
0001AB	<p><u>BASE ODCS CONUS AT LEAD - OPA</u></p> <p>SERVICE REQUESTED: BRTRC - RCV SPT                      CLIN CONTRACT TYPE:                      Time and Materials                      PRON: P126M0952T PRON AMD: 01 ACRN: AA</p>	1	LO		\$ 32,663.44									

Name of Offeror or Contractor: BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>PSC: R706</p> <p>Base Year Not To Exceed (NTE) CLIN for CONUS Travel and ODCs at Letterkenny Army Depot (LEAD) for tasks supporting CONUS fielding in the amount of \$32,663.44. ODCs and Travel are invoiced as a cost only, no fee.</p> <p>Period of Performance: 01 January 2014 - 28 February 2014.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>28-FEB-2014</td> </tr> </table> <p style="text-align: right;">\$            32,663.44</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-FEB-2014				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	28-FEB-2014												
0001AC	<p><u>BASE CONUS LABOR - OMA</u></p> <p>SERVICE REQUESTED: BRTRC RCV SPT                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M4SMA03Q7      PRON AMD: 02      ACRN: AB                      PSC: R706</p> <p>Labor for sustainment tasks supporting the Area of Responsibility (AOR) requirements : \$182,979.82</p> <p>The estimated hours per labor category are provided as follows:</p> <p>BASE CONUS LABOR CATEGORY HOURS</p> <p>Research Specialist III/Senior Principal Analyst II                      344 Hours</p> <p>Research Specialist III/Senior Principal Analyst II                      344 Hours</p> <p>Research Specialist III/Senior Principal Analyst II                      344 Hours</p> <p>Research Specialist III/Senior Principal Analyst II                      97 Hours</p> <p>Program Management Support - Quality Review/Senior Analyst IV 344 Hours</p>	1	LO		\$ 182,979.82									



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Name of Offeror or Contractor: BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>Fielding &amp; Sustainment Analyst I (Float)/Senior Analyst II - 708 Hours</p> <p>Transportation Analyst II/Senior Analyst IV - 708 Hours</p> <p>Total OCONUS Hours: 5,868</p> <p>Period of Performance: 01 January 2014 - 28 February 2014.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                      1</td> <td>28-FEB-2014</td> </tr> </table> <p style="text-align: right;">\$      476,628.39</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                      1	28-FEB-2014				
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                      1	28-FEB-2014										
0001AE	<p><u>BASE CONUS ODC - OMA</u></p> <p>SERVICE REQUESTED: BRTRC RCV SPT                      CLIN CONTRACT TYPE:                      Time and Materials                      PRON: 2M4SMA03Q7      PRON AMD: 02      ACRN: AB                      PSC: R706</p> <p>Base Year Not To Exceed (NTE) CLIN for CONUS Travel and ODCs for sustainment tasks supporting the Area of Responsibility (AOR) requirements in the amount of \$42,473.86. ODCs and Travel are invoiced as a cost only, no fee.</p> <p>Period of Performance: 01 January 2014 - 28 February 2014.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH                                      PERF COMPL</p>	1	LO		\$ 42,473.86						

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-09-A-A909/0011 MOD/AMD

Name of Offeror or Contractor: BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	1	28-FEB-2014														
	\$ 42,473.86															
0001AF	<p><u>BASE OCONUS ODCS - OMA</u></p> <p>SERVICE REQUESTED: BRTRC RCV SPT                      CLIN CONTRACT TYPE:                      Time and Materials                      PRON: 2M4SMA03Q7 PRON AMD: 02 ACRN: AB                      PSC: R706</p> <p>Base Year Not To Exceed (NTE) CLIN for OCONUS Travel and ODCs for sustainment tasks supporting the Area of Responsibility (AOR) requirements in the amount of \$231,301.68. ODCs and Travel are invoiced as a cost only, no fee.</p> <p>Period of Performance: 01 January 2014 - 28 February 2014.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>28-FEB-2014</td> </tr> <tr> <td></td> <td>\$ 231,301.68</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-FEB-2014		\$ 231,301.68		1	LO	\$ 231,301.68
DLVR SCH		PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	1	28-FEB-2014														
	\$ 231,301.68															
0001AG	<p><u>CONTRACT MANPOWER REPORTING BASE PERIOD</u></p> <p>Manpower Reporting Requirements to Account for Contract Services. Report all contractor manpower required for performance of this contract at the web address  <a href="http://contractormanpower.army.pentagon.mil">http://contractormanpower.army.pentagon.mil</a>                      The Contracting Officer's Representative is responsible for ensuring that the contractor has reported the required information. Information must be verified before the Contracting Officer's Representative will certify invoices for payment under this task order. CLIN 0001AG applies to all Base Year Labor CLINs.</p> <p>Period of Performance: - 01 January 2014 - 28</p>	1	LO	\$ ** NSP **												



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**Name of Offeror or Contractor:** BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

In accordance with Sections C.10, H.1, FAR 52.217-8 and 52.217-9 the Government may award additional services on a T&M basis via four one-month options based on the the rates specified below:

Option Period 1:

CLIN: 0002

Period of Performance: 01 March 2014 - 31 March 2014

OCONUS Labor - \$259,456.81 (3,180 Hours)

OCONUS ODC/Travel - \$98,634.07

CONUS Labor - \$133,531.74 (1,392 Hours)

CONUS ODC/Travel - \$33,190.67

Not to Exceed Total: \$524,813.29 (4,572 Hours)

\*Please note: 504 Material Analyst II/Senior Analyst IV Hours in the amount of \$44,092.84 and Travel and ODCs in the amount of \$16,331.72 shall be utilized for efforts at Letterkenny Army Depot (LEAD).

Option Period 2:

CLIN: 0003

Period of Performance: 01 April 2014 - 30 April 2014

OCONUS LABOR - \$251,700.68 (3,084 Hours)

OCONUS ODC/Travel - \$89,817.81

CONUS Labor - \$139,611.36 (1,456 Hours)

CONUS ODC/Travel - \$33,190.67

Not to Exceed Total: \$514,320.52 (4,540 Hours)

\*Please note: 528 Material Analyst II/Senior Analyst IV Hours in the amount of \$46,192.50 and ODCs in the amount of \$16,331.72 shall be utilized for efforts at Letterkenny Army Depot (LEAD).

Option Period 3

CLIN: 0004

Period of Performance: 01 May 2014 - 31 May 2014

OCONUS LABOR - \$259,456.81 (3,180 Hours)

OCONUS ODC/Travel - \$92,435.84

CONUS Labor - \$139,611.36 (1,456 Hours)

CONUS ODC/Travel - \$33,190.67

Not to Exceed Total: \$524,694.68 (4,636 Hours)

\*Please note: 528 Material Analyst II/Senior Analyst IV Hours in the amount of \$46,192.50 and ODCs in the amount of \$16,331.72 shall be utilized for efforts at Letterkenny Army Depot (LEAD).

Option Period 4

CLIN: 0005

Period of Performance: 01 June 2014 - 30 June 2014

OCONUS LABOR - \$251,700.68 (3,084 Hours)

OCONUS ODC/Travel - \$87,376.69

CONUS Labor - \$133,531.74 (1,392 Hours)

CONUS ODC/Travel - \$33,190.67

Not to Exceed Total: \$505,799.78 (4,476 Hours)

\*Please note: 504 Material Analyst II/Senior Analyst IV Hours in the amount of \$44,092.84 and ODCs in the amount of \$16,331.72 shall be utilized for efforts at Letterkenny Army Depot (LEAD).

\*\*\* END OF NARRATIVE B0001 \*\*\*

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MOD/AMD

**Name of Offeror or Contractor:** BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

2	52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 20 calendar days of contract award and within 20 calendar days of new employees commencing performance, with the results reported to the COR no later than 20 calendar days after contract award.

(End of Clause)

3	5152.222-5900 (C-JTSCC)	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011
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(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employees native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractors written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.



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unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of clause)

6 5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING  
(C-JTSCC)

AUG/2011

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

(End of Clause)

7 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR  
(C-JTSCC) EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

DEC/2011

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases are screened and receive all required immunizations in accordance with USCENTCOM 021922Z Dec 11 Mod Eleven to USCENTCOM Individual Protection and Individual Unit Deployment Policy found on: <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. All immunizations will be given IAW Ref S. Refer to the military vaccine agency website (<http://www.vaccines.mil>).

(1) U.S. Contractors may initially utilize a tuberculosis (TB) testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider who will look for interval changes from prior CXRs and review any changes in the symptom survey.

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(iii) SRNs do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractors expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request. (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) LN and TCN contractor employees, including subcontractors at any tier, involved in food service, water and/or ice production facilities must be screened annually for signs and symptoms of infectious diseases. Contractors must ensure employees receive Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractors chosen health care provider for their contracted and subcontracted personnel. NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGOs) as applicable regarding Medical Screening and Vaccination Requirements.

(End of clause)

8 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS APR/2012  
(C-JTSCC)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes

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only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End)

9            52.204-4020      ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES      JUN/2012  
(TACOM)

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

10           52.204-4021      CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION      JUN/2012  
(TACOM)            SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

11           52.204-4022      REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN      JUN/2012  
(TACOM)

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, how to protect it and include required usage of the OPSEC Review Certification form (STA 7114 or similar). In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

12           52.209-4021      ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR      JUN/2012  
(TACOM)            PERSONNEL TRAVELING OVERSEAS

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

13           52.209-4024      INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING      JUN/2012  
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(End of Clause)

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ACQUISITION SERVICES  
PRODUCT MANAGER ASSURED MOBILITY SYSTEMS,  
ROUTE CLEARANCE AND EXPLOSIVE ORDNANCE DISPOSAL  
WHEELED GROUND VEHICLES

C.1 Mission Objective: Provide programmatic, acquisition, and contractor logistics support, as detailed herein, to Program Manager Assured Mobility Systems (PM AMS) for route clearance and explosive ordnance disposal (EOD) wheeled ground vehicles, associated subsystems, and items destined for In-Theater (Iraq, Kuwait, Qatar Germany, and Afghanistan) and other OCONUS and CONUS locations. Other supported agencies may include: U.S. Army Tank-automotive and Armaments Command (TACOM) Warren, MI; and Letterkenny Army Depot.

C.1.2 Period of Performance: The period of performance for this task order shall be for a Base Period of two (2) months which may, in the Governments sole discretion, be extended up to for four (4) one month option periods, which may be exercised by the Contracting Officer to extend the period of performance.

C.1.2.1. Place(s) of performance: The Contractor shall concurrently provide (Base Period):

- 5,868 hours of services in-theater including Area of Responsibility (AOR) ((Subtasks C.2.1.1, C.2.1.2, C.2.1.1, C.2.1.3, C.2.1.4, C.2.1.5, and C.2.1.6)
- 344 hours of services at Warren, MI; (Subtasks C.2.1.1, C.2.1.2, C.2.1.3, and C.2.1.4)
- 1,473 hours of services at Contractor Facilities (Subtasks C.2.1.1, C.2.1.3, C.2.1.4, C.2.1.6, C.2, C.2.2.4, C.2.3, C.2.4, C.2.5, C.3, C.6, C.12)
- 1,032 hours of services at Letterkenny Army Depot (Subtasks C.2.1.4, and C.2.1.3)

C.1.2.2 Duty Hours: The standard CONUS work day is 8 hours Monday Friday. The work week may be modified, or extended to meet mission requirements if approved in advance, in writing, by the COR.  
The standard OCONUS work day is a minimum of 8 hours but up to a maximum of 15 hours, seven days a week depending on mission requirements to accommodate vehicle availability. The work week may be modified, or extended to meet mission requirements if approved in advance, in writing, by the COR. The COR must approve overtime for both CONUS and OCONUS locations.

C.1.2.3 Recognized Holidays: CONUS, Contractor Personnel will not work on the following Holidays:

New Years Day Labor Day  
Martin Luther King Jr. Birthday Columbus Day  
Presidents Day Veterans Day  
Memorial Day Thanksgiving Day  
Independence Day Christmas Day

C.1.2.4 OCONUS, Contractor Personnel will work the holidays listed above, based on mission requirements.

C.1.3 General Information:

C.1.3.1 Quality Control: The Contractor shall implement and maintain an effective quality control program to ensure services are performed in accordance with this Performance Work Statement (PWS). The Quality Control Plan will be incorporated into the contract by reference. The Contractor shall develop and implement procedures to identify and either prevent or ensure non-recurrence of defective services. The contractors quality control program is the means of assuring the work complies with the requirement of this PWS. As a minimum, the contractor shall develop quality control procedures that address the area identified in Technical Exhibit 1 Performance Requirement Summary. The contractor shall provide their Quality Control Plan (QCP). After acceptance of the quality control plan the contractor shall receive the contracting officers advance acceptance in writing of any proposed change to his quality control system.

C.1.3.2 Quality Assurance: The government will evaluate the contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance.

C.1.3.3 Government Incentives and Remedies:

C.1.3.3.1 Incentives: The Contracting Officers Representative performing surveillance will document high quality performance (e.g. timely delivery of data, accuracy and quality content of reports) and ensure this record of performance becomes a part of the contractors past performance record for this order.

C.1.3.3.2 Remedies: Timely performance of work, to include submission of all deliverables addressing all required content in a quality manner, are paramount; therefore, contractor failure in these tasks will result in (1) withholding of payments until the Government can determine the ramifications of the below standard performance, (2) contractor correction at no additional fee to the Government and (3)

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documentation of negative past performance. If the contractor believes that there are excusable circumstances, the contractor shall inform the Contracting Officer. Excusable circumstances may result in adjustment of the consequences mentioned in this paragraph. This paragraph does not invalidate any of the usual rights allowed by the Inspection of Services clause.

C.2 Performance Requirements: Except as otherwise specified by this Performance Work Statement (PWS), the contractor shall provide all personnel, equipment, materials, employee supervision and non-personal services necessary to perform the work effort described within this PWS. The Contractor shall provide the support specified herein for the In-Theater materiel fielding operations for PM AMS-managed route clearance and EOD wheeled ground vehicles, and associated subsystems, equipment, and items. The contractor shall prepare and deliver a Weekly Activity Report (WAR). The WAR shall contain a brief synopsis of the weeks activities and relevant proceedings on any meeting IAW CDRL A008.

C.2.1 In-Theater Materiel Fielding. The contractor shall coordinate all fielding efforts to include fielding locations, priorities, and infrastructure utilization in the AOR; of the PWS with COR. Contractor personnel will reside at PM AMS locations in theater and be required to travel to various work sites to perform PWS Requirements. The contractor shall provide weekly information for the Government to track and provide accountability for deployed personnel IAW CDRL A003.

C.2.1.1 Acquisition Program Documentation. The contractor shall receive fielding priorities and locations from the COR to plan, coordinate, and schedule materiel fielding requirements and prepare materiel fielding plans and documentation IAW DoD 5000 series, Army Regulations, and In-Theater policies and procedures. The contractor shall coordinate the plans with CENTCOM/AOR, support contractors, fielding other GFE equipment, and deploying units. The contractor shall submit the fielding plans to COR for review and approval in accordance with IAW CDRL A007.

C.2.1.2 Operations. The contractor shall observe and manage all materiel fielding, coordinate and conduct fielding activities such as deprocessing and handoff; and customer service activities (such as unit visits to discuss maintenance issues with PM AMS managed vehicles, equipment retrofits, and coordinating resolution of any issues on-site between Government agencies, support contractors, and deploying units). The contractor shall coordinate and monitor the transportation of route clearance and EOD wheeled ground vehicles, associated subsystems, and items In-Theater. The contractor shall coordinate and make any adjustments to fielding resources necessary to support fielding requirements. The contractor shall submit requests to the COR for technical personnel and repair parts resources to meet materiel fielding schedules or sustain high operational readiness rates (90% per Army Regulations). The contractor shall conduct diagnostics and troubleshooting of issues with fielded vehicles and develop recommended solutions. In the event the contractor cannot make on-site adjustments or corrections, the contractor shall provide recommendations to PM AMS and the applicable In-Theater representatives how to resolve materiel fielding and post-fielding issues. The contractor shall prepare and deliver a monthly After Action Report covering all information regarding each fielding IAW CDRL A001.

C.2.1.2.1 The contractor shall prepare and maintain fielding records for the route clearance and EOD wheeled ground vehicles. The contractor shall conduct a post-fielding follow-up interview and survey after each fielding. The contractor shall coordinate with units involved and PM AMS with regard to Modification Work Order(s) (MWO) being implemented In-Theater. The contractor shall coordinate with PM AMS on the shipment and storage of all MWO-related material from CONUS and coordinate with the units on the installation schedule of MWO(s). The contractor shall prepare materiel fielding plans IAW CDRL A007 and post-fielding survey reports IAW CDRL A002 for PM AMS and applicable In-Theater representatives. The contractor shall evaluate battle damaged route clearance and EOD vehicles and make a recommendation to COR on the disposition of the vehicles. The contractor shall keep COR informed of the status of issues including delays on fielding schedule, vehicles shipment/arrivals, and training regarding the materiel fielding or the In-Theater operational performance of route clearance and EOD wheeled ground vehicles, associated subsystems, and items (such as repair parts shortages, defects on new vehicles shipped to the fielding sites and systemic defects on the fielded fleet).

C.2.1.3 Staff Actions.

C.2.1.3.1 The contractor shall provide the following support for visits to the various units receiving PM AMS managed equipment: (i) determine availability of repair parts for the fleet, (ii) coordinate with units and PM AMS to schedule additional training if a unit requires it, and (iii) facilitate with the unit the transfer of information on any possible vehicle systemic defects, meetings or VIP tours on such topics as vehicle fielding and sustainment; transportation of route clearance and EOD wheeled ground vehicles, associated subsystems, and items; life support; security; facilities.

C.2.1.3.2 The contractor shall attend and participate in weekly and monthly meetings in theater, prepare and brief presentations to include but not be limited to PM AMS managed equipment damaged, readiness, maintenance, repair sites infrastructure, training; record and track applicable PM AMS actions and progress; prepare and submit documents; prepare and coordinate recommendations. The contractor shall keep PM AMS aware of any meetings, tours, and issues.

C.2.1.4 Meetings. The contractor shall schedule and coordinate (monthly) meetings with PM AMS. The contractor cannot go into agreements or accept terms and conditions for PM AMS. The COR will contact the Contractors Project Manager with the request for draft meeting agendas, technical handouts and briefing presentation materials. The Contractor will also attend, facilitate, and participate in meetings; and coordinate action items. The contractor shall provide a record of the meeting proceedings and an attendance roster IAW CDRL A006.

C.2.1.5 Inventory Control Services. The contractor shall maintain accountability of PM AMS route clearance and EOD wheeled ground

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vehicles, associated subsystems, items, (including organizational and individual equipment) assigned to the contractor to perform the tasks outlined in the PWS. The contractor shall maintain the Property Book Unit Supply Enhanced (PBUSE) account for PM AMS-identified Theater Provided Equipment. The contractor shall maintain inventory of the applicable route clearance 20-foot ISO containers in AOR using the Container Management Support Tool (CMST). The contractor shall prepare and provide GFE hand receipts and PBUSE and CMST inventory control reports on the materiel in accordance with CDRL A012.

C.2.1.6 Standard Army Maintenance Information System (STAMIS) Surveillance and Oversight Services. The contractor shall provide surveillance and oversight (requisitioning inaccuracies, validate items requisition in support of Route Clearance maintenance operations) regarding the use of the Standard Army Maintenance System Enhanced (SAMS E) for ordering necessary repair parts, and all maintenance repair reporting for the Route Clearance Vehicle Fleet.

C.2.2 Combat Developments. The contractor shall provide combat development services (as defined in paragraphs C.2.2.1 C.2.2.4) for the PM AMS route clearance and EOD wheeled ground vehicles, associated subsystems, and items in support of the full life cycle, to include acquisition program documentation, studies, analyses and experiments services, staff actions, meeting services. The contractor shall prepare and deliver a Weekly Activity Report (WAR). The WAR shall contain a brief synopsis of the weeks activities and relevant proceedings on any meeting IAW CDRL A008.

C.2.2.1 Acquisition Program Documentation. The contractor shall prepare Defense Acquisition System program documentation IAW DoD 5000 series and applicable Army regulations; and Joint Capabilities Integration and Development System (JCIDS) documentation IAW the CJCSI/CJCSM 343170.01 series Products may include, acquisition strategy and baseline; test and evaluation master plan and documentation IAW DoD 5000 series, and applicable Army regulations; purchase description; functional area analysis; functional needs analysis; functional solutions analysis; initial capabilities document; capability development document capability production document basis of issue plan; life cycle cost estimates; material fielding plans; and doctrine and training test support packages. The contractor shall staff, coordinate, adjudicate comments to, and submit the documents for review and approval to PM AMS in accordance with IAW CDRL A011.

C.2.2.2 Staff Actions. The contractor shall prepare, review, staff, and coordinate documents and information as coordinated with PM AMS. The contractor shall attend and participate in applicable weekly and monthly meetings and conferences and on Integrated Concept Teams and Integrated Product Teams in support of concept refinement. The contractor shall monitor tests conducted by ATEC at ATEC test sites.

C.2.2.3 The COR will request the Contractors Project Manager support during demonstrations; production and deployment; test and evaluation; materiel fielding; and operations and support sustainment. The contractor shall prepare materials; to include JCIDS formatted Army Requirements Oversight Council and Joint Requirements Oversight Council presentations; record and track applicable actions and progress; write and submit documents; prepare and coordinate recommendations. The contractor shall prepare fact sheets, quad charts, and executive program summaries. The contractor shall staff and prepare staffing papers and memorandums for review and signature of the appropriate Government representatives. The contractor shall provide technical reports IAW CDRL A011 and presentation materials IAW CDRL A005.

C.2.2.4 Integrated Concept Team (ICT) Meetings. The contractor shall schedule and coordinate ICT meetings with PM AMS. The contractor shall prepare and submit draft agendas for approval by PM AMS; prepare technical handouts and briefing presentation materials; present briefing materials; facilitate meetings; attend and participate in meetings; record minutes and coordinate action items. The contractor cannot go into agreements or accept terms and conditions for PM AMS. The contractor shall provide a record of the meeting proceedings IAW CDRL A006.

C.2.3. Studies, Analyses and Experiments Services. The contractor shall conduct studies, analyses, to support the preparation of Defense Acquisition System program and JCIDS documentation to include life cycle cost estimates; budget estimates; and market analyses and other studies and analyses to support the development of, but not limited to, operational concepts; operational environment; key performance parameters; attributes; critical operational issues and criteria; operational mode summary/mission profiles; doctrine and organizational test support packages; tactics, techniques and procedures. The contractor shall submit technical documents IAW CDRL A011. The contractor shall prepare and deliver a Weekly Activity Report (WAR). The WAR shall contain shall contain a brief synopsis of the weeks activities and relevant proceedings on any meeting IAW CDRL A008.

C.2.4 Start of Work Meeting/Quarterly In Progress Reviews. The Contractor shall facilitate (i) a Start of Work Meeting within 15 days after contract award, and (ii) quarterly in progress reviews. The Contractor shall coordinate the details of the meetings with PM AMS. These meetings may be conducted at Government or Contractors facilities, or via telecom/Virtual Teleconference/Web Conference. The Contractor shall prepare and present presentations and program information to support the meetings in accordance with IAW CDRL A006.

C.2.5 Intranet Information Management. The Contractor shall establish and maintain an intranet information repository site for PM AMS required deliverables. PM AMS shall coordinate and obtain approval for authorization and access to the site. The Contractor shall prepare an information repository site content architecture and submit to PM AMS for review and approval within 30 days after contract award in accordance with CDRL A0013. The Contractor shall maintain a backup system for all site content at the Contractors facility. The Contractor shall submit a consolidated copy of the deliverables on the information repository site at the end of each contract period (base and option years) to the COR.

C.3 Monthly Contractors Progress, Status, and Management Report. The Contractor shall electronically submit monthly status reports to

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the COR in Contractor format. The report shall be a synopsis of Contractor personnel activity for the previous month. The Contractor shall deliver the monthly status report at the end of each month. These reports shall include Labor, ODCs, and Material Consumption to date. The Contractor shall submit these Monthly Contractors Status Reports in accordance with CDRL A004.

C.4. Reserved

C.5. Government Furnished Property/Equipment/Information: The Government will furnish adequate work space, supplies, office furniture and storage cabinets, computer equipment (to include all necessary hardware & software to perform the tasks in this PWS), electronic mail NIPR and SIPRNET accounts (per paragraph C.7), and access to networks, web sites, and databases. The Government will provide use of printers, Government telephone/DSN telecommunications, facsimile machines, copiers, Virtual Teleconference facilities, conference rooms, classrooms, training areas, storage facilities, and administrative facilities. The Government will furnish or provide access to information and other equipment deemed necessary by the Government to perform the tasks within this PWS at OCONUS and CONUS locations (note: Government will not provide equipment for work at contractor sites).

C.5.1 The Government will provide ancillary equipment for OCONUS execution of this PWS, such as cell phones with chargers, computer battery chargers and battery backup power devices, and electrical converters/transformers. The Government will issue Contractor personnel Individual Equipment for personal protection In-Theater, and the equipment and materials required to field and sustain the vehicles and equipment. The Government will provide commercial vehicles and fuel for authorized travel in Kuwait, Iraq, and Afghanistan. The Government may request the Contractor to procure materials and supplies as ODCs on a reimbursable basis when it is advantageous to the Government.

C.5.2 All hardware, software, and other materials purchased solely for use on this task order shall be Government-owned property. The disposition of such property shall be coordinated with the Procuring Contracting Officer (PCO). The Government will coordinate for and provide access to required Army and DoD facilities, as well as development, management, system technical, and operational materials.

C.6 Travel: The Contractor personnel shall be required to travel between multiple locations In-Theater, between OCONUS and CONUS locations, and within CONUS in order to perform this PWS. The Government COR must authorize all travel Authorized travel shall be reimbursable as other direct costs and approved by the COR for payment. For CONUS, there will be no reimbursement for TDY travel within a 50 mile radius around Warren, MI, and FLW (Ft. Leonard Wood, MO). Reimbursement for the cost of lodging and incidental expenses shall be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation (JTR) as applies to civilian employees of the United States Government. Contractor personnel deploying OCONUS in support of contingency operations shall be eligible for rest and relaxation trips IAW the JTR and Army Regulations. The Contractor shall propose intra-theater travel for contract personnel deploying OCONUS in support of contingency operations. The Contractor shall utilize Government air transportation unless commercial air transportation is approved in advance by the COR for In-Theater travel. The Contractor shall submit a Trip Report in accordance with CDRL A009.

C.6.1 OCONUS travel to Germany: Personnel performing services in the AOR may be required to transit through Germany.

C.7 Security:

C.7.1 The Security Classification Requirement for Contractor personnel supporting this Statement of Work is Secret. The Contractor personnel performing solely administrative duties for the Contractor shall not require a Secret clearance but shall require an investigation for Information Technology sensitive duties. Theater leads shall be able to obtain/maintain a security clearance.

C.7.2 All Contractor personnel must undergo a favorable background investigation and maintain a favorable status in order to access any Army databases and local Area Network in accordance with Army Regulation (AR) 25-2 and AR 380-67.

C.7.3 All information or data developed under this task order belongs to and is the property of the United States Government and shall be marked and handled as For Official Use Only (FOUO) or the appropriate higher security level.

C.7.4 The Contractors facility shall require a SECRET facility clearance with SECRET safeguarding capabilities with a minimum of two (2) cubic feet of available secure storage.

C.7.5 The Contractor shall not release any information or data to third parties without the advance express written approval of the Procuring Contracting Officer.

C.7.6 The Contractor shall have access to Government data for the accomplishment of work under this agreement.

C.7.7 The Contractor shall conform to all security requirements as specified in this PWS and task order and as detailed in the associated DD Form 254.

C.8 Contracting Officers Representative (COR): The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the Contracting Officer to perform specific technical functions. The Contracting Officer has designated Mr. Alex Urbina, 586-282-2345, Alex.Urbina@us.army.mil as the COR for this task order. After task order award, the Contractor shall receive a copy of the COR appointment letter that will specify the extent of the CORs authority to act on behalf of the Contracting Officer. The COR is not

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authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order.

C.9 Reserved

C.10 Options: The Government reserves the right to extend the term of this task order at the prices set forth in accordance with the terms and conditions contained in clause 52.217-9 entitled, Option to Extend the Term of the Contract, and Clause 52.217-8 entitled, Option to Extend Services.

C.10.1

(a) The Contracting Officer may elect to exercise Option 1 at any time prior to the end of the base period of performance. In the event the Contracting Officer exercises Option 1 prior to the end of the base period of performance, the term of this task order may be extended by up to an additional 4 months after expiration of the base period. The Contracting Officer may exercise Option 1, 2, 3, and 4 in increments, and may exercise any Option wholly or in part.

C.10.1.1 Note that the labor rates specified in this task order as applicable to Options 1, 2, 3, and 4 shall not be in effect until after the expiration of the prior labor rates, as follows:

The basic labor rates specified in this task order apply to all performance hereunder that takes place from the date of award through the end of the Option 4 period of performance, if all options are exercised.

The labor rates specified in this contract for all option periods 1 through 4 apply only if the option is exercised by the Government, and only to performance under this task order that occurs on the date of task order award through the end of each option period exercised.

C.11 Organizational Conflict of Interest: Avoidance of Organizational Conflicts of Interest: the contractor will comply with the clause entitled "AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST (OCI).

C.12 Contractor Manpower Reporting (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army Contractor Manpower Reporting site; the Contractor shall utilize this site to report all Contractor manpower (including subcontractor manpower) required for performance of this contract (CDRL A010). The Contractor personnel shall access the CMR reporting portal at the following web address: <https://cmra.army.mil/> "https://cmra.army.mil and input the required information. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of Contractor employee entering data;
- (5) Estimated direct labor hours (including subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);
- (7) Total payments (including subcontractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each subcontractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- (11) Locations where Contractor and subcontractors perform the work (specified by zip code in the United States and nearest city or country, when in an overseas location, using standardized nomenclature provided on web site);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of Contractor and subcontractor employees deployed in Theater this reporting period (by country). As part of its submission, the Contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year.

C.12.1 As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

C.12.2 Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

C.12.3 Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractors systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

C.12.4 A separate CLIN will be established to allow for payment in compliance with this requirement.

- (1) The title description for this CLIN will be: Manpower Reporting Requirements

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(2) The extended description will include the following: Manpower Reporting Requirements to Account for Contract Services. The Performance Certifier (or Contracting Officer Representative) is responsible for ensuring that the contractor has reported the required information. Information must be verified before the Performance Certifier (or Contracting Officer Representative) will certify invoices for payment under this CLIN.

C.13 Inspection and Acceptance/Freight on Board (FOB). The Contractor shall inspect and accept at destination In-Theater. FOB will be at destination In-Theater.

C.14 Duty Requirements for In-Theater Contractors. The Contractor personnel In-Theater (Iraq, Afghanistan, Kuwait, and Qatar) or other designated locations in the Area of Responsibility shall perform services under an extended work schedule of at least 12 hours per day, 30 days per month, to include on call and after hours responses. The Contractor personnel may be required to provide services during alternate shifts to meet operational needs.

C.15 OCONUS deployment is in accordance with DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed outside the United States, and TACOM 52.225.4040 Army Materiel Command (AMC) Administrative Requirements for Deployed Contractors.

C.15.1 Contractor personnel deploying OCONUS in support of Contingency Operations in Iraq and Afghanistan are authorized to be only within designated military security bases (e.g., Military Forward Operating Bases, Camps, etc.) and are only authorized outside of these areas by air transport.

C.15.2 The Contract personnel deploying OCONUS in support of Contingency Operations in Iraq, Qatar, Kuwait, and Afghanistan or other designated locations in the Area of Responsibility shall be working under conditions defined as Field Duty Conditions. The Government will provide Contract personnel the equivalent Field Living Conditions (billets), Sanitary Facilities, Government Furnished Meals and Mess Facilities, Laundry Services, Emergency Medical and Dental Care, Common Access Card, Military Postal Services, Moral, Welfare and Recreation Facilities, Religious Services, Military-issued Personal Protective Equipment, Military Clothing Sales for repair and replacement of military- issued equipment, Military Banking Facilities and Finance Accounting Office, Military Exchange (including rationed items), Commissary (including rationed items), Military Air and Transportation, Excess Baggage, Customs Exemption, Fuel Authorization, Legal Assistance, and Mortuary Services as afforded to Government employees.

C.15.3 Countries to be Visited. Contract personnel deploying OCONUS in support of Contingency Operations shall be authorized travel to Afghanistan, Germany, Iraq, Kuwait, and Qatar for official business.

C.15.4 Contractor personnel are considered Key Personnel, Government Civilian in conjunction with Non-Combatant Evacuation Orders.

Exhibit 1

Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objective that relates directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of services for each requirement. These thresholds are critical to mission success.

SERVICE PARAGRAPH, NUMBER STANDARDS, AQL METHOD OF SURVEILLANCE

After-Action Review Fielding Report C.2.1.2 Report due 30 calendar days after the task order and every 30 calendar days thereafter.80% IAW CDRL A001. 100 % Inspection by COR Post Fielding Survey Report C.2.1.2.1. Reports are due 10 business days after trip completion. 100% IAW CDRL A002 100 % Inspection by COR Weekly OCONUS Personnel Status Report C.2.1. Reports are due 7 calendar days after the task order award date, and every 7 calendar days thereafter. 80% IAW CDRL A003 100 % Inspection by COR Monthly Contractors Status Report C.3 Reports are due within 5 business days of COR request to Contractor Project Manager. 90% of reports no more than 2 business days late IAW CDRL A004 100 % Inspection by COR.

Presentation Material C.2.2.3Reports are due within 5 business days of COR request to Contractor Project Manager.90% of reports no more than 2 business days late IAW CDRL A005, 100 % Inspection by COR Report,

Record of Meeting/Minutes C.1.3.1, C.2.1.4, C.2.2.4, C.2.4Report due within 3 days of the conclusion of all meetings 80% IAW CDRLs A006 100 % Inspection by COR Material Fielding Plan C.2.1.1, C.2.1.2.1 Fielding Plan due weekly100% IAW CDRL A007100 % Inspection by COR Weekly Significant Activity Report C.2,C.2.2, C.2.3 Report due the 1st workday of each week, usually Monday100% IAW CDRL A008 100 % Inspection by COR Trip Report C.6 Report due within 10 days of return from travel 80% IAW CDRL A009 100 % Inspection by COR Contractor Manpower Report C.12 As of 30 Sep submitted by 31 Oct each year 80% IAW CDRL A010 100 % Inspection by COR Technical Reports C.2.2.3, C.2.3, C.2.2.1Reports are due within 30 business days of COR request to Contractor Project Manager.100% IAW CDRL A011100 % Inspection by COR Inventory Control Reports C.2.1.5 Reports due within 30 days of contract award.CDRL A012 100 % Inspection by COR Intranet Information Management C.2.5 Reports due within 30 days of contract award. CDRL A013 100 % Inspection by COR.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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## INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
2	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
2	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEB</u> <u>ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	OBLIGATED <u>AMOUNT</u>
0001AA	P126M0952T	1	A.0010956.1.1.1.4.1	AA	\$ 90,285.35
0001AB	P126M0952T	1	A.0010956.1.1.1.4.1	AA	\$ 32,663.44
0001AC	2M4SMA03Q7	1	S.0021149.2	AB	\$ 182,979.82
0001AD	2M4SMA03Q7	1	S.0021149.2	AB	\$ 476,628.39
0001AE	2M4SMA03Q7	1	S.0021149.2	AB	\$ 42,473.86
0001AF	2M4SMA03Q7	1	S.0021149.2	AB	\$ 231,301.68
<b>TOTAL</b>					<b>\$ 1,056,332.54</b>

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED <u>AMOUNT</u>
AA	021 201220142035 A5XDV D02902ARF02 3101 L035176691 A.0010956.1.1.1.4.1	021001 \$ 122,948.79
AB	021 201420142020 A5XDV 115020VFRE 2571 L035145224 S.0021149.2	021001 \$ 933,383.75
<b>TOTAL</b>		<b>\$ 1,056,332.54</b>

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED <u>AMOUNT</u>
0001AA	AA	021 201220142035 A5XDV D02902ARF02 3101 L035176691 A.0010956.1.1.1.4.1	021001
0001AB	AA	021 201220142035 A5XDV D02902ARF02 3101 L035176691 A.0010956.1.1.1.4.1	021001
0001AC	AB	021 201420142020 A5XDV 115020VFRE 2571 L035145224 S.0021149.2	021001
0001AD	AB	021 201420142020 A5XDV 115020VFRE 2571 L035145224 S.0021149.2	021001
0001AE	AB	021 201420142020 A5XDV 115020VFRE 2571 L035145224 S.0021149.2	021001
0001AF	AB	021 201420142020 A5XDV 115020VFRE 2571 L035145224 S.0021149.2	021001

**Regulatory Cite** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

1 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at ://wawf.eb.mil. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

- Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

\_\_\_\_\_ Invoice and Receiving Report Combo (Supplies)  
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

\_\_\_\_\_ Invoice 2-in-1 (Services)  
Use for contracts that are entirely for service requirements.

- Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

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\'b7 Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)

\'b7 Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)

\'b7 Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)

\'b7 Accept-By DoDAAC Code: (Indicate)

\'b7 Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

3. Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

4. Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

\'b7 Primary Acceptor Name: Alton Marks

\'b7 Primary Acceptor e-mail: alton.d.marks.civ@mail.mil

\'b7 Alternate Acceptor Name: N/A

\'b7 Alternate Acceptor e-mail: N/A

\'b7 Contract Specialist Name: N/A

\'b7 Contract Specialist e-mail: N/A

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to [://myinvoice.csd.disa.mil/index.html](http://myinvoice.csd.disa.mil/index.html). If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

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52.242-4016

COMMUNICATIONS

FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Alton Marks  
E-mail: alton.d.marks.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD  
E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

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## SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
1 5152.225-5908 (C-JTSCC)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	MAY/2012

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Bagram, Kandahar, and Leatherneck.

When contractor employees are in transit all checked blocks are considered authorized.

## U.S. Citizens

<input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service	<input checked="" type="checkbox"/> DFACs****	<input checked="" type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> MILAIR (inter/intra theater)
<input checked="" type="checkbox"/> Billeting***	<input checked="" type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> MWR
<input checked="" type="checkbox"/> CAAF*	<input checked="" type="checkbox"/> Govt Furnished Meals****	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access Card (CAC)	<input checked="" type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input checked="" type="checkbox"/> Commissary	<input checked="" type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Embassy Services Kabul**		

## Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

## Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)



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unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled Contractor Demobilization (Afghanistan). Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

4	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
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(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

H.1 Option to Extend Services:

The Government may require continued performance of any services for four (4) one (1) month option periods within the limits and at the rates specified in the task order and contract. The Government shall have the unilateral right to exercise the option found in CLINs 0002 - 0005 at any time during the performance of this Task order. Each option, should they be exercised, will be in one month increments and shall be for no more than shown in section B.1 under CLINs 0002 through 0005.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-2	SECURITY REQUIREMENTS	AUG/1996
2	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
3	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
4	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
5	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009
6	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUL/2013
7	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
8	52.232-1	PAYMENTS	APR/1984
9	52.232-18	AVAILABILITY OF FUNDS	APR/1984
10	52.232-25	PROMPT PAYMENT	JUL/2013
11	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)	APR/1984
12	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
13	52.245-1	GOVERNMENT PROPERTY	APR/2012
14	52.245-9	USE AND CHARGES	APR/2012
15	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE IV (SEP 1996)	SEP/1996
16	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
17	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
18	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
19	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
20	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
21	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

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(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

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

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

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(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final

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indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government

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under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

22            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

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

(End of Clause)

23            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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 six months (30 June 2014).

(End of Clause)

24            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

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25                    52.232-7                    PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS                    AUG/2012

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are

- (i) Performed by the Contractor;
- (ii) Performed by the Subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

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(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractors established catalog or market price, adjusted to reflect the

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractors payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractors written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the completion voucher and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

26

252.225-7040

CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES  
DEPLOYED OUTSIDE THE UNITED STATES

FEB/2013

(a) Definitions. As used in this clause

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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(d) Compliance with laws and regulations.

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

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

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

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

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

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel

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accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

(i) Constitutes violation of the law of war; or

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) The Contracting Officer Representative 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 Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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



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(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Private security functions" means the following activities engaged in by a contractor:

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) Requirements. The Contractor is required to--

(1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personal Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which--

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

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(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government

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

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractors failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractors failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractors performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items, that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

29      252.225-7993      PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES      JAN/2012  
 (DEV 2012-      CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)  
 00005)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or

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coalition forces in a contingency operation.

(End of clause)

30 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE JAN/2012  
(DEV 2012- UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-  
00005) 00005)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

31 252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) AUG/2013  
(DEV 2013-  
00017)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractors plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractors progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

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(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Governments authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractors failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employees badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

**Name of Offeror or Contractor:** BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

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(DEV 2013-  
00016)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individuals liability, not a tax against the Contractor or subcontractor.

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

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 50 of 50****PIIN/SIIN** W56HZV-09-A-A909/0011**MOD/AMD****Name of Offeror or Contractor:** BAUM, ROMSTEDT TECHNOLOGY RESEARCH CORPORATION

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS A001 -A013	18-DEC-2013	013	EMAIL
Exhibit B	MANNING CHART	18-DEC-2013	001	EMAIL