

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 27

2. Amendment/Modification No. 07	3. Effective Date 2013SEP26	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JULIANNA R. SANTI WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JULIANNA.R.SANTI@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	Code S2404A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) STANLEY ASSOCIATES, INC. 12601 FAIR LAKES CIR FAIRFAX, VA 22033-4902	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W911SE-07-D-0010/BR02
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011SEP19
Code 6G280	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) FAR 43.103(b); Mutual Agreement	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) BENJAMIN MCMARTIN BENJAMIN.MCMARTIN@US.ARMY.MIL (586)282-9751	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013SEP26

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

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PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JULIANNA R. SANTI
Buyer Office Symbol/Telephone Number: CCTA-ASM-C/(586)282-9598
Type of Contract: Firm Fixed Price
Kind of Contract: Service Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: Tactical POL Distribution Equipment

*** End of Narrative A0000 ***

Contract: W911SE-07-D-0010
Task Order: BR02
Modification: 07

Previous Task Order Amount: \$ 2,262,485.98
Amount of this Action: \$ 1,108,728.48

Revised Task Order Amount: \$ 3,371,214.46

1. The purpose of this modification 07 is to partially exercise option period 2 (year 3) and update the Theatre Business Clearance clauses.
2. As a result of the above, the detailed changes are as follows:
 - a. CLIN 2001AA - Labor for FSR #1 is exercised as a not to exceed CLIN in the amount of \$437,588.00 for 4,000 labor hours.
 - b. CLIN 2001AB - Travel for FSR #1 is exercised as a not to exceed CLIN in the amount of \$50,000.00.
 - c. CLIN 2001AC - Material/ODC for FSR #1 is exercised as a not to exceed CLIN in the amount of \$62,412.00.
 - d. CLIN 2002AA - Labor for FSR #2 is exercised as a not to exceed CLIN in the amount of \$403,168.00 for \$4,000 labor hours.
 - e. CLIN 2002AB - Travel for FSR #2 is exercised as a not to exceed CLIN in the amount of \$50,000.00.
 - f. CLIN 2002AC - Material/ODC for FSR #2 is exercised as a not to exceed CLIN in the amount of \$66,184.48.
 - g. CLIN 2004AA - Labor for Project Lead is exercised as a not to exceed CLIN in the amount of \$39,376.00.
 - h. CLIN 2005AA - Manpower Reporting for FSR #1 is exercised as a Non-Priced CLIN.
 - i. Theatre Business Clauses have been updated to reflect current requirements and versions.
3. The Period of Performance (POP) for option period 2 (year 3) is 01 Oct 2013 to 30 Sep 2014.
4. The Total Amount of task order BR02 is increased in the amount of \$1,108,728.48 from 2,262,845.98 to \$3,371,214.46.
5. ***PLEASE NOTE that Modification 07 and Modification 08 were signed out of sequence. The total amount of the Task Order that is listed on Modification 07 is the CURRENT total and supersedes the total listed on Modification 08.
6. All other terms and conditions of this task order, except those addressed by this modification, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
2001AA	<p><u>EXERCISED LABOR - OPTION PERIOD 2, YEAR 3 - FSR #1</u></p> <p>GENERIC NAME DESCRIPTION: PAWS CFSR CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: EH33W165EH PRON AMD: 01 ACRN: AD</p> <p>The estimated level of effort for each labor and cost category to be provided based on the "not to exceed" amount as follows:</p> <p>LABOR HOURS: up to 4,000 FFP LOE Labor Hours</p> <p>Labor Hour Breakout: Log. Analyst II Iraq/Afgh 3,600 hours \$111.05/hr Log. Analyst II Kuwait 400 hours \$94.52/hr</p> <p>Labor \$437,588.00</p> <p>It is recognized and agreed that the level of effort for each labor and cost category may vary and that personnel and other costs will be utilized only to the extent necessary to perform the required work.</p> <p>TERM OF THE ORDER: The period of performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 2014.</p> <p>(End of narrative B003)</p>	1	SV	NOT TO EXCEED \$ 437,588.00	\$ 437,588.00 \$ 437,588.00
2001AB	<p><u>EXERCISED TRAVEL, OPTION PERIOD 2, YEAR 3 - FSR #1</u></p> <p>GENERIC NAME DESCRIPTION: PAWS CFSR CLIN CONTRACT TYPE: Fixed Price Level of Effort</p>	1	SV	NOT TO EXCEED \$ 50,000.00	\$ 50,000.00 \$ 50,000.00

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

DLVR SCH	QUANTITY	PERF COMPL
REL CD	DATE	DATE
001	1	30-SEP-2014

\$ 437,588.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>PRON: EH33W165EH PRON AMD: 01 ACRN: AD</p> <p>Travel is invoiced as cost only, no fee.</p> <p>Reimbursement for the cost of lodging and incidental expenses will 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).</p> <p>TERM OF THE ORDER: The Period of Performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 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>30-SEP-2014</td> </tr> </table> <p>\$ 50,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2014				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2014												
2001AC	<p><u>EXERCISED MATERIAL/ODC OP 2, YEAR 3 - FSR #1</u></p> <p>GENERIC NAME DESCRIPTION: PAWS CFSR CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: EH33W165EH PRON AMD: 01 ACRN: AD</p> <p>Material/ODC is invoiced as cost only, no fee.</p> <p>TERM OF THE ORDER: The Period of Performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 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>30-SEP-2014</td> </tr> </table> <p>\$ 62,412.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2014	1	SV	NOT TO EXCEED	<p>\$ 62,412.00</p> <p>\$ 62,412.00</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
2002	FSR #2 KUWAIT										
2002AA	<p><u>EXERCISED LABOR - OPTION PERIOD 2, YEAR 3</u></p> <p>GENERIC NAME DESCRIPTION: FSR #2 KUWAIT CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: P136G0562T PRON AMD: 01 ACRN: AE</p> <p>The estimated level of effort for each labor and cost category to be provided based on the ceiling amount is as follows:</p> <p>LABOR HOURS: up to 4,000 FFP LOE Labor Hours</p> <p>Labor Hour Breakout: Logistical Analyst II Kuwait 3,600 hours \$99.47/hr Logistical Analyst II Iraq/Afgh 400 hours \$112.69/hr</p> <p>Labor \$403,168.00</p> <p>It is recognized and agreed that the level of effort for each labor and cost category may vary and that personnel and other costs will be utilized only to the extent necessary to perform the required work.</p> <p>TERM OF THE ORDER: The period of performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 2014.</p> <p>(End of narrative B002)</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> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 1 30-SEP-2014</td> <td></td> </tr> </table> <p>\$ 403,168.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 1 30-SEP-2014		1	SV	NOT TO EXCEED	\$ 403,168.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 1 30-SEP-2014											
2002AB	<p><u>EXERCISED TRAVEL, OPTION PERIOD 2, YEAR 3</u></p> <p>GENERIC NAME DESCRIPTION: FSR #2 KUWAIT CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: P136G0562T PRON AMD: 01 ACRN: AE</p>	1	SV	NOT TO EXCEED	\$ 50,000.00						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Travel is invoiced as cost only, no fee.</p> <p>Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that the costs submitted for reimbursement do not exceed the raets and amount allowed by the Joint Travel Regulation (JTR).</p> <p>TERM OF THE ORDER: The period of performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 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>30-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$ 50,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2014				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2014												
2002AC	<p><u>EXERCISED MATERIAL/ODC, OP 2, YEAR 3</u></p> <p>GENERIC NAME DESCRIPTION: FSR #2 KUWAIT CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: P136G0562T PRON AMD: 01 ACRN: AE</p> <p>TERM OF THE ORDER: The period of performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 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>30-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$ 66,184.48</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2014	1	SV	NOT TO EXCEED	\$ <u>66,184.48</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2014												
2004	LABOR - PROJECT LEAD													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
2004AA	<p><u>EXERCISED LABOR OPTION PERIOD 2, YEAR 3</u></p> <p>GENERIC NAME DESCRIPTION: LABOR - PROJECT LEAD CLIN CONTRACT TYPE: Fixed Price Level of Effort PRON: P136G0562T PRON AMD: 01 ACRN: AE</p> <p>The estimated level of effort for each labor and cost category to be provided based on the ceiling amount is as follows:</p> <p>LABOR HOURS: up to 200 FFP LOE Labor Hours</p> <p>Labor Hour Breakout: Program Admin Specialist 200 hours \$196.88/hr</p> <p>Labor \$39,376.00</p> <p>It is recognized and agreed that the level of effort for each labor and cost category may vary and that personnel and other costs will be utilized only to the extent necessary to perform the required work.</p> <p>TERM OF THE ORDER: The period of performance (POP) for this CLIN will be a maximum of 01 Oct 2013 to 30 Sep 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>30-SEP-2014</td> </tr> </table> <p>\$ 39,376.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2014	1	SV	<p>NOT TO EXCEED</p>	<p>\$ 39,376.00</p> <p>\$ 39,376.00</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2014												
2005	MANPOWER REPORTING													
2005AA	<p><u>EXERCISED MANPOWER REPORTING, OP 2, YEAR 3</u></p> <p>GENERIC NAME DESCRIPTION: MANPOWER REPORTING CLIN CONTRACT TYPE: Fixed Price Level of Effort</p> <p>Manpower Reporting Requirements to Account for</p>				<p>\$ ** N/A **</p>									

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Contract Services</p> <p>In accordance with the PWS, the required information shall be reported to the secure website under two (2) circumstances:</p> <p>a) annually, during the month of Oct, or</p> <p>b) within 30 days following contract expiration or termination for contracts crossing fiscal years.</p> <p>The Performance Certifier is responsible for ensuring that the contractor has reported the required information. Information must be verified before the Performance Certifier will certify invoices for payment under this CLIN.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table data-bbox="261 997 771 1071"> <thead> <tr> <th>DLVR SCH</th> <th>QUANTITY</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>30-SEP-2014</td> </tr> </tbody> </table>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE		001	0	30-SEP-2014				
DLVR SCH	QUANTITY	PERF COMPL												
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001	0	30-SEP-2014												

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

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PIIN/SIIN W911SE-07-D-0010/BR02 MOD/AMD 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
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C-1 CHANGED	952.225-0003 (C3)	FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)	FEB/2013
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(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator 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/rateslfy2011.html> (change fiscal year as applicable).

(End of clause)

C-2 ADDED	CENTCOM A1- 23.1	REPORTING A KIDNAPPING	NOV/2007
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To report a kidnapping, the contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs. Report the following information:

Name of person reporting

Phone

E-mail

Who was kidnapped.

Name

Age

Nationality and country of residence

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 27****PIIN/SIIN** W911SE-07-D-0010/BR02**MOD/AMD** 07**Name of Offeror or Contractor:** STANLEY ASSOCIATES, INC.

When did the incident occur?

Where did it happen?

How was the person kidnapped?

[End of clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W911SE-07-D-0010/BR02 **MOD/AMD** 07

Name of Offeror or Contractor: STANLEY ASSOCIATES, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
2001AA	EH33W165EH	1	S.0008982.1.9.6	AD \$	0.00 \$	437,588.00 \$	437,588.00
2001AB	EH33W165EH	1	S.0008982.1.9.6	AD \$	0.00 \$	50,000.00 \$	50,000.00
2001AC	EH33W165EH	1	S.0008982.1.9.6	AD \$	0.00 \$	62,412.00 \$	62,412.00
2002AA	PL36G0562T	1	A.0011382.1.1.1.3.8	AE \$	0.00 \$	403,168.00 \$	403,168.00
2002AB	PL36G0562T	1	A.0011382.1.1.1.3.8	AE \$	0.00 \$	50,000.00 \$	50,000.00
2002AC	PL36G0562T	1	A.0011382.1.1.1.3.8	AE \$	0.00 \$	66,184.48 \$	66,184.48
2004AA	PL36G0562T	1	A.0011382.1.1.1.3.8	AE \$	0.00 \$	39,376.00 \$	39,376.00
NET CHANGE						\$ 1,108,728.48	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD	021 201320132020 A60EE 135197VFRE 251A L034597803 S.0008982.1.9.6	021001 \$ 550,000.00
AE	021 201320152035 A5XDP R02600ARJL7 3101 L034776548 A.0011382.1.1.1.3.8	021001 \$ 558,728.48
NET CHANGE		\$ 1,108,728.48

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ 2,262,485.98	\$ 1,108,728.48	\$ 3,371,214.46	

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION		
2001AA	AD	021	201320132020 A60EE 135197VFRE	251A L034597803 S.0008982.1.9.6	021001
2001AB	AD	021	201320132020 A60EE 135197VFRE	251A L034597803 S.0008982.1.9.6	021001
2001AC	AD	021	201320132020 A60EE 135197VFRE	251A L034597803 S.0008982.1.9.6	021001
2002AA	AE	021	201320152035 A5XDP R02600ARJL7	3101 L034776548 A.0011382.1.1.1.3.8	021001
2002AB	AE	021	201320152035 A5XDP R02600ARJL7	3101 L034776548 A.0011382.1.1.1.3.8	021001
2002AC	AE	021	201320152035 A5XDP R02600ARJL7	3101 L034776548 A.0011382.1.1.1.3.8	021001
2004AA	AE	021	201320152035 A5XDP R02600ARJL7	3101 L034776548 A.0011382.1.1.1.3.8	021001

Status **Regulatory Cite** **Title** **Date**

G-1 CHANGED 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:

1. 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.

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_____ 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.

 X Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

-Your firms CAGE Code: 6G280
-Issue DoDAAC Code: W56HZV
-Admin DoDAAC Code: S2404A
-Ship-To DoDAAC Code: N/A
-Accept-By DoDAAC Code: W56TRU
-Payment DoDAAC Code: HQ0338

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: Kimberly Sullivan
\b7 Primary Acceptor e-mail: kimberly.a.sullivan.civ@mail.mil

\b7 Contract Specialist Name: Terrie Legette
\b7 Contract Specialist e-mail: terrie.d.legette.civ@mail.mil

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. 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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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 ADDED	952.232-0004 (C3)	PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)	DEC/2011
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(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LOA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of clause)

H.1 Option to Extend Services and the Term of the Task Order

The Government may require continued performance of any services within the limits and at the rates specified in the task order and contract. This option may be exercised in one or more increments, or in total, by written notice to the contractor no later than task order expiration. The option period exercised may extend the period of performance by no more than 12 months.

***Per Modification 07, Option Period 2 (Year 3) has been partially exercised.

-All CLINs associated with the FSR #1 position (2001AA, 2001AB, 2001AC, the FSR #2 position (2002AA, 2002AB, 2002AC), and the Project Lead (2004AA) have been fully exercised.

-All CLINs associated with the FSR #3 position (2003AA, 2003AB, 2003AC) are still available to be exercised.

*** END OF NARRATIVE H0002 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	252.225-7040 (DEV 2013- 00015)	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION 2013-00015)	JUN/2013
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(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.

"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) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(ii) 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 will 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

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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.

(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 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>;

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(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. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees accompanying the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or drivers license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(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.

(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

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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 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 use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the 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.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules.

(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 Governments 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

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(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 for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

(ii) The -1- 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.

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(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--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-2 CHANGED 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND JUN/2013
 (DEV 2013- AREA OF RESPONSIBILITY (DEVIATION 2013-00015)
 00015)

(a) General. (1) This clause applies when Contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians. When authorized in accordance with paragraph (h) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

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

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

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM

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AOR are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
 - (ii) Treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
- (2) The Contractor shall ensure that Contractor employees are aware of their rights to--
- (A) Hold their own identity or immigration documents, such as passport or drivers license;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal in-country minimum wage;
 - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.
- (2) Before Contractor personnel begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:
- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (e) Registration of Contractor personnel.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.
- (2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.
- (i) In all circumstances, this includes any personnel performing private security functions.
 - (ii) For personnel other than those performing private security functions, this requirement excludes anyone--
 - (A) Hired under contracts valued below the simplified acquisition threshold;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary message Reporting System
- (3) Follow these steps to register in and use SPOT:
- (i) SPOT registration requires one of the following login methods:

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(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(4) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in the AOR (e.g. day laborers).

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

(g) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, Contractor personnel must wear distinguishable from military personnel, consistent with force protection measures.

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

(h) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the USCENTCOM Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). The USCENTCOM Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

(ii) The Contracting Officer 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 USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and 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 USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(l) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and DoDI 3020.41 (enclosure 2, paragraph 4.h.).

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

(n) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (n), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

I-3 CHANGED 252.225-7039

CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS

JUN/2013

(a) Definitions.

"Full cooperation"--

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require--

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from--

(1) Conducting an internal investigation; or

(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:

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(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>;

(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

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(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 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)

I-4 DELETED 252.225-7997	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014)	AUG/2010
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I-5 ADDED 252.225-7999 (DEV 2013- 00007)	REQUIREMENT FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, OR THE SOUTH CAUCASUS (DEVIATION 2013-00007)	JAN/2013
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(a) Definitions. As used in this clause--

(1) "Product from Central Asia, Pakistan, or the South Caucasus" means a product (including a commercial item) that is mined, produced, or manufactured in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service from Central Asia, Pakistan, or the South Caucasus" means a service (including construction) that is performed in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan by citizens or permanent resident aliens of these countries.

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(b)(1) The Contractor shall provide only products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus under this contract, unless, in its offer, it specified that it would provide products or services other than products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Central Asia, Pakistan, or the South Caucasus. (The use of construction material from other than Central Asia, Pakistan, or the South Caucasus may also be subject to Balance of Payments Program or trade agreements restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

I-6 ADDED 252.229-7999 TAXES & FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-00016) JUL/2013
(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)

252.225-7997 - CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) (AUGUST 2013)

(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 Contractor's plans and ability to remove its personnel and equipment from the DJOA 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 direct by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's 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 DJOA 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

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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 TN employees have authorization to remain in the DJOA after completion of demobilization, the plan shall identify the name of each individual, their nationality, their location in the DJOA, 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.

(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 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 employee's 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 Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's 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 employee's 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)

*** END OF NARRATIVE I0001 ***

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 CHANGED	252.225-7998 (DEV 2013- 00007)	PREFERENCE FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, OR THE SOUTH CAUCASUS (DEVIATION 2013-00007)	JAN/2013

(a) Definitions. "Product from Central Asia, Pakistan, or the South Caucasus" and "service from Central Asia, Pakistan, or the South Caucasus," as used in this provision, are defined in the clause of this solicitation entitled Requirement for Products or Services from Central Asia, Pakistan, or the South Caucasus (252.225-7999 (DEVIATION 2013-00007)).

(b) Representation. The offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus, except those listed in paragraph (c) of this provision;

(c) Other products or services. The following offered products or services are not products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by -1- percent the prices of offers of products or services that are not products or services from Central Asia, Pakistan, or the South Caucasus.

(End of provision)