

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

**IN RE: XE SERVICES ALIEN
TORT LITIGATION**

)
) **No. 1:09-cv-615**
) **No. 1:09-cv-616**
) **No. 1:09-cv-617**
) **No. 1:09-cv-618**
) **No. 1:09-cv-645**
) **(consolidated for pretrial purposes)**
) **(TSE/IDD)**
)

**UNITED STATES OF AMERICA’S CONSOLIDATED BRIEF IN OPPOSITION TO
DEFENDANTS’ MOTION TO SUBSTITUTE THE UNITED STATES IN PLACE
OF ALL DEFENDANTS PURSUANT TO THE WESTFALL ACT**

TONY WEST
Assistant Attorney General
NEIL H. MacBRIDE
United States Attorney
PHYLLIS J. PYLES
Director, Torts Branch
Civil Division
JAMES G. TOUHEY, JR.
Assistant Director
Torts Branch, Civil Division
R. JOSEPH SHER
Assistant United States Attorney
PHILIP D. MacWILLIAMS
Trial Attorney
Torts Branch, Civil Division
United States Department of Justice
P.O. Box 888, Benjamin Franklin Station
Washington, D.C. 20044
Telephone: (202) 616-4285
Fax: (202) 616-4292
E-Mail: phil.macwilliams@usdoj.gov

Attorneys for the
United States of America

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. SUMMARY OF THE UNITED STATES’ POSITION..... 3

III. STATEMENT OF THE CASE

 A. Plaintiffs’ Allegations Against Defendants. 5

 B. Defendants’ Initial Request that Westfall Act Cerifications Be Issued on Behalf of Certain Individuals Who Are Not Parties To the Litigation..... 9

 C. BLTC’s Agreement to (1) Manage and Operate PRS Details in Iraq, and (2) to Recruit, Screen, Retain, and Train Qualified Individuals to Serve as Members of Such PRS Details..... 11

IV. APPLICABLE LEGAL STANDARDS AND BURDEN OF PROOF. 14

V. ARGUMENT

 A. Historical Overview of Statutory Provisions Making the Remedies Against the United States Under the FTCA Exclusive. 15

 B. To Be Entitled to Invoke the Westfall Act’s Protections, the Particular Defendant Must Be an “Employee of the Government” as That Term Is Used in the FTCA. 20

 C. None of the Defendants Is an “Employee of the Government” as That Term Is Used in the FTCA

 1. The Text, Structure, and Relevant Legislative History of the FTCA. . . . 25

 2. Application of the Analytical Framework By the Supreme Court..... 29

 3. Defendants’ Reliance on the Dictionary Act’s Default Definition of the Word “Person” is Misplaced Because the Context of the FTCA’s Definition of the Term “Employee of the Government” Indicates that the Reference Therein to “Persons” Includes Only Natural Persons..... 36

 4. *Adams v. United States* Is Not Alone in Its Holding that the Term “Employee of the Government” Does not Include Artificial Entities, Nor Is this Holding Against the Weight of the Evidence..... 49

D.	Even if an Artificial Entity Could Be an “Employee of the Government” as that Term is Used in the FTCA, Neither BLTC nor Individuals BLTC Utilized to Perform its Contractual Obligations Could be Considered to be Government Employees Under the FTCA	54
E.	Even if BLTC Could be Considered to be an “Employee of the Government,” the Westfall Act’s Potections Could Not be Further Extended to Defendant Erik Prince or to the Other Defendant Entities He Allegedly Owns and Controls.	56
F.	Even Assuming that One or More Defendants is an “Employee of the Government,” None of the Defendants Has Carried Their Burden of Proving that They Were Acting Within the Scope of their Supposed Federal Employment.	58
V.	CONCLUSION.	60

TABLE OF AUTHORITIES

CASES

<i>Abrams v. Sinon</i> , 205 N.W.2d 295 (Mich. App.), <i>aff'd</i> , 212 N.W.2d 14 (Mich. 1973).....	23
<i>Adams v. United States</i> , 420 F.3d 1049 (9th Cir. 2005).....	passim
<i>Alexander v. Mount Sinai Hospital Med. Ctr.</i> , 484 F.3d 889 (7th Cir. 2007).....	20
<i>B&A Marine Co., Inc. v. American Foreign Shipping Co., Inc.</i> , 23 F.3d 709 (2d Cir. 1994).....	50, 52
<i>Berkman v. United States</i> , 957 F.2d 108 (4th Cir. 1992).....	49
<i>Brady v. Roosevelt S.S. Co.</i> , 317 U.S. 575 (1943).....	16, 20
<i>Brooks v. A.R. & S. Enterprises, Inc.</i> , 622 F.2d 8 (1st Cir. 1980).....	53, 54
<i>Brooks v. United States</i> , 337 U.S. 49 (1949).....	16
<i>Burnet v. Clark</i> , 287 U.S. 410 (1932).....	57
<i>Carlson v. Green</i> , 446 U.S. 14 (1980).....	16, 19
<i>Carr v. United States</i> , 422 F.2d 1007 (4th Cir. 1970).....	17, 46
<i>Cedric Kushner Productions Ltd. v. King</i> , 533 U.S. 158 (2001).....	57
<i>Charlima, Inc. v. United States</i> , 873 F.2d 1078 (8th Cir. 1989).....	54

<i>Correc. Servs. Corp. v. Malesko</i> , 534 U.S. 61 (2001).....	42
<i>Dalehite v. United States</i> , 346 U.S. 15 (1953).....	32
<i>Daniels v. Liberty Mut. Ins. Co.</i> , 484 F.3d 884 (7th Cir. 2007).....	3, 50
<i>Daniels v. Libery Mut. Ins. Co.</i> , 2006 WL 2644949, Civ. No. 2:06-cv-213 (N.D. Ind. Sept. 14, 2006), <i>appeal dismissed</i> , 484 F.2d 884 (7th Cir. 2007).	51
<i>Davis v. Harrod</i> , 407 F.2d 1280 (D.C. Cir. 1969).....	23
<i>Diaz v. Res-Care, Inc.</i> , 2003 WL 1610771, Civ. Nos. 03 Civ. 0220 & 0221 (S.D.N.Y. Mar. 20, 2003).	51
<i>Environmental Defense v. Duke Energy Corp.</i> , 549 U.S. 561 (2007).....	43
<i>Ezechiel v. Michel</i> , 66 F.3d 894 (7th Cir. 1995).....	21
<i>Federal Deposit Ins. Corp. v. Meyer</i> , 510 U.S. 471 (1994).....	passim
<i>Gilliam v. United States</i> , 407 F.2d 818 (6th Cir. 1969).....	21
<i>Government Employees Ins. Co. v. Ziarno</i> , 273 F.2d 645 (2d Cir. 1960).....	17
<i>Green v. Hall</i> , 8 F.3d 695 (9th Cir. 1993).....	15, 59
<i>Gutierrez de Martinez v. Lamango</i> , 515 U.S. 417 (1995).....	passim
<i>Gutierrez de Martinez v. Drug Enforcement Admin.</i> , 111 F.3d 1148 (4th Cir. 1997).	59

<i>Hammond v. United States</i> , 786 F.2d 8 (1st Cir. 1986).	20
<i>Indian Towing Co. v. United States</i> , 350 U.S. 61 (1955).	44
<i>Jackson v. United States</i> , 196 F.2d 725 (3d Cir. 1952).	36
<i>Leone v. United States</i> , 910 F.2d 46 (2d Cir. 1990).	54
<i>Lilly v. Fieldstone</i> , 876 F.2d 857 (10th Cir. 1989).	21
<i>Logue v. United States</i> , 412 U.S. 521 (1973).	passim
<i>Lyons v. Brown</i> , 158 F.3d 605 (1st Cir. 1998).	15, 59
<i>McKay v. United States</i> , 703 F.2d 464 (10th Cir. 1983).	52
<i>McMahon, et al. v. Presidential Airways, Inc., et al.</i> , No. 6:05-cv-1002-Orl-JK (M.D. Fla. Sept. 28, 2009).	50
<i>Means v. United States</i> , 176 F.3d 1376 (11th Cir. 1999).	49
<i>Motors Ins. Corp. v. Aviation Specialties, Inc.</i> , 304 F. Supp. 973 (W.D. Mich. 1969).	52
<i>Operation Rescue National v. United States</i> , 147 F.3d 68 (1st Cir. 1998).	20
<i>Orleans v. United States</i> , 509 F.2d 197 (6th Cir. 1975), <i>overturned by United States v. Orleans</i> , 425 U.S. 807 (1976).	34

<i>Padlo v. Spoor</i> , 396 N.Y.S.2d 798 (N.Y. Sup. Ct. 1977), <i>aff'd</i> , 422 N.Y.S.2d 895 (N.Y. Sup. Ct. App. Div. 1979).	22
<i>Patterson & Wilder Constr. Co. v. United States</i> , 226 F.3d 1269 (11th Cir. 2000).	54
<i>Pervez v. United States</i> , 1991 WL 53852, Civ. No. 90-2336 (E.D. Pa. Apr. 9, 1991).	50, 52
<i>Rayonier, Inc. v. United States</i> , 352 U.S. 315 (1957).	43, 44
<i>Reilly v. Peterson</i> , 435 F. Supp. 862 (S.D. N.Y. 1977).	22
<i>Robb v. United States</i> , 80 F.3d 884 (4th Cir. 1996).	54
<i>Rodriguez v. Sarabyn</i> , 129 F.3d 760 (5th Cir. 1997).	passim
<i>Rowland v. California Men's Colony, Unit II Men's Advisory Council</i> , 506 U.S. 194 (1993).	37, 38
<i>Schenley Distillers Corp. v. United States</i> , 326 U.S. 432 (1946).	58
<i>Schetter v. Housing Auth. of City of Erie</i> , 132 F. Supp. 149 (W.D. Pa. 1955).	51
<i>Schid v. United States</i> , 273 F.2d 172 (7th Cir. 1959).	36
<i>Segal v. Ashkinazy</i> , 855 F. Supp. 47 (E.D. N.Y. 1994).	22
<i>State of Maryland for the Use of Pumphrey v. United States</i> , 176 F.2d 414 (4th Cir. 1949).	53
<i>Sullivan v. United States</i> , 21 F.3d 198 (7th Cir. 1994).	14, 21

<i>Terry v. Yancey</i> , 344 F.2d 789 (4th Cir. 1965).....	58
<i>United States v. Becker</i> , 378 F.2d 319 (9th Cir. 1967).....	54
<i>United States v. Cleveland Indians Baseball Club Co.</i> , 532 U.S. 200 (2001).....	43
<i>United States v. Gilman</i> , 347 U.S. 507 (1954).....	16
<i>United States v. Johnson</i> , 481 U.S. 681 (1987).....	16
<i>United States v. LePatrourel</i> , 571 F.2d 405 (8th Cir. 1978).....	21
<i>United States v. Olson</i> , 546 U.S. 43 (2005).....	43, 44
<i>United States v. Orleans</i> , 425 U.S. 807 (1976).....	passim
<i>United States v. Smith</i> , 499 U.S. 160 (1991).....	passim
<i>Vallier v. Jet Propulsion Laboratory</i> , 120 F. Supp. 2d 887 (C.D. Cal. 2000), <i>aff'd in unpublished opinion</i> , 25 Fed. Appx. 803, 804, 2001 WL 1631762 at **1 (9th Cir. Aug. 2, 2001)	passim
<i>Westfall v. Erwin</i> , 484 U.S. 292 (1988).....	3, 18
<i>Williams v. United States</i> , 50 F.3d 299 (1st Cir. 1995).	54
<i>Williams v. United States</i> , 71 F.3d 502 (5th Cir. 1995).....	21

STATUTES

1 U.S.C. § 1	passim
28 U.S.C. § 1346(b).....	passim
28 U.S.C. § 2671.....	passim
28 U.S.C. § 2672	passim
28 U.S.C. § 2673.....	41
28 U.S.C. § 2674	passim
28 U.S.C. § 2675.....	40
28 U.S.C. § 2676	passim
28 U.S.C. § 2679.....	passim
28 U.S.C. § 2680.....	45
33 U.S.C. § 902(22).....	40
42 U.S.C. § 233(g).....	passim
50 U.S.C. § 2783(e).....	20
Pub. Law 87-258, 75 Stat. 539, <i>formerly codified at 28 U.S.C. § 2679(b)-(e) (1982 ed.)</i>	17
Pub. Law 89-311, § 6, 79 Stat. 1154, 1156 (1965), <i>codified as amended at 38 U.S.C. § 7316</i>	18
Pub. Law 91-623, § 4, 84 Stat. 1868, 1870-71 (1970), <i>codified at 42 U.S.C. § 233(a)-(f)</i>	18
Pub. Law 94-350, § 119, 90 Stat. 823, 827-29 (1976), <i>codified as amended at 22 U.S.C. § 2702</i>	18
Pub. Law 94-380, § 2, 90 Stat. 1113, 1115-1117 (1976), <i>formerly codified at 42 U.S.C. § 247b(k) (1976 ed.)</i>	19

Pub. Law 94-464, § 1(a), 90 Stat. 1985 (1976), <i>codified as amended at 10 U.S.C. § 1089</i>	18
Pub. Law 94-464, § 3, 90 Stat. 1988, <i>codified at 42 U.S.C. § 2458a</i>	18
Pub. Law 98-525, Part C, § 1631, 98 Stat. 2646-2647 (1984), <i>formerly codified at 42 U.S.C. § 2212 (2000 ed.), currently codified as amended at 50 U.S.C. § 2783</i>	19
Pub. Law 99-661, Div. A, Title XIII, § 1356(a)(1), 100 Stat. 3997 (1986), <i>codified as amended at 10 U.S.C. § 1054</i>	18
Pub. Law 100-488, § 15, 102 Stat. 1845 (1988), <i>codified at 10 U.S.C. § 1054</i>	18
Pub. Law 100-694, 102 Stat. 4563 (1988), <i>codified in part at 28 U.S.C. § 2679(b)-(d)</i>	19
Pub. Law 100-694, § 2(a)(2), 102 Stat. 4563, <i>reprinted in 28 U.S.C. § 2671 note</i>	44, 47
Pub. Law 102-501, § 2, 106 Stat. 3268, 3268-3270, <i>permanently extended as amended by Pub. Law 104-73, § 2, 109 Stat. 777 (1995), codified as amended at 42 U.S.C. § 233(g)-(n)</i>	20
Pub. Law 104-73, § 2, 109 Stat. 777 (1995)	20
Federal Tort Claims Act of 1946, chap. 753, title IV, § 402(a) & (b), 60 Stat. 842-43	27, 28
Federal Tort Claims Act of June 25, 1948, chap. 646, 62 Stat. 982.	passim
Federal Tort Claims Act of 1946, chap. 753, title IV, § 423, 60 Stat. 846, <i>repealed and reenacted with minor changes in phraseology</i> , Act of June 25, 1948, chap. 646, 62 Stat. 984.....	28

MISCELLANEOUS

<i>Hearings before the House Judiciary Committee on H.R. 5373 and H.R. 6463,</i> 77th Cong., 2d Sess. 9-10 (1942)	17, 32
--	--------

<i>Hearings before Subcommittee No. 1 of House Judiciary Committee on H.R. 7236,</i> 76th Cong., 3d. Sess., 16 (1940)	44
<i>Hearings before Subcommittee of Senate Judiciary Committee on S. 2690,</i> 76th Cong., 3d. Sess., 44 (1940)	44
H.R. Rep. No. 297, 87th Cong., 1st Sess. (1961).	18
H.R. Rep. No. 308, 80th Cong., 1st Sess., Appendix at A203	27
Restatement of Agency (Second) § 217(b)	23
Restatement of Agency (Second) § 212	23
Restatement of Agency (Second) § 871	23
Irvin M. Gottlieb, <i>The Federal Tort Claims Act – A Statutory Interpretation,</i> 35 Geo. L.J. 1, 10 (1946)	29
General Accountability Office, 1 <i>Principles of Federal Appropriations Law</i> (3d ed. 2006), chap. 4, § 10a at p. 4-175	48
U.S. Department of State Office of Inspector General, and Special Inspector General for Iraq Reconstruction, <i>Joint Audit of Blackwater Contract and Task Orders for Worldwide Personal Protective Services in Iraq</i> , Report Nos. AUD/IQO-09-16 & SIGIR 09-021 (June 2009) at 1, available at http://www.sigir.mil/reports/pdf/audits/09-021.pdf	11
<i>Webster's Third New International Dictionary</i> at 1202 (1993 ed.).	41

The United States of America, by and through its undersigned attorneys, respectfully submits this Consolidated Brief in Opposition to the Defendants’ Motion to Substitute the United States in Place of All Defendants Pursuant to the Westfall Act (docket # 54).¹

I. INTRODUCTION

In 1988, Congress amended the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2401(b), 2671-2680, to make the remedy against the United States under the FTCA for tort claims arising or resulting from the negligent or wrongful act or omission of “any employee of the Government” within the scope of his office or employment exclusive of any other civil action or proceeding for money damages by reason of the same subject matter against “the employee whose act or omission gave rise to the claim or against the estate of such employee.” *See* Federal Employees Liability Reform and Tort Compensation Act of 1988 (FELRTCA), § 5, 102 Stat. 4563, 4564, *codified at* 28 U.S.C. § 2679(b)(1); *other relevant provisions codified or reprinted in* 28 U.S.C. §§ 1 note, 2671, 2671 note, 2674, 2679(b)-(d), 2679 note.

Popularly known as the Westfall Act, these amendments also established a procedure whereby an “employee of the Government” against whom a civil action or proceeding has been brought may request that the Attorney General certify that he (*i.e.*, the “defendant employee”) was acting within the scope of his office or employment at the time of the incident out of which the claim arose; in the event that the Attorney General refuses to so certify, “the employee” may petition the court in which the action is pending to issue such a certification. *See* 28 U.S.C. § 2679(c) & (d)(1)-(3). In the event that such a certification is issued by either the Attorney

¹ Unless otherwise indicated, all references to docket entries in this brief refer to the entries on the docket for the lead case, *Estate of Raheem Khalaf Sa’adoon, et al. v. Erik Prince, et al.*, No. 1:09-cv-615, but such references also are intended to refer to the corresponding docket entries for the same document if it was filed in the other consolidated actions as well.

General or the court, the United States is substituted for the employee as the party defendant, and the action then proceeds in the same manner as does any other action against the United States under the FTCA, and is subject to all the limitations and exceptions applicable to such actions.

See id. § 2679(d)(4).

Purporting to invoke this statutory procedure, Defendants have filed a Motion to Substitute the United States in their place in these consolidated actions, averring that each Defendant is an “employee of the Government,” and that the Attorney General has refused their requests to certify that they were acting within the scope of their supposed Federal employment at the time of the incidents out of which Plaintiffs’ claims arose. Defendants request the Court to issue such a certification and to substitute the United States as the party defendant in these actions, all of which were brought to recover damages for the deaths or injuries of Iraqi citizens who allegedly were killed or injured in Iraq. For the reasons summarized below, the United States opposes Defendants’ motion to substitute the United States as the party defendant in these actions.²

² The motion does not identify by name the Defendants on whose behalf substitution is sought, stating only that Defendants request the Court to “order that the United States ‘be substituted as the party defendant’ in place of all of the current Defendants.” Motion to Substitute at 1 (quoting 28 U.S.C. § 2679(d)(3)) (docket #54-1). As indicated in the Defendants’ Financial Interest Disclosure Statement filed in No. 1:09-cv-615 (docket #2), many of the Defendant entities were either misnamed or incompletely named in the various Complaints, and several have undergone name changes since the events which gave rise to these actions occurred. Defendants’ Financial Interest Disclosure Statement goes on to identify the current names of eight Defendant entities, namely, (1) Prince Group LLC; (2) Xe Services LLC (formerly EP Investments LLC); (3) Greystone LTD; (4) Total Intelligence Solutions LLC; (5) U.S. Training Center, Inc. (formerly Blackwater Lodge and Training Center, Inc.); (6) GSD Manufacturing LLC (formerly Blackwater Target Systems); (7) Blackwater Security Consulting LLC; and (8) Raven Development Group LLC. *Ibid.* A ninth entity, Samarus CO LTD, also has been named as a Defendant in at least two of the five consolidated actions. The United States assumes that
(continued...)

II. SUMMARY OF THE UNITED STATES' POSITION

To be entitled to invoke the provisions of the Westfall Act, the particular defendant seeking certification must first establish that he is an “employee of the Government” as that term is used in the FTCA, or the estate of such an employee. Because none of the Defendants is either an “employee of the Government,” or the estate of such an employee, their request for Westfall Act certification should be denied.

The term “employee of the Government” as used in the FTCA refers only to natural persons, and does not include artificial entities such as corporations. *See Adams v. United States*, 420 F.3d 1049 (9th Cir. 2005); *Daniels v. Liberty Mut. Ins. Co.*, 484 F.3d 884 (7th Cir. 2007). This conclusion is supported not only by the text, structure, and legislative history of the relevant statutory provisions, but also by the leading Supreme Court decisions construing the term “employee of the Government” as it is used in the FTCA. *See Logue v. United States*, 412 U.S. 521 (1973); *United States v. Orleans*, 425 U.S. 807 (1976).

Artificial entities simply are not within the class of persons that the Westfall Act was intended to protect, *i.e.*, the individual human beings who make up the “Federal workforce” and whose “morale” was being seriously undermined by the specter of “personal liability” that had been created by the Supreme Court’s decision in *Westfall v. Erwin*, 484 U.S. 292 (1988). *See* FELRTCA, § 2(a)(5) & (6) (declaration of findings and purpose by Congress), 102 Stat. 4563, *reprinted in* 28 U.S.C. § 2671 note. Thus, none of the Defendant entities is eligible to invoke the protections of the Westfall Act in these actions.

²(...continued)

the Motion to Substitute seeks the substitution of the United States as the party defendant in the place of Defendant Erik Prince and all nine of these Defendant entities.

Even if a corporation, as such, could be considered to be an “employee of the Government,” here the Department of State did not control the detailed physical performance of the work of Defendant U.S. Training Center, Inc., formerly named Blackwater Lodge and Training Center, Inc. (hereafter referred to as “BLTC,”), the particular corporate entity to which the State Department awarded the contract and issued task orders to provide security services for the protection of U.S. government personnel working or traveling in and around certain parts of Iraq. While BLTC was obligated to comply with strict specifications and standard operating procedures in performing its work under the contract and task orders, the imposition of such requirements did not vitiate BLTC’s status as an independent contractor. Indeed, the personnel who actually performed the work on behalf of BLTC – including the individuals who allegedly committed the tortious acts that form the basis for Plaintiffs’ claims in these actions – were hired by BLTC and remained under BLTC’s direct supervision and control while furnishing services pursuant to the contract and task orders. Thus, neither the individual perpetrators nor BLTC could be considered to be government employees for purposes of the FTCA.

Even assuming that BLTC itself could be considered to be an “employee of the Government,” moreover, no legal basis exists for further extending the Westfall Act’s protections to Defendant Erik Prince, who allegedly owns and controls BLTC, or to the other affiliated Defendant entities that Mr. Prince also allegedly owns and controls. The basic purpose of incorporation is to create a distinct legal entity with rights, obligations, powers, and privileges different from those who created it, who own it, or whom it employs. And it is a fundamental legal precept that a natural person who has created a corporate arrangement, chosen as a means of carrying out his business purposes, does not have a choice of disregarding the corporate entity in

order to avoid its disadvantages.

Finally, even if it were to be assumed that one or more of the Defendants was an “employee of the Government,” Defendants have not shown that they are entitled to demand the substitution of the United States as the party defendant in these actions. Substitution of the United States under the Westfall Act is authorized only if the putative employee was acting within the scope of his supposed Federal employment at the time of the incident which forms the basis for the plaintiff’s claim. Since Defendants are challenging the Attorney General’s refusal to issue scope certifications under the Westfall Act, they bear the burden of proving by a preponderance of the evidence that they in fact were acting within the scope of their supposed Federal employment at the time of each of the incidents that form the basis for Plaintiffs’ claims. Given the nature of the Plaintiffs’ claims, Defendants have not come even close to carrying that burden on the current record.

III. STATEMENT OF THE CASE

A. Plaintiffs’ Allegations Against Defendants.

The pending Motion to Substitute the United States requests that Westfall Act certifications be issued on behalf of one individual Defendant, Erik Prince,³ and at least nine

³ One additional individual, Andrew Moonen, originally was named as a Defendant in *Estate of Raheem Khalaf Sa’adoon, et al. v. Erik Prince, et al.*, No. 1:09-cv-615. However, Plaintiffs have now voluntarily dismissed with prejudice all the claims asserted against Mr. Moonen. *See* Dismissal With Prejudice of Claims Against Defendant Moonen, filed Sept. 28, 2009 (docket # 95). In moving to substitute the United States, moreover, Defendants expressly stated that they did not seek certification with respect to those counts of the *Sa’adoon* Complaint that were based on Mr. Moonen’s actions. *See* Defendants’ Motion to Substitute at 1 (docket #54-1); Defendants’ Memo. of Law at 13-14 (noting that Mr. Moonen shot and killed an Iraqi citizen while off-duty after consuming excessive amounts of alcohol at a party and becoming intoxicated) (docket #55-1).

entities that Mr. Prince allegedly owns and controls either directly or through holding companies.⁴ One of these Defendant entities, BLTC, was awarded a contract (hereafter referred to as “the WPPS II Base Contract”) by the United States Department of State, pursuant to which BLTC was obligated to manage and operate Protective Security Details (“PRS Details”) at locations throughout the world to be designated by the State Department in task orders issued under the WPPS II Base Contract.

The function of these Contractor-operated PRS Details, which are composed of individuals who are recruited, screened, selected, retained, trained, and supervised by the Contractor, is to provide protection for diplomatic and other U.S. government personnel at the designated locations, which can include areas such as Iraq and Afghanistan where armed conflicts are taking place. In fact BLTC competed for and won a task order (hereafter referred to as “Task Order 6”) issued by the State Department under the WPPS II Base Contract for the management and operation of PRS Details in the Central Region of Iraq (Baghdad).

⁴ See, e.g. Complaint filed in *Estate of Ali Hussamaldeen Ibrahim Albazzaz, et al. v. Erik Prince, et al.*, No. 1:09-cv-616 (docket #1) at ¶ 6 (alleging that Defendant Erik Prince personally and wholly owns holding companies known as Prince Group and EP Investments LLC, and that through these holding companies Mr. Prince owns and controls the various Xe-Blackwater entities); ¶ 9 (alleging that Mr. Prince, acting through the web of companies operating under the Xe, Blackwater, and other names, earns billions of dollars providing mercenaries (known as “shooters”) for hire, that the various Xe-Blackwater corporate entities do not operate as individual and independent companies outside the control of Mr. Prince, and that Mr. Prince personally controls all the various entities); ¶ 12 (alleging that suit is being brought against Xe, formerly known as Blackwater, in all its corporate incarnations, that these companies are all components of a single private company wholly owned and personally controlled by Mr. Prince, and that Mr. Prince and his corporate entities earn billions of dollars selling mercenary services).

Except as noted in the margin,⁵ the instant actions all involve incidents in which individuals who were hired and trained by BLTC to serve as members of PRS Details being managed and operated by BLTC in Iraq allegedly opened fire (or in one instance, inflicted a beating) on Iraqi citizens while performing protective security missions pursuant to the WPPS II Base Contract and Task Order 6. Plaintiffs have not joined as defendants any of the individual members of the PRS Details who allegedly discharged their weapons or inflicted the beating during the incidents which gave rise to the claims for which recovery is being sought in these actions.

Instead, alleging that Defendant Erik Prince and the Defendant entities encouraged the

⁵ Counsel for the United States is advised that Andrew Moonen, whose actions form the basis for the claims asserted in *Estate of Raheem Khalaf Sa'adoon, et al. v. Erik Prince, et al.*, No. 1:09-cv-615, was not in fact a member of one of the PRS Details being managed and operated in Iraq by BLTC, and instead was employed by BLTC in a support position. As has already been noted, Defendants do not seek certification or substitution of the United States with respect to those counts of the Complaint in *Sa'adoon* which are based on Moonen's alleged actions. In addition, the particular shooting incident which forms the basis of the claims asserted in *Estate of Husain Salih Rabea, et al. v. Erik Prince, et al.*, No. 1:09-cv-645, allegedly occurred in a part of Iraq where BLTC was providing protective security services pursuant to a different task order issued under the WPPS II Base contract. Finally, several of the alleged incidents which form the basis for claims that were asserted for the first time in the Amended Complaint filed in *Estate of Sabah Salmon Hassoon, et al. v. Erik Prince, et al.*, No. 1:09-cv-618, (docket # 5), occurred during a period of time when a different contractor, namely, "Blackwater Security Consultants Incorporated," was providing protective services to the State Department in Iraq pursuant to an earlier letter contract. See Defendants' Mem. in Support of Motion to Dismiss filed in *Hassoon* at 18 n.9 (docket # 9); Defendants' Redacted Appendix at Tab 4 (docket #85-3) (copy of letter contract signed on behalf of "Blackwater Security Consultants Incorporated"). It is unclear whether this contractor is among the Defendant entities that have been sued in these actions. In any event, it stands essentially in the same position with regard to its performance of the earlier letter contract as BLTC stands with regard to BLTC's performance of the later WPPS II Base Contract and the task orders issued under it. Thus, even if this contractor is one of the Defendant entities, like BLTC it would be ineligible to invoke the Westfall Act' protections with regard to any incidents which allegedly occurred while it was furnishing protective services pursuant to the letter contract.

individual perpetrators to engage in conduct such as firing upon innocent Iraqis without justification, Plaintiffs seek recovery exclusively from Mr. Prince and the Defendant entities that Mr. Prince allegedly owns and personally controls.⁶ Besides seeking to hold Defendants directly liable with regard to their claims under the Alien Tort Statute for war crimes, and claims for wrongful death, assault and battery, intentional infliction of emotional distress, and negligent infliction of emotional distress, Plaintiffs in each of the instant cases also assert separate claims against the Mr. Prince and the Defendant entities (1) for negligent hiring, training, and supervision of the individual members of the PRS Details whose allegedly tortious acts gave rise to Plaintiffs' claims, as well as for (2) tortious spoliation of evidence.⁷

⁶ See, e.g., *Albazzaz* Complaint (docket #1 in No. 1:09-cv-616) at ¶ 13 (alleging that on September 9, 2007, individuals working for Blackwater in Baghdad fired, without justification, on a crowd of innocent Iraqi persons in and around Al Watahba Square resulting in multiple deaths and injuries); ¶ 14 (alleging that Xe-Blackwater created and fostered a culture of lawlessness amongst its employees, encouraging them to act in the company's financial interest at the expense of innocent human life, and further alleging that the shooting on September 9, 2007, was merely one episode in a pattern of egregious misconduct by Xe-Blackwater in Iraq and other countries); ¶ 18 (alleging that Xe-Blackwater has created and fostered a corporate culture in which excessive and unnecessary use of deadly force by its employees is not investigated or punished in any way); ¶ 20 (alleging that through acts and omissions, Xe-Blackwater management encouraged shooting innocent Iraqis, that Xe-Blackwater management refused to fire or discipline individuals who murdered innocent Iraqis, and that Xe-Blackwater instead would continue to rehire and deploy individuals known to have killed innocent Iraqis for no reason).

⁷ See, e.g., *Albazzaz* Complaint (docket #1 in No. 1:09-cv-616), Count Six - Negligent Hiring, Training, and Supervision, at ¶¶ 57-58 (alleging that Defendants acted negligently and directly harmed Plaintiffs by (a) failing to take appropriate steps in hiring proper personnel to perform services; (b) failing to properly screen personnel before their hiring; (c) failing to train personnel properly; (d) failing to investigate allegations of wrongdoing; (e) failing to reprimand improper actions; (f) failing to adequately monitor for and stop illegal substance abuse; and (g) negligently permitting repeated lawlessness by its employees); *id.*, Count Seven - Tortious Spoliation of Evidence, at ¶¶ 59-64 (alleging that Defendants had a legal duty to preserve evidence relating to unauthorized uses of force, that Defendants intentionally destroyed that evidence to prevent detection of its wrongdoing, and that Defendants' intent in destroying the evidence was
(continued...)

B. Defendants' Initial Request that Westfall Act Certifications Be Issued on Behalf of Certain Individuals Who Are Not Parties to the Litigation.

As noted in Defendants' brief, prior to instituting the instant actions Plaintiffs first filed and then voluntarily dismissed a number of related actions in other United States district courts based on some of the same underlying incidents which now form the basis for the instant actions. As in the instant actions, Plaintiffs did not join as defendants any of the individual members of the PRS Details who allegedly committed the tortious acts for which recovery was sought in those prior actions.

The first of those prior related actions to be filed was *Estate of Himoud Saed Atban, et al. v. Blackwater USA, et al.*, No. 1:07-cv-01831, which was instituted in the United States District Court for the District of Columbia on October 11, 2007, and which arose out of the shooting incident which allegedly occurred in or around Baghdad's Nisoor Square on September 16, 2007. By letter dated October 12, 2007, Mr. Joseph E. Schmitz, Vice President and General Counsel of Prince Group LLC, forwarded a copy of the Complaint filed in *Atban* to the State Department's Office of Legal Adviser.⁸ In this letter, Mr. Schmitz requested that Westfall Act certifications be issued on behalf of the individual members of the PRS detail who allegedly were involved in the underlying incident, even though none of these individuals had been named as defendants in the case. Referring to these individuals as "WPPS independent contractors," Mr. Schmitz stated:

[O]n behalf of its WPPS independent contractors involved in the 16 September incident, each of whom was acting as a statutory "employee of the government,"

⁷(...continued)
to lessen the risk that would be found liable by a jury hearing the instant action).

⁸ Copies of Mr. Schmitz's letter of October 12, 2007, and its enclosures are attached to this brief as United States' Exhibit 1.

Blackwater formally requests that the Department of State promptly seek a certification by the Attorney General that these WPPS independent contractors were “acting within the scope of [their] office or employment at the time of the incident out of which the claim arose.” 28 U.S.C. § 2679(d)(1). In conjunction with such certification, it is our understanding that, “the United States shall be substituted as the party defendant.” 28 U.S.C. § 2679(d)(1).

Schmitz letter dated Oct. 12, 2007 (U.S. Exh. 1).

The State Department’s Office of Legal Adviser promptly responded by letter dated October 16, 2007.⁹ In this letter, the State Department stated:

Although the *Atban* suit has been filed against Blackwater, its affiliates, the Prince Group, and Erik Prince, as you point out in your October 12th letter, no suit has been filed in the United States against the individual WPPS independent contractors. Corporate entities are not eligible for Westfall Act certification, *see, e.g., Adams v. U.S.*, 420 F.3d 1049, 1055 (9th Cir. 2005), and you have not suggested that Mr. Prince is an employee of the federal government who was acting within the scope of his employment in connection with this incident.

The Department of Justice does not consider Westfall Act requests unless and until a suit has been filed against an individual or individuals seeking certification. In the event that a suit is filed against the individual WPPS independent contractors in the United States and those individuals request certification, please provide [this office] with copies of the pleadings and any information that you believe should be considered in regard to a request for certification.

State Department letter dated Oct. 16, 2007 (U.S. Exh. 2).

Counsel for the Defendants thereafter submitted a series of letters to the Department of State requesting that the Attorney General issue Westfall Act certifications on behalf of the Defendants named in *Atban* and in all but one of the cases subsequently filed by the Plaintiffs, including the instant five consolidated actions. *See* Exhibits A-H to Defendants’ Mem. of Law (letters and enclosures sent to Department of State) (docket #55-2 to #55-9). To date, the

⁹ A copy of the State Department’s letter dated October 16, 2007, is attached to this brief as United States’ Exhibit 2.

Department of Justice has taken no action on any of these requests on behalf of the Defendants for Westfall Act certification.¹⁰

C. **BLTC's Agreement to (1) Manage and Operate PRS Details in Iraq and (2) to Recruit, Screen, Retain, and Train Qualified Individuals to Serve as Members of Such PRS Details.**

The limited excerpts of contractual documents that Defendants have included in their Redacted Appendix (docket #84 & #85) provide a decidedly incomplete picture of the nature of the services that BLTC agreed to furnish to the State Department under the WPPS II Base Contract and the various task orders issued under it. These services were provided by BLTC at very considerable expense to the taxpayers of the United States.¹¹ So that the Court may be

¹⁰ It should be noted that the initial Complaint filed in *Estate of Sabah Salman Hassoon, et al. v. Erik Prince, et al.*, No. 1:09-cv-618 (docket #1), was based on a single shooting incident. On June 30, 2009, an Amended Complaint was filed in *Hassoon* (docket #5), adding fourteen new Plaintiffs who asserted claims arising out of an additional five shooting incidents and one beating incident which had never before been at issue in any the instant cases or the earlier related cases. Prior to filing their pending Motion to Substitute, Defendants never requested that the Attorney General issue Westfall Act certifications with respect to any of these six newly alleged incidents, and their failure to do so affords yet another basis for denying their motion with respect to the claims based on these incidents.

¹¹ It has been officially reported that as of May 29, 2008, the total estimated cost to the United States for the contracts and task orders with Blackwater entities for the provision of personal protective services in Iraq were well in excess of \$1 billion. See U.S. Department of State Office of Inspector General, and Special Inspector General for Iraq Reconstruction, *Joint Audit of Blackwater Contract and Task Orders for Worldwide Personal Protective Services in Iraq*, Report Nos. AUD/IQO-09-16 & SIGIR 09-021 (June 2009) at 1, available at <http://www.sigir.mil/reports/pdf/audits/09-021.pdf>. Indeed, according to this audit report, the total estimated cost to the United States Government for task orders issued to BLTC alone under the WPPS II Base Contract exceeded \$1 billion, and included more than \$2.7 million for Task Order 1, under which BLTC established and operated a local program management office in the Washington, D.C. area; more than \$791 million for Task Order 6, under which BLTC provided personal protective services in Baghdad and Ramadi; and more than \$113 million for Task Order 8, under which such services were provided by BLTC in Al Hillah, Najaf, and Karbala. *Id.* at 6-7; see also *id.* at 18-21 (further breaking down these estimated costs to the United States).

better advised as to BLTC's true status and the nature of the services it was paid such vast sums to furnish to the State Department, additional excerpts of the relevant contractual documents which Defendants failed to include in their Redacted Appendix are attached to this brief.¹²

Perhaps the most critical parts of the WPPS II Base Contract which were omitted from Defendants' Redacted Appendix were provisions which provided for multiple layers of BLTC management to oversee the day-to-day operations of the PRS Details.¹³ Those provisions called for a Shift Leader or Team Leader, employed by BLTC, to "manage and direct protective security operations on a day-to-day basis," and "directly supervise[] protective security specialists[.]" U.S. Exh. 3 at p. 47, WPPS II Base Contract, Appendix B (to Section C), Protective Service Details – Labor Categories, Roles, Responsibilities, and Qualifications (2.4 "Shift Leader/Team Leader (SL)"). The Shift Leader or Team Leader was in turn supervised by multiple layers of BLTC supervisory and management personnel. *Id.* at pp. 38, 43-48 (1.2 "Project Manager"; 1.3 "Deputy Project Manager Operations (DPMO)"; 2.1 "Protective Security Specialist (PSS)/Operations Chief (PSOC)"; 2.2 "Detail Leader"; 2.3 "Deputy Detail Leader").¹⁴ The most senior

¹² United States' Exhibit 3 submitted herewith includes more complete excerpts of several of the WPPS II Base contract documents, selected excerpts of which are found under Tab 1 of Defendants' Redacted Appendix (docket #84-2); United States' Exhibit 4 submitted herewith includes more complete excerpts of BLTC's Task Order 6 Proposal, selected excerpts of which are found under Tab 2 of Defendants' Redacted Appendix (docket #84-3).

¹³ In addition, Defendants failed to include the WPPS II Contract provisions which incorporated by reference various Federal Acquisition Regulation standard contract clauses, including clauses relating to the costs incurred by BLTC to procure insurance, including workers compensation insurance and third party liability insurance. *See* U.S. Exh. 3 at pp. 82, 83, WPPS II Base Contract, Section I.

¹⁴ The Project Manager's role was to serve as the "overall in-country manager responsible for the identification, development, implementation, and management of the organization's
(continued...)

BLTC employee responsible for the supervision of the PRS Details in-country was the Project Manager, who was responsible for controlling and ensuring appropriate movement in and out of the country of the PRS Details. *Id.* at pp. 38-39 (1.2 “Project Manager”). At the top of BLTC’s PRS Detail management chain was the Local Program Manager, located in the United States, who was to coordinate with the in-country Project Manager and Deputy Project Manager in “implementing operational strategies.” *Id.* at p. 36 (1.1 “Local Program Manager”).¹⁵ Although the State Department required BLTC to adhere to very strict specifications and standard operating procedures in carrying out its work, BLTC, through these multiple layers of management was responsible for ensuring that the individual members of the PRS Details complied with those policies and procedures on a day-to-day basis.¹⁶

¹⁴(...continued)
security program.” U.S. Exh. 3 at p. 38, WPPS II Base Contract, Appendix B (to Section C), Protective Service Details – Labor Categories, Roles, Responsibilities, and Qualifications. Below the Project Manager was the Deputy Project Manager for Operations (DPMO), who was to “act as the focal point for all contractor provided protective security details, . . . with the general advice and guidance of the DS Agent in Charge (AIC) and the project manager. *Id.* at p. 40 (1.3). Among the PRS positions set forth in the contract was the Protective Security Specialist Operations Chief (PSOC) whose responsibilities included the “manage[ment of] the day-to-day operations of the Protection Cell within the RSO Tactical Operations Center (TOC).” *Id.* at pp. 43-44 (2.1). Also below the DPMO in the management chain were the Detail Leaders, who, after receiving direction to conduct particular PRS missions from State Department personnel, were responsible for “[a]ll aspects of organizing, managing, supervising, and scheduling of PRS detail personnel,” and Deputy Detail Leaders, who were to assume these duties in the Detail Leader’s absence and perform administrative managerial functions (*Id.* at pp. 45-46 (2.2, 2.3)).

¹⁵ In addition, the Local Program Manager was responsible for [e]nsuring that contractor provided personnel are properly vetted and cleared for their positions and that leadership personnel are executing their responsibilities efficiently and effectively.” *Id.* at p. 36 (1.1).

¹⁶ With regard to the recruitment, screening, selection, and training of the personnel BLTC utilized as members of the PRS Details it operated in Iraq, the WPPS II Base Contract
(continued...)

IV. APPLICABLE LEGAL STANDARDS AND BURDEN OF PROOF

Whether the term “employee of the Government” as used in the FTCA includes only natural persons presents a pure question of statutory construction. *See Adams v. United States*, 420 F.3d 1049, 1051-55 (9th Cir. 2005) (analyzing statutory language of the FTCA and Westfall Act, and concluding that term “employee of the Government” includes only natural persons); *cf. Sullivan v. United States*, 21 F.3d 198, 201, 201 n.6 (7th Cir. 1994) (whether an attorney employed by Federal public defender office was an “employee of Government” presented a pure question of statutory construction).

Assuming *arguendo* that the term “employee of the Government” as used in the FTCA can be construed to include artificial entities, then an artificial entity which is challenging the Attorney General’s refusal to issue a scope-of-employment certification “bears the burden of proving by a preponderance of the evidence that it is entitled to certification pursuant to [28 U.S.C.] § 2679(d)(3).” *See Vallier v. Jet Propulsion Laboratory*, 120 F.Supp.2d 887, 894 (C.D. Cal. 2000) (rejecting Government’s argument that an artificial entity cannot be an “employee of the Government,” but concluding that the particular defendant corporation seeking Westfall

¹⁶(...continued)

required BLTC to recruit applicants pursuant to a process developed by BLTC and approved by the Department of State, “screen out any applicant who does not meet the security and suitability qualifications required for the position for which the applicant has applied,” (C.4.3.1.2), and “[e]stablish and maintain the necessary personal protection security training capability” in accordance with Department of State specifications, (C.4.3.2.1). *See* U.S. Exh. 3 at pp. 8, 9. In its Task Order 6 Proposal, BLTC touted its “stringent review and screening process” and noted that it had developed a division “exclusively for recruitment,” and set forth a detailed screening, selection and training process to be completed by each applicant prior to being deployed. *See* U.S. Exh. 4, Task Order 6 Proposal (3.0 “Personnel Plan”); *id.*, (2 “United States Citizens”). BLTC also touted the extensive cadre of training it provided at its Moyock facility to the PRS personnel it hired. *See id.* (4.0, “Training Plan”; 4.12 “Plan and Process for Training American Citizens”; 4.15 “Training Facilities”).

Act certification was an independent contractor rather than a government employee because Government did not exercise day-to-day control over that entity's waste disposal operations), *aff'd in unpublished opinion*, 25 Fed. Appx. 803, 804, 2001 WL 1631762 at **1 (9th Cir. Aug. 2, 2001) (upholding district court's refusal to grant defendant entity's petition for Westfall Act certification without reaching Government's alternative argument that term "employee of the Government" includes only natural persons).

Finally, assuming that it has been shown that the Government exercised sufficient control over the particular defendant's day-to-day physical activities so as to render him an "employee of the Government," the defendant still would bear the further burden of proving that he was in fact acting within the scope of his supposed office or employment with respect to each of the alleged acts or omissions alleged by the plaintiff. *See Vallier*, 120 F.Supp.2d at 893 ("If [the defendant entity] also satisfies the 'scope of employment' element, it may be certified under § 2679."); *see also Green v. Hall*, 8 F.3d 695, 698 (9th Cir. 1993) (defendant employee challenging Attorney General's refusal to issue Westfall Act certification bears the burden of presenting evidence and proving that he was acting within the scope of his employment by a preponderance of the evidence); *Lyons v. Brown*, 158 F.3d 605, 610-11 (1st Cir. 1998) (defendant employee bears burden of proof in challenging Attorney General's refusal to certify that acts alleged in complaint were within scope of his employment and is required to offer whatever evidence is necessary to persuade district court that any acts as to which Attorney General has refused certification were within the scope of his employment).

V. ARGUMENT

A. Historical Overview of Statutory Provisions Making the Remedies Against the

United States Under the FTCA Exclusive.

“Congress follows the practice of explicitly stating when it means to make [the] FTCA an exclusive remedy.” *Carlson v. Green*, 446 U.S. 14, 20 (1980). And when a private company is the defendant, the Supreme Court has stated that an intent on the part of Congress to make a remedy against the United States exclusive “should hardly be left to conjecture.” *Brady v. Roosevelt S.S. Co.*, 317 U.S. 575, 581 (1943). This is particularly true when doing so either would deprive the claimant of any right to relief, or would shift the responsibility for the private company’s negligence or wrongdoing to the United States. *Id.* at 581 (“We can only conclude that if Congress had intended to make such an inroad on the rights of claimants it would have said so in unambiguous terms.”); *id.* at 583 (“To attribute that idea to [Congress] would be to give the Act a construction which would in practical effect encourage the assumption by the United States of the obligations of private persons.”).

When it originally enacted the FTCA in 1946, “Congress provided for exclusiveness of the remedy in three instances.” *Brooks v. United States*, 337 U.S. 49, 53 (1949), *citing* Federal Tort Claims Act of 1947, chap. 743, title IV, §§ 403(d), 410(b), 423, 60 Stat. 843, 844, 846, *repealed and reenacted as amended*, Act of June 25, 1948, chap. 646, 62 Stat. 983, 984, 984, *codified as reenacted*, 28 U.S.C. §§ 2672, 2676, 2679(a); *United States v. Johnson*, 481 U.S. 681, 697 (1987).

Two of these original provisions were intended to afford limited protection from tort liability to the “employee of the Government whose act or omission gave rise to the claim,” but this protection was available only when the claimant either (1) accepted a settlement or compromise of the claim against the United States under the FTCA, or (2) prosecuted the claim against

the United States to judgment. *See* 28 U.S.C. §§ 2672, 2676; *United States v. Gilman*, 347 U.S. 507, 509 (1954). The third of the FTCA’s original exclusivity provisions precluded suit against any “Federal agency” in its own name on claims which were cognizable under the FTCA, and made the remedies provided against the United States in such cases exclusive. *See* 28 U.S.C. § 2679(a); *Federal Deposit Ins. Corp. v. Meyer*, 510 U.S. 471, 476 (1994).¹⁷

After several years, the limited protection afforded to Federal employees by 28 U.S.C. §§ 2672 and 2676 proved itself to be inadequate, leading Congress to enact the so-called Federal Drivers Act in 1961. *See* Pub. Law 87-258, 75 Stat. 539, *formerly codified at* 28 U.S.C. § 2679(b)-(e) (1982 ed.).¹⁸ Similar to the Westfall Act which later superseded it, but narrower in

¹⁷ As will be explained in this brief, Congress took great pains to ensure that this third exclusive remedy provision, which terminated the right to sue Federal agencies for the torts of their employees, would not be construed to cover private corporations whose business included contracting with the United States.

¹⁸ The exclusivity provisions contained in 28 U.S.C. §§ 2672 and 2676 were intended to relieve the Department of Justice of the burden of going into court to defend Federal employees, including drivers of Government vehicles, against whom suits for damages were brought in their personal capacities; it was thought that such employees could not afford to purchase liability insurance for their own protection, and that their morale would suffer if they were left to defend themselves. *See Hearings before the House Judiciary Committee on H.R. 5373 and H.R. 6463*, 77th Cong., 2d Sess. 9-10 (1942) (testimony of Assistant Attorney General Francis M. Shea discussing rationale for identical provisions contained in bill drafted by Attorney General’s office and introduced by Congressman Celler). After the enactment of the FTCA, however, plaintiffs continued to bring suits against Government drivers notwithstanding these provisions. *See, e.g. Government Employees Ins. Co. v. Ziarno*, 273 F.2d 645, 647-48 (2d Cir. 1960). As a result, increasing numbers of Federal employees found it necessary to purchase insurance to protect themselves from liability arising out of their operation of motor vehicles in the performance of their duties. Because Federal employees could ill-afford to purchase such insurance, and the United States did not assist them in paying for it, Congress reacted by enacting the Federal Drivers Act. *See Carr v. United States*, 422 F.2d 1007, 1008 (4th Cir. 1970) (“The Drivers Act was enacted to relieve government employees of the burden of personal liability for accidents which occurred on the job; for unlike many employers, the United States neither maintained liability insurance which protected its employees nor assisted them in paying for their own

(continued...)

scope, the Federal Drivers Act conferred on Federal employees statutory immunity from personal tort liability for vehicular accidents, making the FTCA the exclusive remedy for claims arising out of the operation of a motor vehicle by “any employee of the Government” while acting within the scope of his office or employment. *See Gutierrez de Martinez v. Lamango*, 515 U.S. 417, 425 (1995).

Congress subsequently enacted several additional immunity statutes affording medical and legal personnel employed by certain Federal agencies similar protection from malpractice tort liability arising out of the performance of their duties. *See* Pub. Law 89-311, § 6, 79 Stat. 1154, 1156 (1965), *codified as amended at* 38 U.S.C. § 7316 (Veterans Administration medical personnel); Pub. Law 91-623, § 4, 84 Stat. 1868, 1870-71 (1970), *codified at* 42 U.S.C. § 233(a)-(f) (Public Health Service medical personnel); Pub. Law 94-350, § 119, 90 Stat. 823, 827-29 (1976), *codified as amended at* 22 U.S.C. 2702 (State Department medical personnel); Pub. Law 94-464, § 1(a), 90 Stat. 1985 (1976), *codified as amended at* 10 U.S.C. 1089 (Department of Defense, National Guard, and Central Intelligence Agency medical personnel); *id.*, § 3, 90 Stat. 1988, *codified at* 42 U.S.C. 2458a (National Aeronautics and Space Administration medical personnel); Pub. Law 99-661, Div. A, Title XIII, § 1356(a)(1), 100 Stat. 3997 (1986), *codified as amended at* 10 U.S.C. § 1054 (Department of Defense and National Guard legal personnel); Pub. Law 100-488, § 15, 102 Stat. 1845 (1988), *codified at* 10 U.S.C. § 1054 (Coast Guard legal

¹⁸(...continued)

insurance against on-the-job accidents.”); *id.* at 1012 (“The legislative history to which we have already referred makes it clear that Congress was moved by the fact that automobile accident insurance placed such a heavy financial burden on government drivers that it was adversely affecting morale and making it difficult for the government to attract competent drivers into its employ.”), *citing* S. Rep. No. 736, 87th Cong., 1st Sess. (1961), *reprinted in* 1961 U.S.C.C.A.N. 2784; *see also* H.R. Rep. No. 297, 87th Cong., 1st Sess. (1961).

personnel); *United States v. Smith*, 499 U.S. 160, 170 n.11 (1991) (citing statutes).

Finally, in the wake of the Supreme Court's decision in *Westfall v. Erwin*, 484 U.S. 292 (1988), Congress enacted the so-called Westfall Act. *See* Pub. Law 100-694, 102 Stat. 4563 (1988), *codified in part at* 28 U.S.C. § 2679(b)-(d). The Westfall Act expanded the immunity from personal tort liability afforded to Federal employees, making it applicable to all common law torts committed by such employees within the scope of their office or employment. It superseded and replaced the narrower protection previously afforded to Federal employees by the Federal Drivers Act, and augmented the protection from malpractice tort liability afforded to medical and legal personnel employed by certain Federal agencies under the other immunity statutes cited in the immediately preceding paragraph. *See United States v. Smith*, 499 U.S. at 170 n.11 & 172.

In addition to the foregoing provisions protecting Federal agencies and employees, Congress has from time to time enacted special statutes making the remedy against the United States under the FTCA exclusive of any action against certain private or other non-Federal defendants in carefully delineated classes of cases. These statutes, examples of which are cited in the margin,¹⁹ demonstrate that Congress knows perfectly well how to extend protection from

¹⁹ (1) The National Swine Flu Immunization Program of 1976, Pub. Law 94-380, § 2, 90 Stat. 1113, 1115-1117 (1976), *formerly codified at* 42 U.S.C. § 247b(k) (1976 ed.). This statute protected any “program participant,” which was defined to mean “the manufacturer or distributor of the swine flu vaccine used in an inoculation under the swine flu program, the public or private agency or organization that provided an inoculation under the swine flu program without charge for such vaccine or its administration and in compliance with the informed consent form and procedures requirements prescribed pursuant to [the statute], and the medical and other health personnel who provided or assisted in providing an inoculation under the swine flu program without charge for such vaccine or its administration and in compliance with such informed consent form and procedures requirements.” *Id.*, § 2, *formerly codified at* 42 U.S.C.

(continued...)

tort liability to private or other non-Federal entities by making the remedy provided by the FTCA against the United States exclusive of an action against such entities, but that Congress says so expressly when it intends to do so. *Cf. Brady v. Roosevelt S.S. Co.*, 317 U.S. at 581 (Congress does not leave its intent to make the remedy against the United States exclusive of any action against a private company to conjecture, but rather expresses such an intent in unambiguous terms).

B. To Be Entitled to Invoke the Westfall Act’s Protections, the Particular Defendant Must Be an “Employee of the Government” as That Term Is Used in the FTCA.

The courts have uniformly held that the Westfall Act’s protections are applicable only if the particular defendant invoking them is an “employee of the government” as that term is defined by the FTCA, or the estate of such an employee. *See, e.g., Adams v. United States*, 420 F.3d 1049, 1051-52 (9th Cir. 2005) (FTCA’s definition of “employee of the government” did not

¹⁹(...continued)

§ 247b(k)(2)(B) (1976 ed.); *see Carlson v. Green*, 446 U.S. at 20. (2) The Atomic Testing Liability Act, Pub. Law 98-525, Part C, § 1631, 98 Stat. 2646-2647 (1984), *formerly codified at* 42 U.S.C. 2212 (2000 ed.), *currently codified as amended at* 50 U.S.C. 2783. This statute protected contractors carrying out an atomic weapons testing program under a contract with the United States, and defined “contractor” to include “a contractor or cost reimbursement subcontractor of any tier participating in the conduct of the United States atomic weapons testing program for the Department of Energy (or its predecessor agencies, including the Manhattan Engineer District, the Atomic Energy Commission, and the Energy Research and Development Administration),” as well as “facilities which conduct or have conducted research concerning health effects of ionizing radiation in connection with the testing under contract with the Department of Energy (or any of its predecessor agencies).” 50 U.S.C. § 2783(e); *see Hammond v. United States*, 786 F.2d 8, 10 (1st Cir. 1986). (3) The Federally Supported Health Centers Assistance Act of 1992, Pub. Law 102-501, § 2, 106 Stat. 3268, 3268-3270, *permanently extended as amended by* Pub. Law 104-73, § 2, 109 Stat. 777 (1995), *codified as amended at* 42 U.S.C. § 233(g)-(n). This statute protects “public or non-profit entit[ies] receiving Federal funds under [certain specified grant programs to act as federally supported health centers],” and “any officer, employee, or [subject to certain specified conditions] contractor of such an entity who is a physician or other licensed or certified health care practitioner.” 42 U.S.C. § 233(g)(1)(A) & (g)(4); *see Alexander v. Mount Sinai Hospital Med. Ctr.*, 484 F.3d 889, 892-93 (7th Cir. 2007).

include corporate entities, and defendant corporations therefore were not entitled to certification under Westfall Act); *Operation Rescue National v. United States*, 147 F.3d 68, 70-71 (1st Cir. 1998) (United States Senator was included in FTCA's definition of "employee of the government" and therefore was covered by Westfall Act); *Rodriguez v. Sarabyn*, 129 F.3d 760, 765-66 (5th Cir. 1997) (Westfall Act did not apply to action against psychologist, who was an independent contractor rather than an "employee of the government" as defined by FTCA); *Williams v. United States*, 71 F.3d 502, 504-05 (5th Cir. 1995) (member of United States House of Representatives was "employee of the government" as defined by FTCA, and therefore was covered by Westfall Act); *Ezechiel v. Michel*, 66 F.3d 894, 899 (7th Cir. 1995) (defendant physician was "employee of the government," rather than independent contractor, and certification pursuant to Westfall Act therefore was proper); *Sullivan v. United States*, 21 F.3d 198, 201-02 (7th Cir. 1994) (attorney appointed to position in Federal public defender office was "employee of the government," and Westfall Act therefore applied to malpractice action against such attorney); *Lilly v. Fieldstone*, 876 F.2d 857, 859 (10th Cir. 1989) (defendant civilian consultant who had been called upon to perform emergency surgery at Army hospital was an independent contractor, rather than an "employee of the government," and Westfall Act therefore was inapplicable); *United States v. LePatrourel*, 571 F.2d 405, 409-10 (8th Cir. 1978) (United States district judge involved in accident while operating motor vehicle on official business was "employee of the government" and therefore was protected by Federal Drivers Act); *Gilliam v. United States*, 407 F.2d 818, 818 (6th Cir. 1969) (district court properly substituted United States as defendant pursuant to Federal Drivers Act in suit brought against deceased deputy U.S. marshal's estate for injuries allegedly sustained by plaintiff as result of deceased marshal's

negligent operation of vehicle within scope of his employment).

As the United States will demonstrate in this brief, none of the Defendants is an “employee of the Government” as that term is used in the FTCA, nor the estate of such an employee, and they therefore are not entitled to invoke the Westfall Act’s protections. Before turning to the Defendants’ supposed status as Federal employees, however, the United States will first address the suggestion that Defendants somehow are entitled to invoke the Westfall Act’s protections simply because Plaintiffs are attempting to hold them vicariously liable for the actions of certain individuals who Defendants apparently contend were Federal employees, *i.e.*, the individual members of the PRS Details who allegedly perpetrated the tortious acts for which Plaintiffs are seeking damages. This suggestion must be rejected for at least four reasons.

First, in construing both the Westfall Act and the earlier Federal Drivers Act, the courts have rejected attempts by non-employee Defendants to invoke these statutes to shield themselves from being held vicariously liable for the negligence of a Federal employee who is himself entitled to invoke the statutes’ protections. The issue typically has arisen in those jurisdictions which have so-called owner liability statutes, which make the owner of a motor vehicle vicariously liable for the negligence of a third person who operates the vehicle with the owner’s consent or permission.

The courts uniformly have held that the immunity conferred by the Westfall Act and the Federal Drivers Act can be asserted only by the “employee of the Government” whose operation of the vehicle was within the scope of his office or employment, and that the immunity conferred by the Westfall Act and the Federal Drivers Act may not be invoked to shield a non-employee owner from being held vicariously liable for the Federal employee’s negligence while using the

vehicle with the owner's consent. *See, e.g., Segal v. Ashkinazy*, 855 F.Supp. 47, 49 (E.D. N.Y. 1994); *Reilly v. Peterson*, 435 F.Supp. 862, 865 (S.D. N.Y. 1977); *Padlo v. Spoor*, 396 N.Y.S.2d 798, 799-800 (N.Y. Sup. Ct. 1977), *aff'd*, 422 N.Y.S.2d 895 (N.Y. Sup. Ct. App. Div. 1979); *Abrams v. Sinon*, 205 N.W.2d 295, 298 (Mich. App.), *aff'd*, 212 N.W.2d 14 (Mich. 1973); *see also Davis v. Harrod*, 407 F.2d 1280, 1283-84 (D.C. Cir. 1969) (applying same rule to preclude non-employee owner from invoking protections of similar immunity statute protecting employees of the District of Columbia Government from tort liability arising out of operation of vehicle within scope of their employment); Restatement of Agency (Second), § 217(b)(ii) (servant's immunity from tort liability confers no defense on principal).²⁰

Second, Plaintiffs are not merely seeking to hold the Defendants vicariously liable for the actions of the individual members of the PRS Details who allegedly perpetrated the violent acts that are at issue in this litigation. Instead, Plaintiffs also seek to hold the Defendants *directly* liable for the actions of these individuals, alleging that the Defendants actively encouraged them to engage in illegal conduct, such as indiscriminately firing on Iraqi citizens without justification while performing missions to protect State Department personnel.²¹ Moreover, Plaintiffs also

²⁰ If the rule were otherwise, of course, the United States itself could never be held vicariously liable for the torts of Federal employees committed within the scope of their office or employment since under the Westfall Act the employees themselves are immune from liability for such torts. But that is plainly not the law. *See, e.g., Gutierrez de Martinez v. Lamagno*, 515 U.S. 417, 427 (1995) (noting that when Attorney General issues Westfall Act certification in typical case, it enables plaintiff to maintain an action against United States under the FTCA for defendant employee's negligence and exposes the United States to liability like any other employer at common law who admits that an employee acted within the scope of his employment).

²¹ *See* Restatement of Agency (Second) § 212 (one is subject to liability for the consequences of another's conduct if he intends those consequences); *id.* § 212 cmt. a (this rule is not (continued...))

seek to hold the Defendants directly liable for negligent hiring, training, and supervision of these individuals, as well as for Defendants' own tortious spoliation of evidence. Thus, even if the Court were to indulge the suggestion that the Westfall Act somehow precludes the imposition of vicarious liability for the acts or omissions of an "employee of the Government," the Westfall Act still would be inapplicable since Plaintiffs are seeking to hold the Defendants *directly* liable for their own alleged wrongdoing.

Third, Defendants have insisted throughout the course of this and earlier litigation that, at least in relation to the Defendants, the individual members of PRS Details were "independent contractors."²² But Defendants have cited no authority, and counsel for the United States is

²¹(...continued)

dependent on the law of agency, but results from the general rule, stated in the Restatement of Torts, that one causing and intending an act or result is as responsible as if he had personally performed the act or produced the result) (citing, *inter alia*, Restatement of Torts § 871 (one is liable for another's tortious conduct if he orders the other to engage in it, or gives substantial encouragement to the other to so conduct himself)); *id.* § 871 cmt. *b* (advice or encouragement to act operates as a moral support to a tortfeasor and, if the act encouraged is known to be tortious, has the same effect upon the liability of the one giving such advise or encouragement as does actual participation or physical assistance).

²² See Mem. of Law at 7 (emphasis added) (asserting that the Department of State "had an extensive role in the selection and training of personnel hired (*as independent contractors*) to perform services required under the contract") (docket #55-1); *id.* at 7 n.7 (emphasis added) (asserting that "the personnel utilized by USTC to perform its obligations under the contract *were hired as independent contractors and not as employees*"). While Defendants have submitted no evidentiary materials revealing the exact nature of the employment relation between BLTC and the personnel it utilized to provide personal protective services pursuant to the WPPS II Base Contract and Task Order 6, one fact is clear: it was BLTC – not the State Department – that hired the individuals BLTC utilized to provide these services, and it was BLTC that trained them, and that directly supervised them while they performed protective security missions as members of the PRS Details being managed and operated by BLTC in Iraq. In short, whatever the nature of the employment relationship that existed between BLTC and the individual members of the PRS Details operated by BLTC in Iraq, the employment relationship was one which existed between BLTC and these individuals, not between these individuals and the State Department.

aware of none, that would allow one who has hired an individual to act on his behalf as an “independent contractor” to avail himself of that individual’s supposed immunity from tort liability under the Westfall Act.

Fourth, and finally, as will be demonstrated in this brief, the individual members of the PRS Details could not be considered to be government employees in any event. These individuals were hired by and remained under the direct supervision and control of BLTC while working in Iraq. Under such circumstances, these individuals were neither “employees of [a] Federal agency,” nor “persons acting on behalf of a Federal agency in an official capacity, temporarily or permanently in the service of the United States,” and they therefore do not fit within the FTCA’s definition of the term “employee of the Government.” *See Logue v. United States*, 412 U.S. 521, 527-28, 530-31 (1973).

C. None of the Defendants Is an “Employee Of the Government” as That Term Is Used in the FTCA.

1. The Text, Structure, and Relevant Legislative History of the FTCA.

The FTCA is a limited waiver of sovereign immunity which, subject to numerous limitations and exceptions, makes the United States liable for the negligent or wrongful acts or omissions of Federal employees acting within the scope of their employment in the same manner as a private employer would be liable for the torts of its employees under the applicable State’s law. *See* 28 U.S.C. § 1346(b); Pub. Law 100-694, § 2(a)(2), 102 Stat. 4563, *reprinted in* 28 U.S.C. § 2671 note (“The United States, through the [FTCA], is responsible to injured persons for the common law torts of its employees in the same manner in which the common law historically has recognized the responsibility of an employer for the torts committed by its

employees within the scope of their employment.”).

In order for a tort claim to come within this limited waiver of sovereign immunity, the alleged tortfeasor must be an “employee of the government” as that term is defined by the FTCA. *See FDIC v. Meyer*, 510 U.S. 471, 477 (1994); *Logue v. United States*, 412 U.S. at 526 (“For the Government to be liable for the negligence of [an individual], he must be shown to be an ‘employee of the Government’ as that term is used in the [FTCA].”). The FTCA defines the term “employee of the Government” as follows:

“Employee of the government” includes [1] officers or employees of any federal agency, [2] members of the military or naval forces of the United States, [3] members of the National Guard while engaged in training or duty under section 115, 316, 502, 503, 504, or 505 of title 32, and [4] persons acting on behalf of a federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation, and [5] any officer or employee of a Federal public defender organization, except when such officer or employee performs professional services in the course of providing representation under section 3006A of title 18.

28 U.S.C. § 2671 (bracketed numerals added and numerals enclosed in parentheses in original omitted).

It will be noted that the FTCA defines “employee of the Government” by designating five categories of persons (indicated by the bracketed numerals in the above-quoted definition) that are subsumed within that term. In designating two of these five categories (*i.e.*, “officers and employees of any *Federal agency*,” and “persons acting on behalf of a *Federal agency* in an official capacity,” etc.), the definition utilizes the term “Federal agency,” which is defined in the immediately preceding paragraph of the same section as follows:

[T]he term “Federal agency” includes the executive departments, the judicial and legislative branches, the military departments, independent establishments of the United States, and corporations primarily acting as instrumentalities and agencies

of the United States, *but does not include any contractor with the United States.*

28 U.S.C. § 2671 (emphasis supplied).

Thus, determining whether a particular person fits within one or the other of these two particular categories of persons that are subsumed within the definition of “employee of the Government” requires a second determination to be made, *i.e.*, whether that person is either employed by, or is acting in an official capacity on behalf of, an entity which is a “Federal agency” as that term is defined by the FTCA. This in turn may require yet a third determination to be made, *i.e.*, whether the particular entity in question is a “contractor with the United States,” as that phrase is used in the FTCA’s contractor exclusion, rather than a “Federal agency.”

One particular textual feature of the FTCA should be noted at the outset: the contractor exclusion is an exclusion not from the statute’s definition of the term “employee of the Government,” but rather from its definition of the term “Federal agency.” Given the original wording of the FTCA,²³ Congress most likely adopted the contractor exclusion lest the language in the

²³ The definitions of “employee of the Government” and “Federal agency,” and the express exclusion of “any contractor with the United States” from the latter term, have all appeared in and formed an integral part of the FTCA since it was first enacted in 1946. *See* Federal Tort Claims Act of 1946, chap. 753, title IV, § 402(a) & (b), 60 Stat. 842-43. These original definitions, together with the rest of the FTCA, were repealed and reenacted into law with certain changes in phraseology as part of the revision of the Judicial Code in 1948. *See* Act of June 25, 1948, chap. 646, 62 Stat. 982. As reenacted, the definitions of “employee of the Government” and “Federal agency” were codified in 28 U.S.C. § 2671. *Id.*, 60 Stat. 982. While noting that changes in phraseology had been made as part of the revision, the accompanying Reviser’s Note contains no indication that these changes were intended to effect any substantive change in the law. *See* H.R. Rep. No. 308, 80th Cong., 1st Sess., Appendix at A203. As originally defined by the FTCA, the term “Federal agency” included not only the executive departments and independent establishments of the United States, but also “corporations whose primary function is to, and while primarily acting as, instrumentalities or agencies of the United States, whether or not authorized to sue or be sued in their own names.” Federal Tort Claims Act of 1946, title IV, chap. 753, § 402(a), 60 Stat. 842-43. Immediately after these words, however, (continued...)

definition of “Federal agency” pertaining to corporations that act primarily as instrumentalities or agencies of the United States be misconstrued to include privately-owned corporations whose business includes contracting with the United States.

Congress had good reason for seeking to ensure that the term “federal agency” would not be misconstrued to include such privately-owned corporations. As has already been noted, the FTCA makes the United States liable for the negligence of any “employee of the Government” while acting within the scope of his office or employment, and it defines the term “employee of the Government” so as to include “employees of any Federal agency.” *See* 28 U.S.C. §§ 1346(b), 2671. Thus, if the term “Federal agency” were to be construed to include a privately-owned corporation performing work pursuant to a contract with the United States, the United States would be rendered liable for the negligence of the contractor’s employees. Besides authorizing suits against the United States itself, moreover, the FTCA terminated the right to bring suits against federal agencies in their own names on tort claims that are cognizable under the statute, making suit against the United States the exclusive remedy with regard to such claims. *See* 28 U.S.C. § 2679(a).²⁴

²³(...continued)
the definition contained the following express proviso: “*Provided*, that this shall not be construed to include any contractor with the United States.” *Id.* at 843.

²⁴ This provision, which also has appeared in the FTCA since its original enactment, states:

The authority of any federal agency to sue and be sued in its own name shall not be construed to authorize suits against such federal agency on claims which are cognizable under section 1346(b) of this title, and the remedies provided by this title in such cases shall be exclusive.

(continued...)

By expressly providing that the term “Federal agency” does not include any contractor with the United States, Congress acted to foreclose attempts by contractors to cloak themselves with the United States’ sovereign immunity, a gambit which, if allowed, would effectively shift responsibility for the torts of the contractor’s employees to the United States. The contractor exclusion was designed to guard against precisely this eventuality.²⁵

2. Application of the Analytical Framework By the Supreme Court

The two leading Supreme Court decisions construing the terms “employee of the Government” and “Federal agency,” and analyzing the interplay between these two terms and the FTCA’s contractor exclusion, illuminate how the foregoing analytical framework is to be applied. *See Logue v. United States*, 412 U.S. 521 (1973); *United States v. Orleans*, 425 U.S. 807 (1976).

In *Logue*, the petitioners were the parents of a Federal inmate who had committed suicide while he was confined in the Nuences County jail in Corpus Christi, Texas. The county had contracted with the Federal government to house federal prisoners in its jail. The petitioners sought recovery for the death of their son under the FTCA. The district court held the United

²⁴(...continued)

28 U.S.C. § 2679(a), *originally enacted in Federal Tort Claims Act of 1946*, chap. 753, title IV, § 423, 60 Stat. 846, *repealed and reenacted with minor changes in phraseology*, Act of June 25, 1948, chap. 646, 62 Stat. 984.

²⁵ *See* Irvin M. Gottlieb, *The Federal Tort Claims Act – A Statutory Interpretation*, 35 Geo. L.J. 1, 10 (1946) (“The term ‘Federal agency’ expressly excludes any contractor with the United States, thus showing a clear intent to preserve their ‘independent contractor’ status. This plain language negatives any possible contention that the United States intended to insulate the contractor from liability for its own tortious acts in the performance of work for the Government.”).

States liable both on the ground that the employees of the county jail were negligent, and on the further ground that the deputy U.S. marshal who had arranged for the decedent to be housed in the county jail should have made special arrangements for constant surveillance of the prisoner who he knew to be suicidal.

The Court of Appeals for the Fifth Circuit reversed on the grounds that under the FTCA's contractor exclusion, the county jail could not be considered to be a "Federal agency" and its employees therefore could not be considered to be "employees of a Federal agency," nor could the jail employees be considered to be "persons acting on behalf of a Federal agency in an official capacity." When the case reached the Supreme Court, it described the petitioners' alternative theories as follows:

For the Government to be liable for the negligence of an employee of the Nuences County jail, he must be shown to be an "employee of the Government" as that term is used in the Federal Tort Claims Act. Though petitioners do not always distinguish between their two theories, they appear to contend alternatively that the Nuences County jail is a "Federal agency" by reason of its contract for the care of federal prisoners, or that the employees of the jail are "acting on behalf of" the Bureau of Prisons or the Government in performing services for federal prisoners. The Court of Appeals rejected these contentions, and we believe that it was right in doing so.

Logue, 412 U.S. at 526.

Turning to the first of the petitioners' two theories – that the county jail was a "Federal agency" and that its employees therefore were, by definition, "employees of the Government" – the Supreme Court read the Court of Appeals' opinion "as treating the 'contractor' exemption from the definition of 'Federal agency' in § 2671 as adopting the common-law distinction between liability of an employer for the negligent acts of his own employees and his liability for the employees of a party with whom he contracts for a specified performance." *Id.* at 526-27.

The Court went on to note:

The courts of appeals that have had occasion to decide the question appear to have unvaryingly held that the “contractor with the United States” language of § 2671 adopts the traditional distinction between employees of the principal and employees of an independent contractor with the principal, and to have also held that the critical factor in making this determination is the authority of the principal to control the detailed physical performance of the contractor.

Id. at 528 (citing cases).

Noting that the statute which authorized the Bureau of Prisons to enter into contracts with state and local authorities to house federal prisoners clearly contemplated that the day-to-day operations of the contractor’s facilities were to remain in the hands of the contractor, the Supreme Court held:

The Court of Appeals’ conclusion that the deputy marshal had no authority to control the activities of the sheriff’s employees is supported by both the enabling statute and the contract actually executed between the parties. We agree with its resultant holding that the sheriff’s employees were employees of a “contractor with the United States,” and not, therefore, employees of a “Federal agency.”

Id. at 530.

As for the second of petitioners’ theories – that even though the County jail might not be a “Federal agency” and its employees therefore might not be “employees of [a] federal agency,” the jail’s employees nonetheless could be considered to be “persons acting on behalf of a Federal agency in an official capacity” – the Court noted that the dissenting judges in the Court of Appeals had “expressed the view that ‘when the Government decides that a particular individual should assume responsibilities virtually identical to those of a salaried Federal employee, there may well be some persuasive basis for the suggestion that such an individual’s breach of a specific statutory duty owed by the salaried employee to a specific class of persons should visit

identical liability upon the United States.” *Id.* at 531 (quoting *Logue v. United States*, 463 F.2d 1340, 1342-43 (5th Cir. 1972) (dissenting opinion)). The Court rejected this view, stating:

[W]e are not persuaded that employees of a contractor with the Government, whose physical performance is not subject to governmental supervision, are to be treated as “acting on behalf of” a federal agency simply because they are performing tasks that would otherwise be performed by salaried employees of the Government. If this were to be the law, the exclusion of contractors from the definition of “Federal agency” in § 2671 would be virtually meaningless, since it would be a rare situation indeed in which an independent contractor with the Government would be performing tasks that would not otherwise be performed by salaried Government employees.

Logue, 412 U.S. at 532.

In reaching this conclusion, the Court noted the paucity of legislative history regarding the purpose of the “acting on behalf of” language, but further noted that what legislative history did exist on this point supported the Government’s contention that the language was designed to cover only a limited number of special situations:

The legislative history to which we are referred by the parties sheds virtually no light on the congressional purpose in enacting the “acting on behalf of” language of § 2671. The long gestation period of the Act in the committees of Congress has been recounted in *Dalehite v. United States*, 346 U.S. 15, 24-30 (1953), and this lengthy period may have something to do with the paucity of helpful committee reports on this point. One of the more immediate antecedents of the bill that Congress enacted contained identical “acting on behalf of” language: “and persons acting on behalf of a Federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation.” H.R. 5373, 77th Cong., 2d Sess., § 101 (1942), *quoted in Hearings on H.R. 5373 and H.R. 6463 before the House Committee on the Judiciary*, 77th Cong., 2d Sess., ser. 13, p. 1 (1942). One of the appendices to the hearings on these bills compares the provisions of H.R. 6463, containing the “acting on behalf of” language, with previous drafts, and states that “‘Employee of the Government’ in the present bill is defined to include uncompensated or temporary officers or employees of the United States.” *Hearings, supra*, at 58. The committee’s observation thus affords some support to the Government’s contention that the language is designed to cover special situations such as the “dollar-a-year” man who is in the service of the Government without pay, or an

employee of another employer who is placed under direct supervision of a federal agency pursuant to contract or other arrangement.

Id. at 530-31.

Thus, in applying the terms “employee of the Government” and “Federal agency” in *Logue*, the Supreme Court determined that the individual employees of the Nuences County jail did not fit within the former term (*i.e.*, “employee of the Government”), and in doing so the Court further determined that the County itself was a “contractor with the United States” and, as such, was excluded from the definition of the latter term (*i.e.*, “Federal agency”).

The other leading Supreme Court decision applying these terms, *United States v. Orleans*, 425 U.S. 807 (1976), is in complete accord with *Logue*. The question presented in *Orleans* was “whether a community action agency funded under the Economic Opportunity Act of 1964 is a federal instrumentality or agency for purposes of Federal Tort Claims Act liability.” *Id.* at 809. The community action agency at issue in the case was named the Warren-Trumbull Council for Economic Opportunity, Inc. (“the Council”), and was a non-profit corporation that had been incorporated under Ohio law. At the time of the suit, it received all its funding from the Office of Economic Opportunity (“OEO”), a federal agency established under the Economic Opportunity Act, 42 U.S.C. § 2781 *et seq.*

One of the Council’s activities was operating the Westlawn Neighborhood Opportunity Center. Westlawn sponsored a recreational outing for neighborhood children, and the Council furnished a van for the outing. Since the van was not large enough to transport all the children, employees of the Council arranged for two young men from the area to drive some of the children to and from the outing in privately-owned automobiles. One of the children was injured

while returning from the outing when the car in which he was riding collided with a parked truck.

After exhausting their administrative remedies under the FTCA, the injured boy and his father instituted an action against the United States alleging that agents of the United States in charge of the outing were negligent in its organization and supervision. The United States moved for summary judgment on the ground that the Council and the Westlawn Neighborhood Opportunity Center were not instrumentalities or agencies of the United States within the meaning of 28 U.S.C. § 2671. As noted by the Supreme Court, the district court granted the Government's motion, holding that the Council "was a contractor with OEO, 'not a corporation acting as an instrumentality or agency of the United States,'" and also finding that employees of the Council and Westlawn were not federal employees. *Orleans*, 425 U.S. at 811 (quoting district court's unreported opinion).

The Court of Appeals for the Sixth Circuit reversed. *See Orleans v. United States*, 509 F.2d 197 (6th Cir. 1975). It concluded that the relationship between OEO and the Council met a number of the criteria for establishing that the Council was an independent contractor. Nevertheless, the Court of Appeals considered it more important that OEO, by withholding funding, had required the selection of a new chairman of the Council's board to reorganize the agency, and that OEO required the Council to comply with numerous regulations.

The Supreme Court reversed the judgment of the Court of Appeals. It noted that the FTCA "defines Government employees to include officers and employees of 'any federal agency' but excludes 'any contractor with the United States.'" *Orleans*, 425 U.S. at 814 (quoting 28 U.S.C. § 2671). The Court went on to observe that "[a] critical element in distinguishing an agency from a contractor is the power of the Federal Government 'to control the detailed physical

performance of the contractor.” *Id.* at 814 (quoting *Logue*, 412 U.S. at 528 (emphasis added)).

As noted by the Court:

Billions of dollars of federal money are spent each year on projects performed by people and institutions which contract with the Government. These contractors act for and are paid by the United States. They are responsible to the United States for compliance with the specifications of a contract or a grant, but they are largely free to select the means of its implementation. Perhaps part of the cost to the Government often includes the expense of public liability insurance, but that is a matter of either contract or choice. The respondents did not sue the community action agency itself. Similarly, by contract, the Government may fix specific and precise conditions to implement federal objectives. Although such regulations are aimed at assuring compliance with goals, the regulations do not convert the acts of entrepreneurs – or state governmental bodies – into federal governmental acts.

Orleans, 425 U.S. at 816.

After examining the provisions of the Economic Opportunity Act of 1964 and OEO’s implementing regulations, the Supreme Court concluded that “[n]othing could be plainer than the congressional intent that the local entities here in question have complete control over operations of their own programs with the Federal Government supplying financial aid, advice, and oversight only to assure that federal funds not be diverted for unauthorized purposes.” *Id.* at 818.

The Court therefore held that “the Warren Trumbull Council for Economic Opportunity and the Westlawn Neighborhood Opportunity Center are not federal agencies or instrumentalities, nor are their employees federal employees within the meaning of the of the Federal Tort Claims Act.”

Id. at 819.

Again, as in *Logue*, nothing in the Supreme Court’s opinion in *Orleans* even remotely suggests that entities, as opposed to individuals, can be considered to be employees of the government for purposes of the FTCA. Quite to the contrary, in determining whether liability could be imposed upon the United States under the FTCA, the Court in *Orleans* analyzed

whether the two local entities at issue, one of which was a non-profit corporation, could be considered to be “Federal agencies or instrumentalities.” Since neither entity acted as an instrumentality or agency of the United States, the Court concluded that the entities could not be considered “Federal agencies,” and their employees could not be deemed to be “employees of the Government.”

Thus, neither *Logue* nor *Orleans* supports the view that artificial entities can be considered to be Federal “employees” as that term is used in the FTCA. Instead, both decisions proceed on the premise that only individual human beings can be considered to be Federal “employees” whose negligence or other wrongdoing can be imputed to the United States for the purpose of imposing liability under the FTCA. This premise, which reflects the notion that the United States (like any other artificial entity) can act only through the agency of human beings, is implicit in the very language and structure of the FTCA itself. *See, e.g., Jackson v. United States*, 196 F.2d 725, 726 (3d Cir. 1952), *quoting* 28 U.S.C. § 1346(b) (“We think it obvious that the government can only act, or for that matter omit to act, through the agency of some human being. The statute in so many words says, in imposing liability, ‘personal injury * * * caused by the negligent or wrongful act or omission of any employee of the government’ * * *.”); *see also Schid v. United States*, 273 F.2d 172, 174 (7th Cir. 1959), *quoting United States v. Trubow*, 214 F.2d 192, 196 (9th Cir. 1954) (“An omission to act when chargeable to the United States [under the FTCA] is an omission of its agent or agents since the United States can only act through the ‘agency of some human being.’”).

3. Defendants’ Reliance on the Dictionary Act’s Default Definition of the Word “Person” is Misplaced Because the Context of the FTCA’s Definition of the Term “Employee of the Government” Indicates that the Reference Therein

to “Persons” Includes Only Natural Persons.

It is against this backdrop that the Defendants’ primary argument must be assessed. Defendants contend that an artificial entity can fit within the FTCA’s definition of the term “employee of the Government,” and specifically that an artificial entity can fit within that part of the definition that encompasses “persons acting on behalf of a Federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation.” 28 U.S.C. § 2671. In support of this contention, Defendants invoke the provisions of the so-called Dictionary Act, which provides in relevant part:

In determining the meaning of any Act of Congress, *unless the context indicates otherwise* –

* * * the word[] “person” include[s] corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals * * *.

1 U.S.C. § 1 (emphasis added).

Defendants are correct that the Dictionary Act is the proper lens through which to consider their contention, but they are wrong in asserting that application of the Dictionary Act supports the conclusion that corporations and other artificial entities can be “persons who act on behalf of a Federal agency in an official capacity, while temporarily or permanently in the service of the United States.” As the Dictionary Act expressly states, its default definitions apply “unless the context indicates otherwise.” The Supreme Court explained how to determine whether the “context indicates” that a departure from the Dictionary Act’s definition is justified in *Rowland v. California Men’s Colony, Unit II Men’s Advisory Council*, 506 U.S. 194 (1993).

“‘Context’ here means the text of the Act of Congress surrounding the word at issue, or the texts of other related congressional Acts.” *Id.* at 199. “A focus on statutory text, however,

does not preclude reasoning from statutory purpose.” *Id.* at 211 n.12. *Rowland* also explained how strongly the context must “indicate” that the meaning of a word is something other than what the Dictionary Act’s default definition provides before a deviation from that definition is authorized. The question is “a matter of judgment, but * * * ‘indicates’ certainly imposes less of a burden than, say, ‘requires’ or ‘necessitates.’” *Id.* at 200. Instead, the statute authorizes a court to deviate from one of the Dictionary Act’s default definitions “in the awkward case where * * * the definition in 1 U.S.C. § 1 seems not to fit. There it is that the qualification ‘unless the context indicates otherwise’ has a real job to do, in excusing the court from forcing a square peg into a round hole.” *Ibid.*

As will now be demonstrated, the context of the FTCA’s definition of the term “employee of the Government” indicates (indeed, it compellingly demonstrates) that the Dictionary Act’s default definition of “person” is inapplicable, and that the reference in the definition to “persons acting on behalf of a Federal agency” is intended to include only natural persons. Numerous contextual indicators support this conclusion.

First, as has been noted, 28 U.S.C. § 2671 defines “employee of the government” so as to subsume five categories of persons within the definition: (1) “officers or employees of any federal agency”; (2) “members of the military or naval forces of the United States”; (3) “members of the National Guard while engaged in training or duty pursuant to [certain provisions of Title 10, United States Code]; (4) “persons acting on behalf of a federal agency in an official capacity”; and (5) “any officer or employee of a Federal public defender organization [except when engaged in certain activities during the performance of certain duties].”

Categories (1), (2), (3), and (5) all encompass only natural persons. That these categories

include only individual human beings suggests that category (4), *i.e.*, “persons acting on behalf of the federal government,” should likewise be construed to encompass only natural persons. Reading the statute in this manner is supported by “the principle of statutory construction known as *noscitur a sociis*, that ‘several items in a list shar[ing] an attribute counsels in favor or interpreting the other items as possessing that attribute.’” *Adams v. United States* 420 F.3d 1049, 1054 (9th Cir. 2005), *quoting Beecham v. United States*, 511 U.S. 368, 371 (1994).

Defendants relegate their discussion of this point to a footnote in their brief. They do not dispute that all the other categories subsumed within the definition of “employee of the Government” encompass only natural persons, and instead argue that the principle of *noscitur a sociis* has no relevance because there is no ambiguity. Even if Defendants were right in arguing that this principle of statutory construction applies only where the statutory text is ambiguous, their argument is unavailing. Ambiguity exists when the statutory text is susceptible to at least two plausible interpretations. *See Gutierrez de Martinez v. Lamango*, 515 U.S. 417, 434 (1995).

As we have already demonstrated, and as shall further demonstrate in the remainder of this brief, the reading of the statute the United States urges the Court to adopt not only is a plausible one, but is compellingly supported by the statutory text, structure, and legislative history of the FTCA. Thus, if Defendants are correct in asserting that the statutory text is not ambiguous, their assertion is correct only because the reading of the statute that Defendants themselves are advocating is an implausible one.

Second, further contextual indication that the term “employee of the Government” encompasses only natural persons is provided by the pronouns Congress utilized when it referred to government employees in the statute. Whenever referring to government employees in the

FTCA (including within 28 U.S.C. § 2671, which contains the definition of the term “employee of the Government,” as well as in the Westfall Act itself), Congress invariably used the pronouns “him” or “his.”²⁶

Pursuant to another provision of the Dictionary Act, of course, when used in federal statutes words that import the masculine gender are presumed to include the female gender as well, unless the context indicates otherwise. *See* 1 U.S.C. § 1. The Dictionary Act, however, establishes no rule of construction that words importing the masculine gender also include the neuter gender. When Congress wishes to provide that words importing the masculine gender also import the neuter gender, it says so explicitly. *See* 33 U.S.C. § 902(22) (providing that for purposes of the Longshore and Harbor Workers Compensation Act, masculine-gender words

²⁶ *See* 28 U.S.C. § 1346(b)(1) (waiving immunity of United States with respect to claims for personal injury, death, or injury or loss of property caused by an act or omission of any employee of the Government “while acting within the scope of *his* office or employment”); *id.* § 2671 (defining term “[a]cting within the scope of *his* office or employment,” in case of member of military or naval forces of United States or members of the National Guard while engaged in training or duty pursuant to specified statutes, to mean “acting in the line of duty”); *id.* § 2672 (conferring on head of each federal agency authority to settle claims for personal injury, death, or injury or loss of property caused by an act or omission of any employee of the agency “while acting within the scope of *his* office or employment”); *id.* § 2675(a) (requiring exhaustion of administrative remedies before institution of action upon a claim against the United States for personal injury, death, or injury or loss of property caused by an act or omission of any employee of the Government “while acting within the scope of *his* office or employment”) *id.* § 2679(b)(1) (specifying that remedy against United States provided by the FTCA for injury or loss of property or personal injury or death caused by an act or omission of any employee of the Government “while acting within the scope of *his* office or employment” is exclusive of any other civil action or proceeding against the employee whose act or omission gave rise to the claim); *id.* § 2679(c) (providing that the Attorney General shall defend any action brought against “any employee of the government or *his* estate,” requiring that the employee deliver “all process served upon *him* or an attested true copy thereof to *his* immediate supervisor or to whomever was designated by the head of *his* department,” and requiring the supervisor or designee to promptly furnish copies of all pleadings and process to various officials, including “to the head of *his* employing Federal agency”); *id.* § 2679(d)(1)-(3) (repeatedly referring to certifications that defendant employee “was acting within the scope of *his* office or employment”) (all italics added).

include both feminine *and neuter*).

Being male or female is, of course, an attribute of human beings. Artificial entities, on the other hand, are neither male nor female, and in English usage such entities are typically referred to by using neuter-gendered pronouns such as “it” and “its.” *See Webster’s Third New International Dictionary* at 1202 (1993 ed.) (noting that the word “it” is used as a neuter pronoun in reference to inanimate things).

Further evidence that Congress was following the usual conventions of English usage is provided by the pronouns it used when referring to a “Federal agency” in the FTCA. In contrast to its use of masculine gendered pronouns whenever it referred to an “employee of the Government,” when referring to a “Federal agency,” a term which is defined to include various artificial entities (including those corporations which primarily act as instrumentalities and agencies of the United States), Congress used the neuter-gendered pronouns “it” or “its.”²⁷

Third, Congress used the word “corporation” only once in the entire FTCA, and did so in defining the term “federal agency” to include certain corporate entities, *i.e.*, those “corporations primarily acting as instrumentalities or agencies of the United States.” 28 U.S.C. § 2671. Thus, a corporation may be a “federal agency” under the statute, and its employees therefore may be “employee[s] of the government.” *See Logue*, 412 U.S. 521; *Orleans*, 425 U.S. 807. This treatment of corporations in the first unnumbered paragraph of 28 U.S.C. § 2671 (defining “federal agency”), immediately followed by the second unnumbered paragraph, which defines the

²⁷ *See* 28 U.S.C. § 2673 (requiring head of each federal agency to report to Congress all claims paid by “it” under FTCA); 28 U.S.C. § 2679(a) (providing that authority of any federal agency to sue or be sued in “its” own name shall not be construed to authorize suits against such agency on claims which are cognizable under FTCA).

term “employee of the Government” to include “employees of [a] federal agency,” or “persons acting on behalf of federal agency,” constitutes still further structural evidence that the word “persons” as it is used in the definition of “employee of the Government” is not intended to encompass corporations.

Fourth, in enacting the Westfall Act, Congress expressly excepted two categories of suits from the immunity conferred on Federal employees by the statute. *See* 28 U.S.C. § 2679(b)(2). The first exception provides that the immunity conferred by the Westfall Act does not apply to actions brought against government employees “for violation of the Constitution of the United States.” 28 U.S.C. § 2679(b)(2)(A). Such actions can only be brought against individuals, and cannot be maintained against corporations.²⁸ The second exception expressly provides that the Westfall Act does not apply to an action against a government employee “which is brought for a violation of a statute of the United States under which such action against an *individual* is otherwise authorized.” 28 U.S.C. § 2679(b)(2)(B) (emphasis added). These statutory exclusions provide convincing contextual indication that the Westfall Act itself was intended to apply only to individuals. *See Adams*, 420 F.3d at 1053.

Defendants, however, point out that the word “individual,” used in the Westfall Act’s second exception, also appears in another place in the FTCA, and that as used there it has been construed to encompass corporations. *See* 28 U.S.C. § 2674 (liability of United States under FTCA is same as that of “a *private individual* under like circumstances”) (emphasis supplied);

²⁸ *See, e.g., FDIC v. Meyer*, 510 U.S. 471, 483-86(1994) (damages action for violating Constitution cannot be maintained against Federal agency directly, and will lie only against *individual* Federal officers); *Correc. Servs. Corp. v. Malesko*, 534 U.S. 61, 70-74 (2001) (cause of action seeking damages for violating Constitution cannot be maintained against private corporation which contracted with Federal agency to house federal prisoners).

see also 28 U.S.C. § 1346(b) (the United States is liable under FTCA for acts or omissions of government employees within scope of their employment under circumstances where “a private person would be liable in accordance with the law of the place where act or omission occurred”); *Rayonier, Inc. v. United States*, 352 U.S. 315, 318 (1957) (United States is liable under FTCA when applicable state’s law “would impose liability on private persons or corporations under similar circumstances”); *United States v. Olson*, 546 U.S. 43, 46 (2005) (the FTCA “requires a court to look at the state-law liability of private entities” when assessing the liability of the United States).

But Defendants’ argument that the word “individual” should be construed identically in the two different sections of the FTCA does not bear scrutiny. It is well established that, while the courts “presume that ‘identical words used in different parts of the same act are intended to have the same meaning,’” *United States v. Cleveland Indians Baseball Club Co.*, 532 U.S. 200, 213 (2001), *quoting Atlantic Cleaners & Dyers, Inc. v. United States*, 286 U.S. 427, 433 (1932), “the presumption ‘is not rigid,’ and ‘the meaning [of the same words] well may vary to meet the purposes of the law.’” *Ibid.*, *quoting Atlantic Cleaners & Dyers, Inc.*, 286 U.S. at 433 (bracketed matter added by the Court). Indeed, “[m]ost words have different shades of meaning and consequently may be variously construed not only when they occur in different statutes, but when used more than once in the same statute or even in the same section.” *Environmental Defense v. Duke Energy Corp.*, 549 U.S. 561, 574 (2007), *quoting Atlantic Cleaners & Dyers, Inc.*, 286 U.S. at 433.

The purpose of 28 U.S.C. § 2674, of course, is to establish the standard by which the liability of *the United States* under the FTCA is to be determined. And as Congress itself stated

when it enacted Westfall Act, the FTCA makes the United States responsible for the torts of its employees “in the same manner in which the common law historically has recognized the responsibility of *an employer* for the torts committed by its employees within the scope of their employment.” Pub. Law 100-694, § 2(a)(2), 102 Stat. 4563, *reprinted in* 28 U.S.C. § 2671 note (emphasis added). It is in this sense, and in this sense only, that the liability of the United States under the FTCA is like that of a “private corporation” under State law.²⁹

In construing the “private individual” and “private person” language of the FTCA, moreover, the Supreme Court’s focus has been on the word “private,” and it has repeatedly held that the Government’s liability under the FTCA must be determined by reference to the law governing the liability of *private* persons (be they individuals or corporations), rather than by reference to the law governing the liability of governmental bodies or municipal corporations. *See United States v. Olson*, 546 U.S. at 45-46; *Rayonier, Inc. v. United States*, 352 U.S. at 318-19; *Indian Towing Co. v. United States*, 350 U.S. 61, 64-65 (1955).

The purpose 28 U.S.C. § 2679(b)(2)(B), on the other hand, is completely unrelated to the purpose served by the FTCA’s “private individual” and “private person” language. Instead,

²⁹ *See generally* *Hearings before Subcommittee No. 1 of House Judiciary Committee on H.R. 7236*, 76th Cong., 3d. Sess., 16 (1940) (testimony of Alexander Holtzoff, Special Assistant to Attorney General, concerning bill drafted by Department of Justice which contained language identical to the “private individual” language currently in 28 U.S.C. § 2674) (“[This bill] would give the citizen who is injured by the tort of a Government officer, subject to the exceptions contained in the bill, the same right to sue the Government that he would have to sue a private corporation if he were hurt by an employee of a private corporation.”); *Hearings before Subcommittee of Senate Judiciary Committee on S. 2690*, 76th Cong., 3d. Sess., 44 (1940) (colloquy between member of subcommittee and Mr. Holtzoff concerning Senate version of bill containing this language, during which Mr. Holtzoff agreed with member’s observation that the government employee, rather than the Government itself, actually commits the tort, and further observed that in this respect, “the Government is like a corporation”).

as the Supreme Court has noted, the purpose of the second of the Westfall Act's two express exceptions was to "preserv[e] employee liability . . . for actions brought under a federal statute authorizing recovery against the individual employee." *United States v. Smith*, 499 U.S. 160, 173 (1991). Thus, there is no basis for importing into the Westfall Act the construction that has been placed on the "private individual" and "private person" language in other provisions of the FTCA.

Fifth, Congress's creation of immunity not only for government employees, but also for their "estates," further indicates that in enacting the Westfall Act, Congress contemplated that the term "employee of the government" would encompass only natural persons. Specifically, the Westfall Act provides that the remedy against the United States "is exclusive of any other civil action or proceeding for money damages by reason of the same subject matter against the employee whose act or omission gave rise to the claim *or against the estate of such employee.*" 28 U.S.C. § 2679(b)(1) (emphasis added). This paragraph goes on to provide: "Any other civil action or proceeding for money damages arising out of or relating to the same subject matter against the employee *or the employee's estate* is precluded without regard to when the act or omission occurred." *Ibid.* (emphasis supplied). The next subsection uses similar language when it instructs that "[t]he Attorney General shall defend any civil action or proceeding brought in any court against any employee of the Government *or his estate* for any such damage or injury." 28 U.S.C. § 2680(c) (emphasis added).³⁰

The word "estate" as used in these provisions obviously refers to "the collective assets

³⁰ This latter provision actually became part of the FTCA in 1961 through the enactment of the Federal Drivers Act, and was left unaltered by the Westfall Act.

and liabilities of a dead person,”” *see Adams*, 420 F.3d at 1053, *quoting Black’s Law Dictionary* 567 (7th ed. 1999), demonstrating yet again that Congress was thinking only in terms of natural persons when it enacted both the Westfall Act (and the earlier Federal Drivers Act). *See id.* at 1053 (“By assuming employees have estates, Congress must have been thinking only in terms of natural persons.”)

Defendants attempt to explain away the significance of the protection Congress afforded to employees’ estates, first by arguing that some corporations (*i.e.*, those in bankruptcy) do indeed have estates. But this is just a semantical game. The purpose of the provisions allowing an employee’s estate to invoke the Westfall Act and the Federal Drivers Act obviously was to ensure that the immunity conferred by those statutes would not be lost if the employee whose act or omission gave rise to the claim died either before a suit was instituted or while one was pending. Corporations, which are inanimate entities, obviously do not have “estates” in the sense in which the word is used in the statute.³¹

Defendants’ further argument, which is based on the language of 28 U.S.C. § 1346(b) permitting suits to be brought against the United States under the FTCA for “injury or loss of property, or personal injury or death,” also is meritless. Defendants point out that while corporations can neither “die” nor suffer “personal injury,” they may suffer “injury or loss of property,”

³¹ As already noted, the Federal Drivers Act was intended to relieve government employees whose duties included the operation of motor vehicles of the burden of purchasing liability insurance to protect themselves from suits which were brought and judgments which were obtained directly against them for work related accidents. *See Carr v. United States*, 422 F.2d at 1008, 1112. If the immunity conferred by the statute were to be lost in the event that the employee died before a suit was commenced or while one was pending, then employees would still have felt it was necessary to purchase liability insurance so as to protect their families from the dissipation of their estates as a result of lawsuits and judgments in the event of their deaths.

and they clearly are entitled to bring suits under the FTCA. Defendants contend that this somehow demonstrates that the Court of Appeals' logic in *Adams* was flawed. But while any given claimant may, of course, assert claims under the FTCA for an "injury or loss of property," and a corporation is certainly capable of suffering an "injury or loss of property," and therefore can assert such a claim under the FTCA, any given "employee of the Government" whose act or omission has given rise to a claim will be either *alive* or *dead* at the time a suit is brought or while it is pending, attributes that no corporation possesses since it is an inanimate entity.

Sixth, Congress's purpose in passing the Westfall Act was to protect federal employees from personal liability. See Pub. Law 100-694, § 2, 102 Stat. 4563, 4563 (1988), *reprinted in* 28 U.S.C. 2671 note. According to Congress:

It is the purpose of this Act to protect Federal employees from *personal liability* for common law torts committed within the scope of their employment, while providing persons injured by the common law torts of Federal employees with an appropriate remedy against the United States.

Id. § 2(b) (emphasis added).

Congress's Findings underscore that protecting Federal employees from "personal tort liability" was Congress's overriding purpose:

- "Recent judicial decisions, and particularly the decision of the United States Supreme Court in *Westfall v. Erwin*, have seriously eroded the common law tort immunity previously available to Federal employees." *Id.* § 2(a)(4).
- "This erosion of immunity of Federal employees from common law tort liability has created an immediate crisis involving the prospect of *personal liability* and the threat of protracted *personal tort litigation* for the entire Federal workforce." *Id.* § 2(a)(5).
- "The prospect of such liability will *seriously undermine the morale and well being* of Federal employees, impede the ability of agencies to carry

out their missions, and diminish the vitality of the Federal Tort Claims Act as the proper remedy for Federal employee torts.” *Id.* § 2(a)(6) (emphasis added).

- “In its opinion in *Westfall v. Erwin*, the Supreme Court indicated that the Congress is in the best position to determine the extent to which Federal employees should be *personally liable* for common law torts, and that legislative considerations of this matter would be useful.” *Id.* § 2(a)(7) (emphasis added).

These Findings demonstrate that Congress was motivated by concern about possible personal liability for federal employees, not the potential liability of corporate entities. The specter of tort suits cannot “seriously undermine the morale” of artificial entities. *Id.* at § 2(a)(6); *see also Adams*, 420 F.3d at 1054 (relying on these findings to conclude a corporation could not be an “employee of the government”). Congress expressed no concern about corporate contractors declining to do business with the United States for want of immunity or about the cost of corporate contractors’ liability insurance premiums.³²

³² The situation confronting corporate contractors with respect to the purchase of insurance is completely different than that of individual Government employees. Unlike Government employees, whose modest salaries are fixed by law, corporations whose business includes contracting with the Federal Government. Such contractors typically include the cost of purchasing insurance when they negotiate the price they will charge the Government for their services. *See United States v. Orleans*, 425 U.S. at 816 (noting that the cost to the Government may include a contractor’s expense in procuring liability insurance); General Accountability Office, 1 *Principles of Federal Appropriations Law* (3d ed. 2006), chap. 4, § 10a at p. 4-175 (noting that “the government frequently pays for insurance indirectly through contracts, grants, and leases,” but further noting that unless statutory authority to the contrary exists, “appropriated funds are not available for the purchase of insurance to cover * * * the liability of government employees”). As this treatise explains:

A contractor will normally procure a variety of insurance as a matter of sound business practice. This may include hazard insurance on its property, liability insurance, and workers’ compensation insurance. The premiums are part of the contractors’ overhead and will be reflected in its bid price. When this is done, the government is paying at least a part of the insurance cost

(continued...)

Seventh, because 28 U.S.C § 2671’s definition of “employee of the government” not only defines who is eligible to ask for certification under the Westfall Act, but also defines the scope of the United States’ waiver of its sovereign immunity, it is to be narrowly construed. *See Means v. United States*, 176 F.3d 1376, 1378-79 (11th Cir. 1999) (invoking principle of strict construction of waivers of sovereign immunity in construing term “employee of the government” under the FTCA). The United States waived its sovereign immunity only as to claims “for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any *employee of the Government* while acting within the scope of his office or employment .” 28 U.S.C. § 1346(b)(1). *See Berkman v. United States*, 957 F.2d 108, 113 (4th Cir. 1992) (the United States has waived its immunity “for the tortious conduct of its employees, and only its employees”). Thus, any doubt as to the meaning of the term “employee of the Government” must be resolved against construing it expansively.

These multiple contextual features, individually and together, strongly indicate that Congress did not intend that the phrase “persons acting on behalf of a federal agency” to include corporations, and that the Dictionary Act’s definition of “person” therefore does not apply.

4. *Adams v. United States Is Not Alone in Its Holding that the Term “Employee of the Government” Does Not Include Artificial Entities, Nor is This Holding Against the Weight of Authority.*

Defendants mount an all-out attack on the Court of Appeals’ decision in *Adams v. United*

³²(...continued)

indirectly. Since the risks covered are not the risks of the government, there is no objection to this “indirect payment” nor, if administratively determined to be necessary, to the inclusion of an insurance stipulation in the contract.

Id., § 10c at p. 4-183 to 4-184.

States, arguing that *Adams* should not be followed because (1) it supposedly is alone in its holding that the term “employee of the Government” is limited to natural persons, and (2) this holding supposedly is against the weight of authority.

Even at the time Defendants’ brief was filed, their assertion that *Adams* was alone in its holding was insupportable. While *Adams* does represent the only appellate-level decision to have engaged in an extended analysis of whether artificial entities are encompassed within the term “employee of the Government,” the Seventh Circuit gave short shrift to an artificial entity’s attempt to invoke the Westfall Act in another case decided more than two years ago, flatly stating that “a corporation could not be a federal ‘employee’ on any understanding.” *Daniels v. Libery Mut. Ins. Co.*, 484 F.2d 884, 886 (7th Cir. 2007) (per Easterbrook, J.).

Further, Defendants’ assertion has become even more inaccurate since their brief was filed. On September 28, 2009, in a case brought against several corporate affiliates of the current Defendant entities, the United States District Court for the Middle District of Florida expressly followed *Adams* when it denied those defendants’ petition for Westfall Act certification. See *McMahon, et al. v. Presidential Airways, Inc., et al.*, No. 6:05-cv-1002-Orl-JK (M.D. Fla. Sept. 28, 2009) (unpublished order at 4, denying corporate defendants’ petition for Westfall Act certification on the alternative ground that “a corporation is not an ‘employee of the government’ as that term is used in 28 U.S.C. §§ 2671, 2679”), citing *Adams*, 420 F.3d at 1054-55.

Defendants’ assertion that *Adams* is against the great weight of authority also is unsustainable. Indeed, of all the cases cited in Defendants’ brief, in only two were Westfall Act certifications actually issued on behalf of defendant entities. See *B&A Marine Co., Inc. v. American Foreign Shipping Co., Inc.*, 23 F.3d 709 (2d Cir. 1994); *Pervez v. United States*, 1991

WL 53852, Civ. No. 90-2336 (E.D. Pa. Apr. 9, 1991). In neither case did the United States – or any of the other parties – even argue that the term “employee of the Government” was limited to natural persons, and neither court purported to consider or decide that issue.³³

Thus, it is respectfully submitted that neither *B&A Marine* nor *Pervez* can meaningfully be said to have decided the issue of whether an artificial entity can be considered to be an “employee of the Government.” The better reasoned approach in such cases would have been to consider whether the defendant entity was a “Federal agency.” See *Schetter v. Housing Auth. of*

³³ Indeed, for a brief period after the Westfall Act became law, some components within the Department of Justice took the position that certifications could be issued under the Westfall Act on behalf of corporate defendants in cases in which employees of those corporations had rendered assistance to and acted in conformity with the directions of Federal law enforcement officers during undercover criminal investigations. *Pervez* was one such case in which a component of the Department actually issued a Westfall Act certification on behalf of defendant entities. In *B&A Marine*, the United States declined to issue a Westfall Act certification and opposed the substitution of the United States, but did not base its opposition on the fact that one of the defendants was a corporation. Following the Court of Appeals’ decision in *B&A Marine*, however, the Department abandoned its position that entities could be eligible for Westfall Act certification after concluding that the issuance of certifications on behalf of such defendants was incompatible with the text, structure, and legislative history of the relevant statutes, as well as with the controlling precedents construing these statutes. Since then, the Department has declined to issue such certifications or to seek the substitution of the United States in the place of corporate defendants in the absence of a specific statute which either expressly extends employee status to artificial entities (*e.g.*, Federally Supported Health Centers Assistance Act), or otherwise authorizes the substitution of the United States in particular classes of cases (*e.g.*, Atomic Testing Liability Act). See *Adams v. United States, supra*; *Jeanette McMahon, et al. v. Presidential Airways, Inc., et al., supra*; *Daniels v. Liberty Mut. Ins. Co.*, 2006 WL 2644949, Civ. No. 2:06-cv-213 (N.D. Ind. Sept. 14, 2006), *appeal dismissed*, 484 F.2d 884 (7th Cir. 2007); *see also Vallier v. Jet Propulsion Laboratory*, 120 F.Supp.2d 887 (C.D. Cal. 2000) (rejecting Government’s argument that term “employee of the Government” does not include corporations, but sustaining Attorney General’s refusal to issue certification on behalf of defendant corporations), *aff’d in unpublished opinion*, 23 Fed. Appx. 803, No. 00-56749 (9th Cir. Dec. 18, 2001) (declining to reach issue of whether “employee of the Government” includes only natural persons); *Diaz v. Res-Care, Inc.*, 2003 WL 1610771, Civ. Nos. 03 Civ. 0220 (LAK), 03 Civ. 0221 (LAK) (S.D. N.Y. Mar. 20, 2003) (rejecting corporate defendant’s challenge to Attorney General’s refusal to issue certification on its behalf without deciding whether term “employee of the Government” includes only individuals).

City of Erie, 132 F.Supp. 149, 153 (W.D. Pa. 1955). Such an approach is consistent not only with the text, structure, and legislative history of the FTCA, but also with the Supreme Court's decisions in *Logue* and *Orleans*.³⁴

Equally misplaced is Defendants' reliance on a handful of cases in which other courts have said something, usually in *dicta*, that Defendants contend is somehow inconsistent with *Adams*' holding. As in *B&A Marine* and *Pervez*, however, no party in any of these cases even argued that the term "employee of the government" was limited to individual human beings, nor did the courts in any of these cases engage in any analysis of that issue. *See, e.g., McKay v. United States*, 703 F.2d 464, 472 (10th Cir. 1983) (reversing district court's grant of summary judgment in favor of United States and remanding for trial to determine whether two corporate contractors responsible for operating Government-owned nuclear weapons plant were government employees within meaning of FTCA).³⁵

³⁴ In any event, *B&A Marine* and *Pervez* are both factually distinguishable from the instant actions. In both those cases, the Government specifically directed officers or employees of the defendant entities to engage in the very conduct that was alleged to be tortious. *See B&A Marine*, 23 F.3d at 711-12 (officials of Federal agency drafted letter containing allegedly defamatory statements, and instructed President of defendant entity to send letter on entity's letterhead); *Pervez*, 1991 WL 53852 at *5 (allegedly tortious actions of employees of defendant entities were all conducted under orders from and direct supervision of Federal law enforcement officer). Here, it is not alleged that the State Department directed the alleged perpetrators to fire their weapons at or inflict beatings on Iraqi citizens during the incidents at issue in the instant cases. To the contrary, Plaintiffs allege that the actions of the alleged perpetrators violated the State Department's use-of-force and deadly force policies

³⁵ A remand for a trial to determine whether artificial entities are government employees is not, of course, a holding that an artificial entity can be a government employee, particularly when no one has even argued that the term "employee of the Government" is limited to natural persons. It should be further noted that at the same time it reversed the summary judgment that the district court granted in favor of the United States, the Court of Appeals in *McKay* also reversed the summary judgments which had been granted in favor of the two corporate

(continued...)

When read carefully, moreover, many if not all of the cases on which Defendants rely do not stand for the proposition for which Defendants cite them. For example, Defendants argue that *State of Maryland for the Use of Pumphrey v. United States*, 176 F.2d 414 (4th Cir. 1949), held that a real estate firm that managed property under contract to a Federal agency was a government employee. The case held nothing of the sort. Instead, the Court of Appeals held that an individual named Dugan, who was a principal of the real estate firm, Pierre C. Dugan & Nephew (which may well have been a partnership), was a government employee. *See id.* at 419 (“[T]he evidence shows that Dugan was subject to the detailed supervision of the Public Housing Authority, and that in *his* contract for the management of the property *he* agreed to be bound by the regulations issued by the government * * *.”) (emphasis added).³⁶

³⁵(...continued)
contractors, each of whom had argued that it was an *alter ego* of the United States, and therefore was immune from tort liability. Another case cited by Defendants, *Motors Ins. Corp. v. Aviation Specialties, Inc.*, 304 F.Supp. 973, 979 (W.D. Mich. 1969), did find that a corporate contractor was a government employee, but again no one argued that only natural persons could be government employees. Curiously, although it concluded that the corporate contractor was a government employee in *Motors Ins. Corp.*, the district court proceeded to enter judgment in favor of the plaintiff against both the corporate contractor and the United States. Even at the time *Motors Ins. Corp.* was decided, however, the FTCA specifically provided that a judgment in an action against the United States under the FTCA constituted a complete bar to any action by the claimant against the employee of the government whose act or omission gave rise to the claim. *See* 28 U.S.C. § 2676. Thus, there is some reason to doubt that the district court meant that the corporate contractor was an “employee of the Government” as that term is used in the FTCA. The more likely explanation for the statements regarding the status of the corporate contractors in both *McKay* and *Motors Ins. Corp.* is that the courts either were using their terminology loosely, or conflating the terms “employee of the Government” and “Federal agency.”

³⁶ Similarly, Defendants argue that *Brooks v. A.R. & S. Enterprises, Inc.*, 622 F.2d 8, 12 (1st Cir. 1980), found that a corporate contractor was not a government employee, but suggests it did so only because the Government did not exercise day-to-day control over the contractor’s activities. In fact, the Court of Appeals applied precisely the same analytical framework that the
(continued...)

Finally, several of the cases cited by Defendants involved the status of individuals who had entered into contracts with the United States. *See, e.g., Patterson & Wilder Constr. Co. v. United States*, 226 F.3d 1269 (11th Cir. 2000); *Rodriguez v. Sarabyn*, 129 F.3d 760 (5th Cir. 1997); *Robb v. United States*, 80 F.3d 884 (4th Cir. 1996); *Charlima, Inc. v. United States*, 873 F.2d 1078 (8th Cir. 1989); *United States v. Becker*, 378 F.2d 319 (9th Cir. 1967). None of those decisions provide any support for Defendants' argument that the term "employee of the government" includes artificial entities.³⁷

D. Even if an Artificial Entity Could Be an "Employee of the Government" as that Term is Used in the FTCA, Neither BLTC nor Individuals BLTC Utilized to Perform its Contractual Obligations Could be Considered to be Government Employees Under the FTCA.

Here, as shown by the excerpts of the contractual documents that are attached to this

³⁶(...continued)

Supreme Court applied in *Logue* and *Orleans*, and it found that the *employees* of the corporate contractor were not government employees because the corporation was an independent contractor rather than a "Federal agency." *Id.* at 10-11. In any event, a holding that a corporate contractor was *not* a government employee is not tantamount to a holding that a corporation, as such, could be an "employee of the government." For this reason, Defendants' reliance on *Williams v. United States*, 50 F.3d 299, 307 (1st Cir. 1995), also is misplaced.

³⁷ To be sure, as these cases demonstrate, the United States enters into contractual relationships not only with corporations and other artificial entities, but also with individual contractors. In determining whether such an individual contractor fits within the FTCA's definition of an "employee of the Government," the courts frequently utilize the same tests or criteria that are used to determine whether, under the FTCA's contractor exclusion, a particular entity is either a "Federal agency" or a "contractor with the United States." *See, e.g., Leone v. United States*, 910 F.2d 46, 50 (2d Cir. 1990) (noting that *Logue* and *Orleans* involved determination of status of entities as "federal agencies," which is the "terminology specific to the FTCA," but concluding that same principles also governed determination of whether individual was "employee of the Government" or an independent contractor). It does not follow, however, that the same tests utilized by courts to distinguish between those individual contractors who are independent contractors and those who are government employees, if applied to entities could render a given entity an "employee of the Government." Rather, under the "terminology specific to the FTCA," such an entity would be a "Federal agency." *Leone*, 910 F.2d at 46.

brief, BLTC was responsible for directly supervising the individuals whom it retained to serve as members of the PRS Details it operated in Iraq pursuant to the WPPS II Base Contract and Task Order 6. BLTC and these individuals were, of course, required to follow detailed standard operating procedures in carrying out the personal protective missions assigned to them pursuant to the contract and task order, and also were required to adhere to the State Department's use-of-force policies.

However, requiring compliance with such standards and policies did not vitiate BLTC's status as an independent contractor, nor did the imposition of such requirements convert BLTC into either a "Federal agency" (which is the terminology that the FTCA actually uses in reference to artificial entities), or (as Defendants would have it) an "employee of the Government." *See Logue v. United States*, 412 U.S. at 529-30 (county jail was an independent contractor, rather than a "Federal agency," even though it had undertaken to provide custody for Federal prisoners in accordance with Bureau of Prisons rules and regulations which specified "standards of treatment for federal prisoners, including methods of discipline, rules for communicating with attorneys, visitation privileges, mail, medical services, and employment").³⁸

Defendants do not contend that agents of the State Department's Bureau of Diplomatic Security ("DS") were even present when the incidents which form the basis for Plaintiffs' claims occurred. Instead, the individual members of PRS Details operated by BLTC were directly supervised by BLTC supervisory personnel while conducting protective security operations, and

³⁸ Similarly, requiring that BLTC comply with strict specifications when recruiting, screening, retaining, and training the individuals it utilized to perform its contractual obligations under the contract and task order, and requiring that these individuals meet minimum qualifications imposed by the Department of State, did not convert BLTC into either a "Federal agency" or an "employee of the Government."

were under BLTC's direct supervision when the tortious acts for which Plaintiffs seek to recover damages in these actions were allegedly committed. Under such circumstances, the individuals who allegedly committed these tortious acts also could not be considered to be government employees under the FTCA. *See Logue*, 412 U.S. at 531 (individuals "whose physical performance is not subject to governmental supervision" cannot be considered to be "persons acting on behalf of a Federal agency in an official capacity" and therefore government employees under the FTCA); *Rodriguez v. Sarabyn*, 129 F.3d at 766 ("The 'acting on behalf of' language was meant to cover the 'dollar-a-year' who is in government service without pay or an individual who is directly supervised by a federal agency pursuant to an agreement."), *citing Logue*, 412 U.S. at 531-32.

E. Even if BLTC Could be Considered to be an "Employee of the Government," the Westfall Act's Protections Could Not be Further Extended to Defendant Erik Prince or to the Other Defendant Entities He Allegedly Owns and Controls.

Even if, despite its status as an artificial entity, BLTC could be considered to be an "employee of the Government," Defendants cite no legal authority in support of their request that Westfall Act certifications also be issued on behalf of Defendant Erik Prince and the Defendant entities other than BLTC that Mr. Prince allegedly owns and controls.

Defendants' discussion of Mr. Prince's supposed status as an "employee of the Government" and his entitlement to Westfall Act certification is confined to a single footnote in the brief filed in support of their Motion to Substitute the United States. *See* Defendants' Mem. of Law at 2 n.2 ("[S]ince Mr. Prince's liability, if any, is wholly derivative of the liability of the corporate defendants (*see* Consolidated Memorandum in Support of Motions to Dismiss, at 41-42), certifications that the corporate defendants were government employees will preclude the

imposition of liability on Mr. Prince as well.”) (docket #55-1). In the cross-referenced discussion that appears in the brief filed by Defendants in support of their motions to dismiss, Defendants in turn argue that Mr. Prince should be dismissed from the lawsuits because Plaintiffs have alleged no grounds for piercing the corporate veil.

And while Defendants devote a great deal of the brief filed in support of their Motion to Substitute the United States to arguing that artificial entities, as such, can be considered to be government employees, the brief says not a word about why any of the Defendant entities other than BLTC should be considered to be an “employee of the Government” in these actions. Indeed, in the brief filed in support of their motions to dismiss, Defendants argue that all the Defendant entities other than BLTC – the company that entered into the contract with the State Department – should be dismissed from this action, again because Plaintiffs have alleged no grounds for piercing the corporate veil. *See* Defendant’s Consolidated Mem. in Support of Motions to Dismiss, at 42 (docket #38-1).

Even if a legally sufficient basis to allow *Plaintiffs* to pierce the corporate veil exists, however, there is no basis for allowing *Defendants* to do so, which is essentially what Defendants are asking the Court to do by issuing certifications on behalf of not only BLTC, but also Mr. Prince and the other Defendant entities he allegedly owns and controls. “[I]ncorporation’s basic purpose is to create a distinct legal entity, with legal rights, obligations, powers, and privileges different from those of the natural individuals who created it, who own it, or whom it employs.” *Cedric Kushner Productions Ltd. v. King*, 533 U.S. 158, 163 (2001), *citing United States v. Bestfoods*, 524 U.S. 51, 61-62 ((1998); *Burnet v. Clark*, 287 U.S. 410, 415 (1932).

It is, moreover, a fundamental legal precept that corporate entities “will not be

disregarded where those in control have deliberately adopted the corporate form in order to secure its advantages.” *Schenley Distillers Corp. v. United States*, 326 U.S. 432, 437 (1946). “One who has created a corporate arrangement, chosen as a means of carrying out his business purposes, does not have the choice of disregarding the corporate entity in order to avoid [its disadvantages].” *Ibid.*; accord *Terry v. Yancey*, 344 F.2d 789, 790 (4th Cir. 1965).

Here, those in control of the various Defendant entities adopted a particular corporate arrangement, chosen as a means of carrying out their business purposes, and they do not now have the choice of disregarding the various corporate entities they created and through which they carried on business. Accordingly, even assuming that BLTC itself could be considered to be an “employee of the Government,” no legal basis exists for extending the protections of the Westfall Act beyond BLTC to Mr. Prince or to any of the other Defendant entities he allegedly owns and controls.

F. Even Assuming that One or More Defendants is an “Employee of the Government,” None of the Defendants Has Carried Their Burden of Proving that They Were Acting Within the Scope of their Supposed Federal Employment.

As Defendants themselves recognize, in order to be entitled to obtain Westfall Act certification and the substitution of the United States as the party Defendant in these actions, not only must it be demonstrated that each Defendant was an “employee of the Government,” but also that Defendants were acting within the scope of their supposed employment at the time of the incidents on which Plaintiffs claims are based. Here, even assuming that one or more of the Defendants was an “employee of the Government,” Defendants have not carried their burden of proving that they were acting within the scope of their supposed Federal employment.

When the Attorney General certifies that the defendant employee was acting within the

scope of his employment. the Attorney General's certification is conclusive if not challenged. See *Gutierrez de Martinez v. Drug Enforcement Admin.*, 111 F.3d 1148, 1153 (4th Cir. 1997). If, however, the plaintiff challenges the Attorney General's certification, the certification constitutes prima facie evidence that the defendant employee was acting within the scope of his employment at the time of the incident alleged in the complaint, and shifts the burden to the plaintiff to prove otherwise by a preponderance of the evidence. *Ibid.*³⁹

When, however, the defendant employee challenges the Attorney General's refusal to certify that he was acting within the scope of his employment at the time of the incident alleged in the complaint, the defendant employee bears the burden of proving by a preponderance of the evidence that he was acting within the scope of his employment. See *Green v. Hall*, 8 F.3d 695, 698 (9th Cir. 1993); *Lyons v. Brown*, 158 F.3d 605, 610-11 (1st Cir. 1998).

Here, in challenging the Attorney General's refusal to certify that they were acting within the scope of their supposed Federal employment, Defendants have not denied that the incidents alleged in the complaints actually took place, or even contested Plaintiffs' characterization of those incidents, or Plaintiffs' allegations concerning Defendants' own alleged wrongdoing in

³⁹ Defendants cite the Court of Appeals decision in *Gutierrez de Martinez* with regard to another issue, namely, what law should be applied to determine whether the defendant employee was acting within the scope of his employment when his acts or omissions occurred in a foreign country. In *Gutierrez de Martinez*, the court applied Virginia law in determining whether the defendant employee's actions, which took place in a foreign country, were within the scope of his employment, but did so on the basis of the parties' stipulation. *Id.* at 1156 n.6. Here, because Plaintiffs are seeking to hold Defendants directly liable for their own allegedly negligent or wrongful acts or omissions, much or all of which may have taken place within the United States rather than in a foreign country, the choice-of-law issues presented in *Gutierrez de Martinez* may well not be presented. If the Court must reach the issue of what law should be applied to determine whether acts or omissions which occurred in a foreign country were within the scope of Defendants' supposed Federal employment, the United States respectfully requests that the Court direct the parties to submit supplemental briefs addressing that issue.

connection with those incident.

The only evidentiary materials submitted by Defendants in support of their Motion to Substitute the United States are excerpts of the contractual documents contained in their Redacted Appendix. These materials are plainly insufficient to carry Defendants' burden of proving that they were in fact acting within the scope of their employment at the time of the incidents alleged in the complaints.⁴⁰ On the current record, therefore, Defendants have not shown that they are entitled to demand the substitution of the United States as the party defendant in these actions.

VI. CONCLUSION

For the reasons stated, Defendants' Motion to Substitute the United States as the Defendant should be denied.

Respectfully submitted,

TONY WEST
Assistant Attorney General
NEIL H. MacBRIDE
United States Attorney
PHYLLIS J. PYLES
Director, Torts Branch
Civil Division

/s/

R. JOSEPH SHER
Assistant United States Attorney
Telephone: (703) 299-3747

⁴⁰ If, for example, Defendants did in fact actively encourage personnel serving as members of PRS Details operating in Iraq to fire indiscriminately on innocent Iraqis without justification, as Plaintiffs have alleged, Defendants clearly would not have been acting within the scope of their supposed Federal employment in offering such encouragement. The United States does not mean to suggest that there is a factual basis for these allegations. Defendants, however, have not contested them, and they therefore must be assumed to be true for purposes of Defendants' Motion to Substitute the United States.

Fax: (703) 299-3983
E-mail: joe.sher@usdoj.gov

/s/

JAMES G. TOUHEY, JR.
Assistant Director
Torts Branch, Civil Division
Telephone: (202) 616-4292
Fax: (202) 616-5200
E-mail: james.touhey@usdoj.gov

PHILIP D. MacWILLIAMS
Trial Attorney
Torts Branch, Civil Division
United States Department of Justice
P.O. Box 888, Benjamin Franklin Station
Washington, D.C. 20044
Telephone: (202) 616-4285
Fax: (202) 616-4292
E-Mail: phil.macwilliams@usdoj.gov

Attorneys for the United States of America

Certificate of Service

I certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send a notification of such filing (NEF) to the following counsel of record:

Susan L Burke, Esq.
sburke@burkeoneil.com
Burke O'Neil LLC
1000 Potomac Street
Washington, D.C. 20007
Counsel for Plaintiffs

Peter H. White, Esq.
pwhite@mayerbrown.com
Mayer Brown LLP
1909 K Street N.W.
Washington, D.C. 20006-1101
Counsel for Defendants

/s/

R. JOSEPH SHER
Assistant United States Attorney
Telephone: (703) 299-3747
Fax: (703) 299-3983
E-mail: joe.sher@usdoj.gov

UNITED STATES' EXHIBIT 1

PRINCE GROUP

October 12, 2007

Mr. James H. Thessin
Deputy Legal Advisor
United States Department of State
Washington, D.C. 20520

Subj: Tender of Complaint for Damages in *Estate of Himoud Saed Atban v. Blackwater USA, et al.*, No. 1:07-cv-01831 (United States District Court for the District of Columbia)

Dear Mr. Thessin:

Enclosed is a lawsuit filed yesterday in the United States District Court for the District of Columbia against Blackwater USA, alleging, *inter alia*, that, "On September 16, 2007, heavily-armed Blackwater mercenaries working in Iraq began firing on a crowd of innocent civilians without justification, resulting in multiple deaths and injuries" (§2), "Blackwater provides armed forces to protect Department of State personnel in Iraq" (§14), and "Blackwater's negligence includes, but is not limited to, failing to take due case in hiring, failing to train, failing to supervise, failing to discipline, and failing to investigate reports of wrongdoing" (§22).

In my letter to you of October 10, 2007, I requested prompt guidance on what Blackwater's WPPS independent contractors involved in this incident (hereinafter "WPPS independent contractors") -- each of whom satisfies the statutory definition of an "employees of the government" -- needs to do under the current situation in order to place into motion the process whereby the Attorney General certifies "that the defendant employee was acting within the scope of his office or employment at the time of the incident out of which the claim arose," upon which certification "the United States shall be substituted as the party defendant." 28 U.S.C. §2679(d)(1).

The following facts are critical to an understanding of this matter, and form the basis for coverage under the Westfall Act. First, each of the Blackwater-affiliated individuals involved in the 16 September incident was a WPPS independent contractor "acting within the scope of his office or employment at the time of the incident out of which the claim arose." Moreover, on the face of the complaint it appears that none of the individuals WPPS independent contractors involved in the 16 September incident have been named as co-defendants only because the plaintiffs do not yet know their names: "The identities of the Blackwater employees [sic] who killed and injured innocent persons on September 16, 2007, are known to Blackwater and able to be discovered in this litigation" (§21). Even in the event no WPPS independent contractor is ever named as a co-defendant in



PRINCE GROUP

this lawsuit, the United States remains an indispensable party insofar as the lawsuit by its nature implicates the State Department's role in the events of September 16, 2007.¹

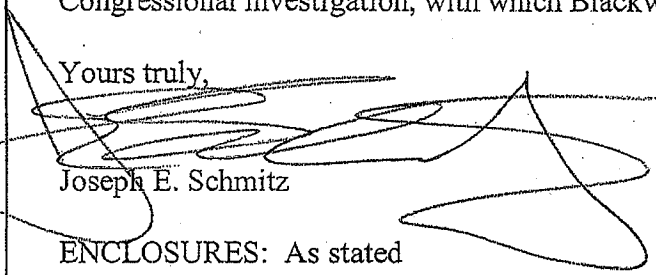
Accordingly, on behalf of its WPPS independent contractors involved in the 16 September incident, each of whom was acting as a statutory "employee of the government," Blackwater formally requests that the Department of State promptly seek a certification by the Attorney General that these WPPS independent contractors were "acting within the scope of [their] office or employment at the time of the incident out of which the claim arose." 28 U.S.C. §2679(d)(1). In conjunction with such certification, it is our understanding that, "the United States shall be substituted as the party defendant." 28 U.S.C. §2679(d)(1).

Alternatively, Blackwater requests that the State Department seek immediate intervention by the United States in the lawsuit filed yesterday to protect the interests of the United States, including but not limited to the integrity of the various ongoing investigations.

If someone other than you has been "designated by the head of his department to receive such papers," please promptly identify who that other designee is so that we might redirect this letter to that designee in order that "such person shall promptly furnish copies of the pleadings and process therein to the United States attorney for the district embracing the place wherein the proceeding is brought, to the Attorney General, and to the head of his employing Federal agency." 28 U.S.C. §2679(c).

As you know, Blackwater continues to cooperate with various authorities investigating this incident. As indicated in my letter of October 10, 2007, copy enclosed, Blackwater would appreciate any further guidance from the Department of State on how best to continue cooperating, as appropriate, while avoiding even the appearance of either impeding or compromising any of the related and ongoing investigations, including the Congressional investigation, with which Blackwater is cooperating.

Yours truly,



Joseph E. Schmitz

ENCLOSURES: As stated

¹ See Complaint, ¶45 ("Blackwater's actions on September 16, 2007, are being investigated by the Federal Bureau of Investigation"); see generally United States Small Business Administration Size Determination Memorandum *In re. Presidential Airways, Inc.*, Procurement N00033-05-R-1004, November 2, 2006 ("Blackwater hires the [WPPS] contractor[s] under the specific criteria determined by the Department of States (DOS) who then approves each candidate before employment is offered. Blackwater provides training then turns over the contractors to the DOS representative in the field. . . . Blackwater cannot supervise employment because of proximity (contractors are working outside this country) and contractor takes direction and orders from DOS or the government entity issuing the classified contracts.").



PRINCE GROUP

October 10, 2007

Mr. James H. Thessin
Deputy Legal Advisor
United States Department of State
Washington, D.C. 20520

Dear Mr. Thessin:

First of all, Blackwater would appreciate any guidance from the Department of State on how best to avoid even the appearance of either impeding or compromising any of the related and ongoing investigations, including the Congressional investigation, with which Blackwater is cooperating.

Based on yesterday's published reports that, "The Iraqi government wants U.S. security firm Blackwater to pay \$8 million in compensation to each of the families of 17 people killed in a shooting last month,"¹ combined with report of various "complaints [for] compensation" being filed with Iraqi police and/or "a local court,"² Blackwater hereby requests immediate guidance on how best to ensure that, "The Attorney General shall defend any civil action or proceeding brought in any court against any [Blackwater individuals associated with the September 16, 2007, incident] for any such damage or injury."³ All WPPS individuals associated with the September 16, 2007, incident were "persons acting on behalf of a federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation," and therefore, albeit independent contractors, nonetheless within the statutory definition of an "Employee of the government" (the statutory exclusion of "contractor" in which applies only to the definition of "Federal agency").⁴

¹ Reuters, "Top News Summary" (October 9, 2007) (<http://www.washingtonpost.com/wp-dyn/content/article/2007/10/09/AR2007100900175.html>).

² Sudarsan Raghavan, "Tracing the Paths of 5 Who Died in a Storm of Gunfire," Washington Post, p. A1 (October 4, 2007) (http://www.washingtonpost.com/wp-dyn/content/article/2007/10/03/AR2007100302646_pf.html).

³ 28 U. S. C. §2679(c) ("The Attorney General shall defend any civil action or proceeding brought in any court against any employee of the Government or his estate for any such damage or injury."). See *Osborn v. Haley*, ___ U.S. ___ (2007) ("The federal statute commonly known as the Westfall Act accords federal employees absolute immunity from tort claims arising out of acts undertaken in the course of their official duties, 28 U. S. C. §2679(b)(1), and empowers the Attorney General to certify that a federal employee sued for wrongful or negligent conduct 'was acting within the scope of his office or employment at the time of the incident out of which the claim arose,' §2679(d)(1), (2). Upon such certification, the United States is substituted as defendant in place of the employee, and the action is thereafter governed by the Federal Tort Claims Act.") (<http://www.supremecourtus.gov/opinions/06pdf/05-593.pdf>).

⁴ 28 U.S.C. § 2671 ("Definitions . . . 'Employee of the government' includes (1) officers or employees of any federal agency, members of the military or naval forces of the United States, members of the National Guard while engaged in training or duty under section 115, 316, 502, 503, 504, or 505 of title 32, and persons acting on behalf of a federal agency in an official capacity, temporarily



Specifically, Blackwater requests prompt guidance on what its WPPS independent contractors -- each of whom satisfies the statutory definition of an "employees of the government" -- needs to do under the current situation in order to place into motion the process whereby the Attorney General certifies "that the defendant employee was acting within the scope of his office or employment at the time of the incident out of which the claim arose," upon which certification "the United States shall be substituted as the party defendant." 28 U. S. C. §2679(d)(1). In this regard, the statute provides, "The employee against whom such civil action or proceeding is brought shall deliver within such time after date of service or knowledge of service as determined by the Attorney General, all process served upon him or an attested true copy thereof to his immediate superior or to whomever was designated by the head of his department to receive such papers and such person shall promptly furnish copies of the pleadings and process therein to the United States attorney for the district embracing the place wherein the proceeding is brought, to the Attorney General, and to the head of his employing Federal agency." 28 U. S. C. §2679(c).

Finally, in light of the Iraqi Government's published threat to "refer criminal charges to its courts within days,"⁵ Blackwater requests immediate guidance on how best to ensure that any Blackwater personnel or corporate affiliates subject to any such "criminal charges" -- or who might otherwise be subject to some "other civil action or proceeding for money damages arising out of or relating to the same subject matter" (28 U. S. C. §2679(b)(1)) -- are not only defended by the Attorney General (*see above*), but also, if they choose, able to consult with personal legal counsel. In this regard, we are grateful for the Bureau of Diplomatic Security responsiveness thus far in accommodating arrangements for private attorneys to be made available for Blackwater WPPS personnel in Baghdad.

We are looking forward to any guidance you can provide on both the statutory process described above as well as how best to avoid even the appearance of either impeding or compromising any of the related and ongoing investigations, including the Congressional investigation, with which Blackwater is cooperating.

Yours truly,



Joseph E. Schmitz

or permanently in the service of the United States, whether with or without compensation, . . ."); *see generally Logue v. United States*, 412 U.S. 521 (1973).

⁵ Sudarsan Raghavan and Steve Fainaru in Baghdad, "Iraq ready to charge security company," *The Sydney Morning Herald*, September 24, 2007 (<http://www.smh.com.au/news/world/iraq-ready-to-charge-security-company/2007/09/23/1190486137741.html>).

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Estate of Himoud Saed Atban
Baghdad, Iraq

Estate of Usama Fadhil Abbass
Baghdad, Iraq

Estate of Oday Ismail Ibraheem
Baghdad, Iraq

Talib Mutlaq Deewan
Baghdad, Iraq

Plaintiffs,

v.

Blackwater USA and all of its affiliated companies
and divisions, including Blackwater Security
Consulting, LLC, Blackwater Lodge and Training
Center, Blackwater Security Consulting,
Blackwater Canine, Blackwater Armor and Targets,
Blackwater Logistics, Blackwater Airships, Raven
Development, Aviation Worldwide Services,
Presidential Airways, Inc., Greystone Limited,
Total Intelligence Solutions LLC, and any other
corporations or companies doing business under the
Blackwater name
1650 Tysons Boulevard
Suite 800
McLean, Virginia 22102

The Prince Group LLC
1650 Tysons Boulevard
Suite 800
McLean, Virginia 22102

Erik Prince
McLean, Virginia 22102

Defendants.

Case No.

JURY DEMAND

Case: 1:07-cv-01831
Assigned To : Walton, Reggie B.
Assign. Date : 10/11/2007
Description: PI/Malpractice

COMPLAINT

1. This action is being brought against the individual and corporate entities who operate under the name "Blackwater." Blackwater in all of its various corporate incarnations is actually a single private company wholly owned and personally controlled by a man named Erik Prince. Blackwater earns billions of dollars selling mercenary services.

2. On September 16, 2007, heavily-armed Blackwater mercenaries working in Iraq began firing on a crowd of innocent civilians without justification, resulting in multiple deaths and injuries. Three Plaintiffs (Himoud Saed Atban, Usama Fadhil Abbass and Oday Ismail Ibraheem) were among those killed in this massacre; another (Talib Mutlaq Deewan) was among those seriously injured. This senseless slaughter on September 16, 2007, was only the latest incident in Blackwater's lengthy pattern of egregious misconduct in Iraq.

3. Blackwater created and fostered a culture of lawlessness amongst its employees, encouraging them to act in the company's financial interests at the expense of innocent human life. This action seeks compensatory damages to compensate the injured and the families of those gunned down and killed. This action seeks punitive damages in an amount sufficient to punish Erik Prince and his Blackwater companies for their repeated callous killing of innocents.

PARTIES

4. Plaintiff is the Estate of Himoud Saed Atban. Mr. Atban was a resident of Baghdad until he was shot to death by Blackwater on September 16, 2007. He was the father of three boys, four daughters, including a newborn baby daughter.

5. Plaintiff is the Estate of Usama Fadhil Abbass. Mr. Abbass was a resident of Baghdad until he was shot to death by Blackwater on September 16, 2007. He was the father of four children, two boys and two girls.

6. Plaintiff is the Estate of Oday Ismail Ibraheem. Mr. Ibraheem was a resident of Baghdad until he was shot to death by Blackwater on September 16, 2007. He was the father of three children, one boy and two girls.

7. Plaintiff Talib Mutlaq Deewan is a Baghdad resident who was seriously injured by Blackwater on September 16, 2007. He is the father of three boys and one daughter.

8. Defendant Blackwater USA is a privately-held corporation formed in 1996 or 1997. Blackwater operates under a variety of names and in a variety of corporate forms, including, but not limited to, Blackwater Security Consulting LLC, Blackwater Lodge and Training Center, Inc., Blackwater Canine, Blackwater Armor & Targets, Blackwater Logistics, Blackwater Airships, Raven Development, Aviation Worldwide Services, Presidential Airways, Inc., Greystone Limited, Total Intelligence Solutions LLC, and perhaps others. Reasonable discovery will establish that these entities are not actually separate and independent corporate structures and companies operating as distinct businesses. Rather, Blackwater in all of its various incarnations (hereinafter "Blackwater") is owned and personally controlled by Erik Prince through the vehicle of The Prince Group LLC.

9. Defendant The Prince Group LLC is a holding company that owns Blackwater in all of its various corporate incarnations. The Prince Group is owned by Erik Prince.

10. Defendant Erik Prince owns The Prince Group LLC, which is the holding company that owns Defendant Blackwater in its various incarnations.

11. Reasonable discovery will establish that Blackwater, The Prince Group LLC, and Erik Prince routinely conduct business and enter into contracts in this District. All three entities reside in McLean, Virginia.

JURISDICTION AND VENUE

12. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1332 (diversity jurisdiction); 28 U.S.C. § 1350 (Alien Tort Statute); and 28 U.S.C. § 1367 (supplemental jurisdiction).

13. Venue is proper pursuant to 28 U.S.C. § 1391(a)(3) and § 1391(b)(2).

BLACKWATER KILLED AND INJURED PLAINTIFFS AND OTHER INNOCENT BYSTANDERS ON SEPTEMBER 16, 2007

14. Blackwater provides armed forces to protect Department of State personnel in Iraq.

15. On or about September 16, 2007, Blackwater forces shot and killed multiple innocent civilians, including Himoud Saed Atban, Usama Fadhil Abbass and Oday Ismail Ibraheem, in and around a traffic circle known as Nisoor Square.

16. On or about September 16, 2007, Blackwater forces shot at and injured multiple innocent civilians, including Talib Mutlaq Deewan, in and around the same location.

17. As stated by a United States military official on site in Iraq, Blackwater's conduct "was obviously excessive, it was obviously wrong."

18. At the time of the shooting and killings in Nisoor Square, Blackwater was not protecting any State Department official. Blackwater had already dropped off the State Department official under its protection prior to arriving in Nisoor Square.

19. Blackwater had no legitimate reason to open fire on a crowd of innocent civilians. Blackwater began firing without any provocation.

20. One of Blackwater's own guards tried to stop his colleagues from indiscriminately firing upon the crowd of innocent civilians but he was unsuccessful in his efforts.

21. Blackwater is responsible for the actions of its heavily-armed employees acting in Iraq. The identities of the Blackwater employees who killed and injured innocent persons on September 16, 2007, are known to Blackwater and able to be discovered in this litigation.

22. Blackwater acted negligently and wrongfully by failing to prevent their employees from engaging in foreseeable and predictable wrongful acts. Blackwater's negligence includes, but is not limited to, failing to take due care in hiring, failing to train, failing to supervise, failing to discipline, and failing to investigate reports of wrongdoing.

**BLACKWATER PERMITS AND ENCOURAGES
EXCESSIVE AND UNNECESSARY USE OF DEADLY FORCE**

23. Blackwater has a pattern and practice of recklessness in the use of deadly force.

24. Blackwater has created and fostered a corporate culture in which excessive and unnecessary use of deadly force by its employees is not investigated or punished in any way.

25. An Army lieutenant colonel serving in Iraq made the following statement about Blackwater forces to a Washington Post reporter: "They are immature shooters and have very quick trigger fingers. Their tendency is to shoot first and ask questions later."

26. Another senior United States commander serving in Iraq made the following statement about Blackwater forces to Washington Post reporter: "They often act like cowboys over here, . . . not seeming to play by the same rules everyone else tries to play by." He further stated that they have a "record of recklessness."

27. Blackwater produced to the Congressional Committee on Oversight and Government Reform ("the Committee") approximately 437 internal "incident reports" that reveal that Blackwater forces in Iraq consistently use excessive and unnecessary force that results in unnecessary deaths and property damage.

28. Blackwater forces consistently and routinely engage in the preemptive and offensive, rather than defensive, use of lethal force. Blackwater's own incident reports reveal that Blackwater forces fire first in 84 percent of the self-reported incidents involving gunfire.

29. A few examples of Blackwater's recklessness suffice: On or about December 24, 2006, Blackwater killed the bodyguard of Iraqi Vice President Adil Abd-al-Mahdi. Blackwater killed the bodyguard by firing multiple shots from a Glock 9 mm pistol directly at him. The New York Times reported that the Blackwater employee who killed the bodyguard is named Andrew J. Moonen.

30. On or about October 24, 2005, Blackwater forces shot and likely killed an innocent civilian bystander. Blackwater forces did not even stop to ascertain whether he had been killed.

31. On or about June 25, 2005, Blackwater forces killed an innocent person standing on the side of the street by shooting him in the chest. He was the father of six children. Blackwater initially failed to report the shooting, and subsequently tried to cover it up.

32. Reasonable discovery is likely to produce evidence of additional killings by Blackwater. Reasonable discovery is also likely to produce evidence that Blackwater on one or more occasions attempted to cover up its killings by paying modest sums (e.g. \$15,000) to the families of those Iraqis whom Blackwater forces shot for no reason.

33. The Blackwater reports produced to the Committee reveal that Blackwater forces in Iraq repeatedly and frequently fire shots from moving vehicles without stopping to see if Blackwater has killed anyone.

34. The Blackwater reports produced to the Committee reveal that Blackwater employees repeatedly fail to report wrongful use of force, and consistently lie about excessive uses of force.

35. Reasonable discovery will establish that Blackwater significantly and consistently underreports excessive use of force by its employees in its own documentation. Two former Blackwater employees told a Washington Post reporter that the Blackwater documents produced to the Committee significantly underreported the actual number of shootings. One of these former Blackwater employees stated that his 20-person team in Iraq averaged four to five shootings per week.

36. Blackwater profits financially from its pattern and practice of misuse of deadly force.

37. Reasonable discovery will establish Blackwater heavily markets the fact that it has never had any American official under its protection killed in Iraq. Reasonable discovery will establish that Blackwater views its willingness to kill innocent people as a strategic advantage setting Blackwater apart and above other security companies.

38. Reasonable discovery will establish Blackwater was and is willing to kill innocent bystanders in order to preserve that "no death" statistic for marketing purposes. Blackwater benefits financially from its willingness to kill innocent bystanders.

BLACKWATER HIRES INDIVIDUALS KNOWN TO BE CRIMINALS

39. Blackwater has been hiring as mercenaries former military officials known to have been involved in human rights abuses in Chile. As reasonable discovery will establish, Blackwater knows that the former Chileans commandos hired by Blackwater received amnesty from punishment for their wanton disregard of human rights in exchange for being forbidden from taking part in any military or security activities in Chile.

40. Reasonable discovery is also likely to reveal that Blackwater has been hiring mercenaries from the Philippines, Chile, Nepal, Colombia, Ecuador, El Salvador, Honduras, Panama, Peru, Bulgaria, Poland, Romania, Jordan and perhaps South Africa. Reasonable discovery is likely to reveal that Blackwater hired foreign nationals without regard for the fact that they were forbidden by the laws of their country from serving as mercenaries.

41. Blackwater retains a sufficient number of mercenaries to be able to provide a willing buyer with a private army.

42. In 2003, Blackwater president Gary Jackson stated publicly Blackwater's vision: "I would like to have the largest, most professional private army in the world."

43. In March 2006, during a conference held in Amman, Jordan, Blackwater executive Cofer Black publicly declared that Blackwater was able to deploy a private brigade-sized force to any conflict or crisis zone.

BLACKWATER ACTIONS HARM THE UNITED STATES

44. Secretary of Defense William Gates has publicly announced that private mercenary companies, including Blackwater, are interfering with the military's ability to retain

trained soldiers because the companies entice soldiers to leave military service with offers of higher pay.

45. Blackwater's actions on September 16, 2007, are being investigated by the Federal Bureau of Investigation and the Iraqi government.

46. Blackwater's actions on September 16, 2007, have created serious and substantial difficulties for the United States' diplomatic relationship with Iraq.

47. Although Blackwater holds itself out as cooperating with the ongoing investigations, Blackwater initially refused to permit the United States access to its employees and compound after the September 16, 2007, killings.

48. Blackwater is being investigated by Congressional Committee on Oversight and Government Reform.

49. Blackwater is being investigated by the United States Attorney, Department of Justice, North Carolina. According to press reports, Blackwater is being investigated for having been involved in smuggling weapons into Iraq, which subsequently ended up in the hands of persons designated as terrorists by the United States government.

50. Two Blackwater employees have plead guilty to possessing stolen weapons. These Blackwater employees agreed to cooperate with the United States in investigation of these crimes.

51. Blackwater is harming the United States by its repeated and consistent failure to act in accord with the law of war, the laws of the United States, and international law.

52. Blackwater has earned more than one billion dollars (approximately \$1,024,519,018) from the United States during the years 2001 to 2006. Reasonable discovery is

likely to establish that Blackwater continues to earn millions of dollars in revenue from the United States.

53. The United States paid Blackwater these substantial sums based on Blackwater's misrepresentations that it was a legitimate company able to conduct itself in a lawful manner. But in fact, Blackwater operates extra-legally, providing heavily-armed mercenaries who flout the laws of this nation and the host nation, Iraq.

54. Blackwater encourages and fosters a culture of lawlessness amongst its employees.

55. Blackwater's actions and omissions resulted in unnecessary carnage and harmed the reputation of the United States throughout the world.

BLACKWATER DOES NOT HAVE A VALID CONTRACT WITH THE UNITED STATES

56. The Anti-Pinkerton Act, 5 U.S.C. § 1803, prohibits the United States from doing business with "[a]n individual employed by the Pinkerton Detective Agency, or similar organization." The legislative history of the Act makes it clear that a "similar organization" means any mercenary or quasi-mercenary organization.

57. Blackwater constitutes such a "similar organization" and therefore lacks any valid contractual relationships with the United States.

ERIK PRINCE OPERATES AND CONTROLS THE VARIOUS BLACKWATER ENTITIES AS HIS ALTER EGOS

58. Erik Prince and Al Clark jointly founded Blackwater. However, reasonable discovery will establish that Al Clark departed Blackwater in 2000 because Erik Prince was not willing to maintain reasonable standards of professionalism.

59. Reasonable discovery is also likely to establish that subsequent to Al Clark's departure, Erik Prince assumed complete and total control over Blackwater's operations.

60. Reasonable discovery is likely to establish that the various Blackwater corporate entities were formed merely to reduce legal exposures and do not operate as individual and independent companies outside the control of Erik Prince.

61. Reasonable discovery is likely to establish that the Prince Group LLC was formed merely to shield Erik Prince from any legal and financial consequences for his reckless indifference to the laws of this and other nations.

DAMAGES

62. Defendants are liable for the extrajudicial killing of Oday Ismail Ibraheem, Himoud Saed Atban and Usama Fadhil Abbass. Defendants are liable for the pain and suffering caused to these gentlemen, as well as the pain and suffering and loss of consortium caused to the family members of these gentlemen.

63. Defendants are liable for the physical and mental injuries caused to Plaintiff Talib Mutlaq Deewan.

64. Plaintiffs seek compensatory and punitive damages in an amount for each individual in excess of the jurisdictional amount set forth in 28 U.S.C. § 1332. Plaintiffs also seek any and all additional remedies (such as attorneys' fees) available under law and equity.

COUNT ONE CLAIM UNDER THE ALIEN TORT STATUTE – EXTRAJUDICIAL KILLING

65. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

66. Blackwater's deliberate killings of Oday Ismail Ibraheem, Himoud Saed Atban, and Usama Fadhil Abbass on or about September 16, 2007, were not authorized by the doctrine of self-defense.

67. Blackwater's deliberate killings of Oday Ismail Ibraheem, Himoud Saed Atban, and Usama Fadhil Abbass on or about September 16, 2007, were not authorized by a lawful judgment pronounced by a regularly constituted court affording all the judicial guarantees which are recognized as indispensable by civilized peoples.

68. Defendants' misconduct caused grave and foreseeable injuries (namely death) to Oday Ismail Ibraheem, Himoud Saed Atban, and Usama Fadhil Abbass.

69. Defendants are liable for their conduct that led to the extrajudicial killings.

70. Defendants are liable for the harm caused to the family members of the dead. The family members were forced to suffer – and continue to suffer – severe physical and psychological abuse and agony as a result of the extrajudicial killings.

**COUNT TWO
CLAIM UNDER THE ALIEN TORT STATUTE – WAR CRIMES**

71. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

72. Defendants' acts were deliberate, willful, intentional, wanton, malicious and oppressive and constitute war crimes.

73. Defendants' acts took place during a period of armed conflict.

74. Defendants committed war crimes against Plaintiffs.

75. Defendants are liable for their conduct that constitutes war crimes.

76. Defendants' misconduct caused grave and foreseeable injuries to Plaintiffs.

**COUNT THREE
ASSAULT AND BATTERY**

77. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

78. Defendants unlawfully intended to and did inflict immediate injury upon Plaintiffs.

79. Defendants intentionally assaulted, battered, and made other offensive contacts; and aided and abetted the assaulting, battering and offensively contacting, of the Plaintiffs.

80. Plaintiffs did not consent to the offensive contacts. Plaintiffs feared for their personal safety and felt threatened by Defendants' actions.

81. Defendants committed the assaults and batteries.

82. Defendants' acts caused grave and foreseeable damages to Plaintiffs.

**COUNT FOUR
WRONGFUL DEATH**

83. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

84. Defendants' wrongful acts and omissions caused the death of Oday Ismail Ibraheem, Himoud Saed Atban, and Usama Fadhil Abbass..

85. Defendants set the conditions, directly and/or indirectly facilitated, ordered, acquiesced, confirmed, ratified and/or conspired with others to act in the manner that led to the wrongful deaths.

86. The deaths of Oday Ismail Ibraheem, Himoud Saed Atban, and Usama Fadhil Abbass and other persons were the foreseeable result of Defendants' wrongful acts and omissions.

COUNT FIVE
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

87. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

88. Defendants intentionally inflicted severe emotional distress by way of extreme and outrageous conduct on Plaintiffs and their family members. Defendants intended or recklessly disregarding the probability that Plaintiffs would suffer emotional distress when directing offensive conduct toward Plaintiffs or carrying out offensive conduct while aware of Plaintiffs' and their family members' presence.

89. Defendants set the conditions, directly and/or indirectly facilitated, ordered, acquiesced, confirmed, ratified and/or conspired with others to inflict emotional distress on Plaintiffs.

90. Defendants' acts caused grave and foreseeable injuries to Plaintiffs and their family members.

COUNT SIX
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

91. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

92. Defendants negligently inflicted severe emotional distress on Plaintiffs and their family members.

93. Defendants breached a duty to Plaintiffs and others present at the scene of the killings and infliction of bodily injury.

94. Defendants' negligence directly and foreseeably harmed Plaintiffs.

**COUNT SEVEN
NEGLIGENT HIRING, TRAINING AND SUPERVISION**

95. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

96. Defendants acted negligently and directly harmed Plaintiffs by:

- (a) failing to take the appropriate steps in hiring proper personnel to perform services;
- (b) failing to properly screen personnel before their hiring;
- (c) failing to train personnel properly;
- (d) failing to investigate allegations of wrongdoing;
- (e) failing to reprimand for wrongful actions; and
- (f) negligently permitting repeated lawlessness by employees.

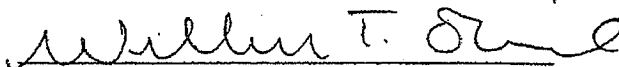
97. Defendants' negligence directly and foreseeably harmed Plaintiffs and their family members.

PRAYER FOR DAMAGES

98. Plaintiffs and their family members, acting when necessary through their Estates, are entitled to any and all remedies available to them as a result of the conduct alleged herein, including, but not limited to:

- (a) compensatory damages for death, physical, mental and economic injuries;
- (b) punitive damages in an amount sufficient to strip Defendants of all of the revenue and profits earned from their pattern of constant misconduct and callous disregard for human life; and
- (c) any attorneys' fees and costs permitted by law.

Date: October 11, 2007



Susan L. Burke (D.C. Bar # 414939)

William T. O'Neil (D.C. Bar # 426107)

Elizabeth M. Burke

Katherine R. Hawkins

BURKE O'NEIL LLC

4112 Station Street

Philadelphia, PA 19127

Telephone: (215) 971-5058

Facsimile: (215) 482-0874

Michael A. Ratner
Vincent Warren
CENTER FOR CONSTITUTIONAL RIGHTS
666 Broadway, 7th Floor
New York, NY 10012
Telephone: (212) 614-6439
Facsimile: (212) 614-6499

Shereef Hadi Akeel
AKEEL & VALENTINE, P.C.
401 South Old Woodward Avenue
Suite 430
Birmingham, MI 48009
Telephone: (248) 594-9595
Facsimile: (248) 594-4477

Counsel for Plaintiffs

UNITED STATES' EXHIBIT 2



→ Toole - L/C/D
United States Department of State
Washington, D.C. 20520
www.state.gov

October 16, 2007

By Telefax 571-633-9535

Joseph E. Schmitz
Chief Operating Officer & General Counsel
The Prince Group
1650 Tysons Boulevard, Suite 800
McLean, Virginia 22102

Dear Mr. Schmitz,

I am writing in response to your letters of October 10th and October 12th. Thank you for sharing the Complaint in *Estate of Himoud Saed Atban v. Blackwater USA, et al.*, which was filed in the U.S. District Court for the District of Columbia on October 11th. Upon receiving your letter of October 10th, we have been carefully considering your questions regarding Westfall Act, 28 U.S.C. §2679, certification.

Although the *Atban* suit has been filed against Blackwater, its affiliates, the Prince Group and Erik Prince, as you point out in your October 12th letter, no suit has been filed in the United States against the individual WPPS independent contractors. Corporate entities are not eligible for Westfall Act certification, *see, e.g., Adams v. U.S.*, 420 F.3d 1049, 1055 (9th Cir. 2005), and you have not suggested that Mr. Prince is an employee of the federal government who was acting within the scope of his employment in connection with this incident.

The Department of Justice does not consider Westfall Act requests unless and until a suit has been filed against an individual or individuals seeking certification. In the event a suit is filed against the individual WPPS independent contractors in the United States and those individuals request certification, please provide Jennifer Toole of our office (202-776-8441) or me with the pleadings and any information that you believe should be considered in regard to a request for certification.

In your October 10th letter, in addition to seeking guidance regarding U.S. litigation, you also sought guidance on representation, in the event these individuals are charged in a criminal suit or face a civil suit in Iraq. The Westfall Act does not apply to suits in foreign courts.

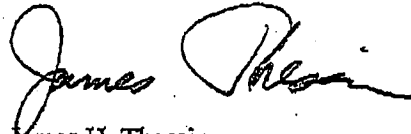
Individuals seeking Department of Justice representation in court should consult 28 U.S.C. § 517. The statute grants the Department of Justice the discretion to consider requests for representation of employees and, in very limited circumstances, non-

-2-

employees of the federal government. In the event a suit is filed against the individual WPPS independent contractors and they seek representation, please provide my office with the pleadings and any information you believe should be considered in regard to a request for representation under 28 U.S.C. § 517.

We welcome and support your efforts to cooperate with the ongoing investigations and your desire to avoid even appearing to impede or compromise the investigations. In the absence of any specific questions, we have no general guidance at this time regarding how Blackwater should conduct itself in connection with the investigations, beyond what I have already indicated in my letter of September 28, 2007.

Sincerely,



James H. Thossin
Deputy Legal Adviser

UNITED STATES' EXHIBIT 3

UNCLASSIFIED
RELEASED IN PART
B2

ml

Statement of Work
U. S. Department of State
Worldwide Personal Protective Services
Amendment 7

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

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

C.1 INTRODUCTION

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

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

C.1.2 BACKGROUND

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

C.1.3 BUREAU OF DIPLOMATIC SECURITY GOALS

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

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

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: CLARKE N ELLIS
DATE/CASE ID: 24 SEP 2009 S200900019

UNCLASSIFIED

C.1.4 GOALS OF THIS ACQUISITION

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

- High quality Contractor security and suitability screening of personnel.
- High Contractor retention of trained protective services (PRS) personnel, including instructors and PRS detail members.
- High quality Contractor leadership of PRS details.
- High quality personal protective services details.
- High quality instant, situational decision-making, e.g., response to threats.
- High quality capabilities of Contractor lead instructors (training instructors) and instructors.
- High quality Contractor training facilities and training of PRS personnel.
- High quality Contractor planning of PRS details, including establishing and adhering to schedules for all major milestones for screening, training, and deploying personnel.
- High quality Contractor planning for logistics in support of PRS details.
- High quality Contractor planning for accommodations for PRS personnel, including housing, recreation, feeding, etc.

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

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

C.1.5.1 HIGH-THREAT PROTECTION DIVISION

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

C.1.5.2 TASK ORDERS

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

C.1.5.3 MANAGEMENT OF PERSONAL PROTECTIVE SERVICE DETAILS

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

C.1.5.4 EVALUATION PERFORMANCE PERIOD, ASSESSMENT OF CONTRACTOR PERFORMANCE

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

UNCLASSIFIED

C.2 SCOPE

C.2.1 TYPES OF TASKS

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

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

C.2.2 RESOURCES

C.2.2.1 CONTRACTOR FURNISHED RESOURCES

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

C.2.2.2 GOVERNMENT FURNISHED RESOURCES

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

Incorporate FAR Clause 52.245-5 (Cost-Reimbursement, Time and Material, or Labor Hour Contract) Property provided under the order will be returned in the as received condition and shall not be modified unless otherwise specified in the task order requirements

Within 10 working days of receipt of equipment, Contractor will complete receipt inspection and Contractor will either accept the equipment or advise the COR in writing of reasons why in cannot be accepted. After this review and acceptance, the Contractor will be responsible for any damage to the equipment that is not a result of normal wear and tear.

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

Non-Expendable equipment, supplies or materials purchased by the Contractor for use under this contract, shall be considered to be Government furnished resources, and shall be entered into the inventory control system set up by the Contractor for Government furnished resources. The "end of contract" requirements

UNCLASSIFIED

that apply to Government furnished resources, particularly the requirement for "Disposition Instructions" applies to this equipment/material. It is desirable that the Contractor's system support/interface with the Dept. of State Property Control System.



B2

C.2.3 LOCATIONS OF PERFORMANCE

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

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

C.2.4 NUMBERS OF PROTECTIVE SERVICE DETAILS

As required, the Contractor shall provide and maintain more than one protective detail in a particular area, and if required simultaneously operate and maintain teams in different parts of the world.

C.3 APPLICABLE DOCUMENTS

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

C.4 SERVICE AREAS/PERFORMANCE REQUIREMENTS/NECESSARY CONDITIONS

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

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

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

UNCLASSIFIED

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

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

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

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

- c. **Definition of Necessary Conditions.** Each Service Area has one or more measurable performance requirements that address the primary results or outcomes desired for that area. Accompanying these performance requirements are supporting requirements, called Necessary Conditions, which must be met or complied with in order to achieve the results required by the performance requirement. Necessary Conditions often address the business rules within the contractual relationship, form, fit, function and interface requirements, mandated work processes, data formats, work hours, etc. None of the latter appears in the current statement of work. Necessary conditions may also be identified in Task Orders.
- d. **Definition of General Necessary Conditions.** In those instances where necessary conditions apply to all Service Areas, they are identified as General Necessary Conditions. In all other cases, a necessary condition applies only to the area in which it is identified

C.4.1 GENERAL NECESSARY CONDITIONS (GNC)

C.4.1.1 DS STANDARDS

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

C.4.1.2 AGENT IN CHARGE

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

C.4.1.3 INDEPENDENT ACTION AND COMBINED ACTION

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

C.4.1.4 CONTRACTOR'S POINT OF CONTACT

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

C.4.1.5 SECURITY

GNC No. 4.1.5: The Contractor shall:

- Obtain and maintain a TOP SECRET facility clearance for the duration of this contract. If necessitated by contract or Task Order requirements, ensure that Sub-Contractors and suppliers maintain the appropriate facility clearances.

UNCLASSIFIED

UNCLASSIFIED

- Ensure that all Contractor-provided PRS personnel and PRS support personnel maintain the required security clearances. Security clearance requirements for all PRS personnel and PRS support personnel are identified in Appendix J. (Note: The security clearance requirements in Appendix J may be modified at the Post-Award Conference or by individual Task Orders).
- Comply with the requirements and procedures for processing security clearance requests as identified in Appendix E.
- Provide information required by Attachment 3 to Appendix E for foreign relatives, friends, and associates of those personnel for which the Contractor is applying for security clearance for work under this contract.

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

C.4.1.6 OFFICIAL/DIPLOMATIC PASSPORTS

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

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

C.4.1.7 TRAVEL ARRANGEMENTS

GNC 4.1.7: The Contractor shall:

- Make all necessary travel arrangements for travel required of Contractor furnished PRS and PRS support personnel, including guard force, to and from post, for deployment, rest and recuperation (R&R) and end of tour.
- Submit all required travel documentation including but not limited to flight information, name of traveler, destination, passport number, travel dates to and from etc. to DS HTPOPS, AIC at least fifteen (15) working days prior to the planned departure date.

C.4.1.8 LAWS

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

C.4.1.9 COOPERATION

The Department of State intends on:

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

GNC No. 4.1.9: The Contractor shall:

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

UNCLASSIFIED

C.4.1.10 ADVANCE PARTIES

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

C.4.2 SERVICE AREA – PROTECTIVE SERVICE DETAILS

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

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

Detail complement and configuration may be adjusted at any time at the discretion of the appropriate DS Agent in Charge (AIC).

Details may include, but are not limited to, Counter Assault Teams, EDD dog teams, [redacted] [redacted] (see Appendix I).

B2

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

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

Performance Objective No. 4.2.1 – The Contractor shall:

- Protect designated principal(s) by providing armed, qualified protective services details as specified in the Task Order that satisfy the above Sub-Service Area. If ordered in the Task Order, the Contractor shall provide, in addition to other requirements of the Task Order, Counter Assault Teams [redacted] (See Appendix B for the roles, responsibilities and qualifications of PRS detail personnel and PRS support personnel.) (See Appendix C for the general qualifications of American Contractor Personnel.)
- Assign a dedicated in-country Contractor Project Manager, and provide each detail with a designated leader and the number of other protective security personnel as specified in the Task Order.
- As required, strictly adhere to established security measures.
- Ensure that Contractor assigned protective detail personnel are prepared to operate and live in austere, at times unsettled, conditions anywhere in the world. Ensure that the Contractor's

B2

personnel are fully apprised of these possibilities, and that they are fully willing to accept these living/working conditions.

Performance Measures	Performance Standards
a) Quality	100% as specified in the Task Orders
b) Qualifications of Personnel	100% qualified prior to assignment to any detail
c) Timeliness	100% within the schedules specified in the Task Orders.

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

C.4.3 NECESSARY CONDITIONS

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

C.4.3.1.1 RECRUITMENT

Necessary Condition No. 4.3.1.1 – The Contractor shall:

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

Performance Measures	Performance Standards
a) Quality of Recruitment Efforts	Contractor conducts awareness briefing of all applicants 100% of applicant resumes forwarded to the DS HTPOPS

C.4.3.1.2 SCREENING AND SELECTION

Necessary Condition No. 4.3.1.2 – The Contractor shall:

- Develop, submit to DS HTPOPS, and implement an applicant screening process that satisfies the requirements in Appendix F. DS reserves the right to approve or disapprove of an applicant screening process.
- Ensure that Contractor personnel engaged in the screening process are experienced screeners, e.g., demonstrated success in the difficult task of researching personnel information, verifying personnel histories, claimed backgrounds, etc.
- Upon receiving the results of the DS HTPOPS pre-screening, complete an investigation of each applicant for a PRS or PRS support position in accordance with the DS approved Contractor screening procedure.
- Screen out any applicant who does not meet the security and suitability qualifications required for the position to which the applicant has applied.
- Forward to the DS HTPOPS, only those applicants verified by the Contractor as meeting the screening requirements in this contract and each individual Task Order.

Performance Measures	Performance Standards
----------------------	-----------------------

a) Quality of Screening Efforts	100% conformance with approved screening procedures
---------------------------------	---

C.4.3.2 TRAINING

The Contractor shall ensure that only personnel satisfactorily trained in accordance with Department of State standards are used in the performance of work under this contract. This includes the completion of training before entering into work and maintaining that level of training throughout the performance of work under any specific Task Order. Training is valid for one year from the date of completion of training. Weapon requalification is required for all personnel per DS standards. Contractor shall submit to DS High Threat Protection (HTP) Operations documentation of successful completion of all training for all personnel under the task orders. Documentation requirement should be in accordance with Section C.4.6, Training Record, Title 4.6.e.

C.4.3.2.1 PERSONAL PROTECTIVE SECURITY TRAINING

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

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

Necessary Condition 4.3.2.1 – The Contractor shall:

- Establish and maintain the necessary personal protection security training capability in accordance with the specifications in Appendix G.
- Develop and submit completed training plans to DS for approval within 30 days of contract award.
- Conduct training in accordance with the DS training curriculum, DSTC Lesson Plans and DS-approved, Contractor Training Plans (see Appendix G).
- Ensure that only those individuals who have successfully completed the DS personal protection security training are employed on DS personal protection services details.
- Ensure that all retraining and/or re-certification of Contractor personnel is accomplished in-country, e.g., in the location in which the Contractor was tasked to provide the personnel protective service detail, unless otherwise directed by the COR.
- Ensure that all armed PRS detail members and armed guards are re-qualified on all required firearms on a quarterly basis using the prescribed courses of fire to DS standards. All re-qualification shall be documented on Qualification Record Forms (see Appendix H).

Performance Measures	Performance Standards
a) Quality of Training	100% training satisfies specifications in Appendix E. 100% in accordance with DS approved Contractor training plans 100% conducted by DS certified trainers
b) Timeliness	100% contractor developed training plans submitted to DS for approval within 30days of contract award. 99% contractor conducted training is completed within 5 days of scheduled completion dates.
c) Firearms qualification/re-	Minimum standard for

qualification standards	pistol/rifle/carbine, shotgun is 80%
d) Retrain/recertify personnel in-country	100% certification

C.4.3.2.2 RECRUIT, SCREEN, TRAIN, DEPLOY LOCAL NATIONAL/THIRD-COUNTRY NATIONALS

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

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

Train these personnel:

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

Performance Measures	Performance Standards
a) Quality	-100% as specified in the Task Orders
b) Qualifications of Personnel	-100% qualified prior to assignment to any detail
c) Timeliness	-100% on time and for the length of time specified in the Task Orders.

C.4.3.2.3 IN-COUNTRY/COUNTRY OF ORIGIN TRAINERS

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

Necessary Condition 4.3.2.3 - The Contractor shall:

- Provide the instructors necessary to comply with the requirements of 4.3.2.1 and 4.3.2.2.
- Ensure that only approved instructors are used for such training.

Performance Measures	Performance Standards
a) Quality of Instructors	-100% training satisfies specifications in Appendix G 100% in accordance with DS approved, contractor training plans.
b) Approved instructors	100% approved

C.4.3.3 ROTATION, REASSIGNMENT, AND REPLACEMENT

Necessary Condition 4.3.3 - The Contractor shall:

- Maintain a list of qualified (See Appendixes C and D) standby personnel who are immediately available for normal rotation or for replacement action in case of illness, injury, humanitarian, and/or other reasons.
- For a normal rotation, notify the DS HTPOPS, in writing, at least seven days in advance with the following rotation particulars:
 - DS Task Order Number
 - Detail location
 - Planned rotation date

UNCLASSIFIED

- For person rotating in:
 - Name
 - Labor category
 - Security clearance status
- For person rotating out:
 - Name
 - Labor category
 - Security clearance status

In the case of emergency substitution, the Contractor shall immediately notify COR and DS HTPOPS.

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

Note: Should a Contractor's employee be discharged or returned to the U.S. (or to a third country in the case of foreign nationals) due to dissatisfaction with the assignment or for unsatisfactory performance, the Contractor may be assessed a negative incentive in accordance with the Section H-15; deduction clause.

Contractor employees under this contract who terminate or resign from employment shall immediately surrender to RSO through the employer's project manager, common access card for Iraq, diplomatic passport, embassy ID card, country clearance and all issued documentation sponsored by Department of State for performance under this contract. Department of State sponsored country clearance shall immediately be terminated and employee shall immediately return to CONUS.

Performance Measures	Performance Standards
a) Maintenance of Standby PRS and PRS support Cadre	100% support of normal rotation
b) Timeliness in support of normal rotation	100% continuity of service 100% notification of COR within 7 calendar days with no more than 8 calendar days break in service.
c) Timeliness in Emergency Situations	100% immediate notification to COR

C.4.3.4 PRS INTELLIGENCE SUPPORT

Task Orders will identify those PRS details that will require intelligence support.

C.4.3.4.1 PROVIDE PRS INTELLIGENCE ANALYSTS

Necessary Condition 4.3.4.1 – The Contractor shall:

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

Performance Measures	Performance Standards
a) Quality	100% in accordance with the requirements in the Task Orders
b) Timeliness	100% within the schedule requirements of the Task Orders.

UNCLASSIFIED

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

C.4.3.4.2 INTELLIGENCE DATA SYSTEMS ENGINEERS

Necessary Condition 4.3.4.2 - The Contractor shall:

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

C.4.3.4.3 PROVIDE INTELLIGENCE UNIT LOGISTICAL SUPPORT

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

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

Performance Measures	Performance Standards
a) Quality	100% in accordance with the requirements in the Task Orders
b) Timeliness	100% within the schedule requirements of the Task Orders

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

C.4.3.5 TRANSLATOR/INTERPRETER SERVICES

C.4.3.5.1 TRANSLATOR/INTERPRETER

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

Necessary Condition 4.3.5.1 - The Contractor shall:

- Provide interpreter/translator services as required in delivery/tasks orders.
- Ensure that interpreters/translators are sufficiently fluent in English and the local language and/or dialects to ensure understanding and communications between protective services personnel and locals.

UNCLASSIFIED

- Ensure that interpreter/translator personnel are capable of passing the background security check as noted in Appendix J.
- Ensure that translators/interpreters meet the qualifications in Appendix B.

Performance Measures	Performance Standards
a) Quality of interpretation/translation services	100% - Based on validation of translation/interpretation
b) Timeliness	100% provided within 15 minutes of request for service

C.4.3.6 MEDICAL SUPPORT SERVICES

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

- Medical Officer (See notes below)
- Physician's Assistants
- Emergency Medical Technicians
- Facilities, equipment, and materials in support of medical personnel

Notes:

- a. The Task Order will identify whether the Medical Officer's primary location of performance is CONUS or at post. If CONUS, the Contractor shall arrange for reliable and rapid means of communication between the Medical Officer and the Physician's Assistants.
- b. If the Task Order identifies the Medical Officer's primary location as CONUS, the Contractor shall ensure that the Medical Officer travels periodically (to be determined by COR) to post and evaluates the medical support being provided to the PRS detail, Guard Force and PRS support personnel.

C.4.3.6.1 MEDICAL SUPPORT PERSONNEL

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

Performance Measures	Performance Standards
a) Quality	100% Medical Services provided in accordance with the Task Orders*
b) Timeliness	100% of medical support provided to support the standup of the PRS details and guard force.

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

C.4.3.6.2 MEDICAL FACILITY, EQUIPMENT AND MATERIAL SUPPORT

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

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

Performance Measures	Performance Standards
----------------------	-----------------------

UNCLASSIFIED

a) Quality	100% Medical facility availability in accordance with the Task Orders*
b) Timeliness	100% of medical facility availability to support the standup of the PRS details and guard force*

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

C.4.3.7 GUARD SERVICES

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

C.4.3.7.1 GUARD SERVICES - GENERAL

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

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

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

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

- Provide guard services to:
 - Control personnel and vehicle access to spaces/areas/buildings/compounds
 - Protect personnel and/or equipment therein
 - Patrol designated areas/routes/perimeters
 - Inspect and survey
 - Perform vehicle mobile patrol
 - Ensure that guard services satisfy the General Orders in the Task Order and the COR-approved, Contractor-prepared Post Orders
 - Ensure that the guard force personnel meet the requirements in Appendixes B, C, and D.
 - Ensure that the guard force maintains the following logs and records:
 - Operational Records. The Contractor shall provide a log for each post, consisting of a bound ledger, with lined paper and numbered pages. Post Orders will provide instructions for the posting of each log. The Contractor shall provide incident report forms for recording information regarding any incident at a post. The Contractor shall submit the design of this form in draft for approval by the COR.
 - Administrative Records. The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records, and training records on all employees working under the contract. The COR is authorized to examine the Contractor's administrative files. The Contractor shall maintain daily time and attendance records, which may be reviewed by the COR as required.
 - Explosive Detectors and/or X-Ray Inspection Records. The Contractor shall keep Explosive Detector maintenance logs on a daily, weekly, and monthly basis

UNCLASSIFIED

UNCLASSIFIED

following the Maintenance Log Book procedures provided by the manufacturer. X-ray repair maintenance records shall be maintained.

- The Contractor shall keep any additional logs as instructed by the COR.
- Ensure that guards' weapons are properly maintained, including:
- All weapons shall be cleaned weekly at a designated location:
 - Providing all cleaning supplies.
 - Weekly cleaning logs shall be maintained, listing each weapon by make, model, serial number, and the date on which it was cleaned.
 - Ensure that no weapons are misused, mishandled, or fired negligently.

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

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

Examples of where such guard services may be required are:

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

Performance Measures	Performance Standards
a) Quality	100% guard services provided as required by Task Orders* 100% in accordance with approved contractor prepared post orders
b) Timeliness	100% of guard services provided when required and at designated times

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

C.4.3.7.2 EXPLOSIVE ORDNANCE DETECTION (EDD /DOG AND DOG HANDLER) SERVICES

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

Necessary Condition 4.3.7.2 - The Contractor shall:

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

UNCLASSIFIED

UNCLASSIFIED

Performance Measures	Performance Standards
a) Quality of EDD services	100% in accordance with Task Orders*
b) Timeliness	100% within the schedules in the task orders

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

C.4.3.7.3 GUARD TRAINING

Performance Objective No. 4.3.7.3 - The Contractor shall:

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

Performance Measures	Performance Standards
a) Meet training requirement above and in Appendix L	100% Conformance

C.4.3.7.4 GUARD ELECTRONIC MONITORING SYSTEM (GEMS)

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

C.4.3.7.4.1 GEMS System Requirements

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

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

UNCLASSIFIED

- Separate codes shall be assigned to individual guards, supervisors, guard posts, and certain defined incidents or events to be contained on an incident card.

C.4.3.7.4.2 Designated GEMS Posts

Necessary Condition 4.3.7.4.2 – The Contractor shall:

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

C.4.3.7.4.3 GEMS Reports

Necessary Condition 4.3.7.4.3 - The Contractor shall:

- Use data collected in the system to generate reports for use by DS HTPOPS. At a minimum, the Contractor shall prepare and furnish to the RSO daily, weekly and monthly reports. The daily report shall include as a minimum:
 - Incident reports – including the date, time, location, and type of incident
 - Patrol summary – includes verification of supervisor rounds by checkpoint, noting time and date
 - Exception reports that display, for example, the failure to log checkpoint or completion of the route in the allotted time
- Ensure that the system has additional reporting capabilities to include summarizing the daily reports on weekly, monthly or annual basis. The software system shall have flexibility to develop custom reports and for the modifications of standard report formats.
- GEMS generated data/records shall be kept in accordance with FAR Section 4.7.

Performance Measures	Performance Standards
a) GEMS Capability/Availability	System meets all requirements 100% availability
b) Employ GEMS at designated posts	100% employment
c) Provide GEMS reports	100% of reports provided

C.4.3.7.5 MANAGEMENT OF GUARD FORCE

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

- Schedules
 - Prepare and maintain a Weekly Guard Post Schedule for all guard posts that lists the name of each previously approved guard to be assigned to each post and for each shift.
 - Provide the RSO or designee a copy of the Weekly Guard Post Schedule for all employees by 12:00 noon of the last day of the workweek for the upcoming workweek.
 - Ensure that the Weekly Guard Post Schedule shows the post number and location, the name of the guard assigned, and the shift assigned in terms of hours of the day.
 - Provide a copy of this schedule to the RSO or designee and each Guard shall receive his/her working schedule.
 - Notify the RSO or designee three days before any change of a permanent guard to a post.
- Guard Duty Hour Limits

UNCLASSIFIED

UNCLASSIFIED

- Ensure that no Contractor personnel are on duty for more than 12 consecutive hours in a 24 hour period, except under emergency conditions as authorized by the Contracting Officer (CO) or the COR.
- Ensure that the individual guard workweek does not exceed 72 hours.

- Relief Guards
 - Provide the security personnel at the posts identified in the Task Order fully trained and qualified relief personnel to allow for comfort, personal needs, stress, meals, or other required or requested absences from the assigned post.
 - Ensure that relief personnel are at the same category of labor as those personnel that are being relieved.
 - Provide this relief service to the Government at no additional charge.
 - Relief personnel are not required for some posts. The RSO or designee in coordination with the Contractor shall determine as to which post require relief personnel. For example, Guard Force Commander, Surveillance Detection Specialist, mobile patrol posts.
 - Ensure that specific guidance pertaining to administrative details, including supervisory responsibilities for scheduling and monitoring breaks and meals, are included in Post Orders.

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

- Supervision
 - Provide adequate on-site supervision of employees at all times a post is manned.
 - Ensure that a Contractor provided supervisor inspects each post during daylight hours at least twice, and three times during night hours.
 - Ensure that supervisor inspections assure that:
 - The post is properly manned.
 - The assigned guard is fully familiar with the General Orders and Post Orders.
 - The post log is properly maintained.

- Guard Muster
 - Conduct a muster of guards going on duty for purposes of inspection for proper uniform, equipment, review of current security problems, special instructions, and training, unless waived by the COR. The time required for this muster is in addition to that required to provide a timely relief for guards on post. The Contractor shall provide this muster at no additional charge.

Performance Measures	Performance Standards
a) Meet guard force management requirements	100% of requirements

C.4.3.8 LOGISTICAL SUPPORT

C.4.3.8.1 PRS DETAIL LOGISTICAL SUPPORT

C.4.3.8.1.1 Contractor-Provided Logistics

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

The Contractor may be required to procure armored vehicles for OCONUS. In those instances, the vehicles shall meet DS armored vehicle standards and shall be identified in the Task Orders.

UNCLASSIFIED

UNCLASSIFIED

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

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

B2

Notes:

- U.S. Embassy support personnel at the city/region of assignment may be asked to assist Contractor personnel in locating housing, but the cost of such housing shall be borne by the Contractor and shall be a contract billable item.
- In those instances where there is no local housing available, the Contractor shall construct housing for Contractor furnished protective service detail personnel. The design and cost of such housing shall be addressed in the logistics section of the Management Plan submitted in the proposal in response to the Task Order.
- If Government furnished vehicles are not available for official operational requirements, the Contractor may be authorized by the Task Order to rent or purchase vehicles.
- U.S. Government personnel may be needed to assist the Contractor in obtaining permission for personnel and certain equipment to enter the country.
- Government may provide housing, meals and life support as deemed necessary as specified in the task order.

Necessary Condition 4.3.8.1.1 – The Contractor shall:

- Find, arrange for, procure, pay for, and maintain all logistical support required for the Contractor provided PRS details if specified in the task order.

UNCLASSIFIED

UNCLASSIFIED

- If directed by the CO or COR, arrange for purchase/rental/lease of vehicles necessary for operational use.
- Conduct inventories and support Government conducted inventories.

Performance Measures	Performance Standards
a) Conduct and support of Government inventories	100% compliance
b) Timeliness	100% provide logistics within the schedules specified in the approved logistics management plan submitted in response to each Task Order*

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

C.4.3.8.1.2 Equipment Maintenance

- a. Vehicle Maintenance

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

(2) Vehicle Mechanic. Maintenance of PRS detail vehicles OCONUS shall be performed by a factory-certified vehicle mechanic(s), DS vetted, if required in the task order. Government will be responsible for the maintenance of PRS detail vehicles CONUS or as directed in the task order.

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

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

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

(b) Armory. The Contractor shall provide a DS approved armory for the secure storage of PRS detail weapons when not assigned to PRS detail members if required in the task order.

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

Necessary Condition 4.3.8.1.2 - The Contractor shall:

- Ensure that all Contractor furnished equipment and all Government furnished equipment provided to the Contractor for performance of work under this contract is maintained in fully operable condition, such that it shall be available for unrestricted service within the contract availability standards.
- Ensure that all repairs to ballistic glass or opaque armor return the glass or armor to DS approved specifications, using DS approved technicians.
- Ensure that ballistic glass is procured from DS approved manufacturers.

UNCLASSIFIED

UNCLASSIFIED

- Ensure that weapons are maintained by Contractor furnished, factory-certified, DS vetted armorers.
- Maintain adequate spares and parts to ensure that all equipment can be maintained and repaired in a timeframe consistent with the support of the mission.

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

- (1) The Government will reimburse the Contractor for repairs resulting from fair wear and tear to equipment/vehicles and damage sustained during protective service operations. All other maintenance/repair resulting from unauthorized use and abuse shall be at the Contractor's expense.
- (2) On average, it takes about forty-five (45) days from the issuance of a purchase order for ballistic glass, for the glass manufacturer to complete the order. The Contractor shall make the necessary delivery arrangements to transport the manufactured glass to the posts.
- (3) All ballistic glass will eventually delaminate. The Contractor must inspect the ballistic glass frequently. Once inspection notes any de-lamination, the vehicle most likely will still be usable (not necessarily dead-lined) for up to six (6) more months. The Contractor should closely monitor and take this slow degradation of the laminate into account when ordering ballistic glass.

Performance Measures	Performance Standards
a) Availability of Equipment	100% at the availability standard established in the approved Logistics Management Plans*

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

C.4.3.8.2 GUARD LOGISTICAL SUPPORT

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

- Uniforms - Duty clothing shall include summer and winter (cold weather) gear. Due to the possibility of weather extremes, the clothing issue should cover a variety of temperatures common to the area identified in the specific Task Order
- Load bearing vests
- Helmets
- Protective gear
- Utility belts, etc.
- Holsters, magazine pouches, etc.
- Accessories for Government furnished weapons
- Pepper spray
- Weapons vault
- Cell phones
- Handheld radios and chargers, if specified in the Task Order
- Laptop computers
- Miscellaneous specialized equipment, such as, flashlights, batons, etc.
- Guard Electronic Monitoring Systems (GEMS)
- Medical REACT equipment
-

B2

UNCLASSIFIED

UNCLASSIFIED

- Vehicles for mobile patrols, and other uses as directed by the CO or COR (e.g., REACT teams, administrative support, transporting Contractor provided guard personnel, shift changes, commuting to and from work, airport arrivals/departures, etc.)
- All office equipment and supplies
- All services, including, but not limited to telephone and telephone service
- All shelter
- All food
- All water
- Physical safety
- Health needs
- Morale needs
- All laundry services
- All housekeeping
- All sanitary solid waste management
- All maintenance or repair required for the foregoing

Notes:

- (1) U.S. Embassy support personnel at the city/region of assignment may be asked to assist Contractor personnel in locating guard housing, but the cost of such housing shall be borne by the Contractor and shall be a contract billable item.
- (2) In those instances where there is no local housing available, the Contractor shall construct housing for Contractor furnished guard personnel. The design and cost of such housing shall be addressed in the logistics section of the TOMP submitted in the proposal in response to the DS Task Order.

Necessary Condition 4.3.8.2 – The Contractor shall:

- Find, arrange, procure, pay for, and maintain all logistics support required for the Contractor provided Guard Force
- If requested by CO or COR, arrange for rental of vehicles necessary for operational use

Performance Measures	Performance Standards
a) Timeliness	100% in conformance with schedules specified in the approved Logistics Management Plan submitted in response to each Task Order*

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

C.4.3.8.3 INVENTORIES

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

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

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

C.4.3.8.4 TASK ORDER MANAGEMENT PLANS

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

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

Necessary Condition 4.3.8.4 – The Contractor shall:

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

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

Performance Measures	Performance Standards
a) TOMP's are prepared and submitted as shown in Appendix M	100% complete and in accordance with Appendix M
b) Timeliness	100% on time
c) TOMP's implemented as approved	100% implemented

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

C.4.4 SERVICE AREA – SPECIAL DOMESTIC SECURITY ASSIGNMENT

For special domestic security situations, such as, the annual United Nations General Assembly (UNGA) meetings held in New York City, or for long-term visits of heads of state or other foreign dignitaries, the Contractor may be required to provide protective personnel to augment the assigned Diplomatic Security Service detail. In those instances, American Contractor PSS personnel shall work with and respond to the general direction of DS Project Manager or DS designated AIC for the length of time and at the locations specified in the Task Order.

Performance Objective No. 4.4 – The Contractor shall:

- Provide qualified/trained protective security personnel to augment DS details for special domestic security assignments.
- Ensure that the PRS personnel are screened and trained in accordance with the requirements in Service Areas 4.3.1 and 4.3.2, above.
- Responsible for the provision of civilian (non tactical) clothing for domestic or CONUS protective details as specified in the Task Order.

Performance Measures	Performance Standards
a) Quality	100% qualified and trained 100% as specified in the Task Order
b) Timeliness	100% on time and for the length of time specified in the Task Order

UNCLASSIFIED

C.4.5 TRANSITION

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

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

- Develop and implement a plan for transition to the new Task Order and include it as a part of the TOMP required for the new Task Order
- Ensure that the transition plans address the following:
 - Plan for meeting with outgoing/incoming parties to:
 - Assess existing PRS and Guard Force arrangements, including site situation and environment, procedures, facilities, equipment, local government relationships, etc.
 - Co-develop plan for smooth transition of assets
 - Identify transition activities and schedule of transition milestones
 - Set a date for complete assumption of responsibilities
 - Plan for implementation of transition effort, including organization, roles and responsibilities, and necessary interfaces.

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

C.4.6 DELIVERABLES AND REPORTS

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

Government will provide report format, style, and numbering to the Contractor. The Government reserve the right to change any report format, style, and numbering for the duration of the contract/Task Order. The reports may include but not limited to the following information:

- Identification of the Task Order
- Identification of the PSS detail(s)
- Period of report
- Names of PSS personnel, starting with the project manager
- Average hours worked per week, per individual
- Significant events, activities, problems during the month
- Forecast for the next month, including ongoing or planned projects, personnel rotations, average hours projected to be worked per week, significant events, and activities, and training projections (initial training and re-qualifications)
- Incidents on a daily, weekly, quarterly and 6 month reporting basis

UNCLASSIFIED

UNCLASSIFIED

Table C 4.6.1 Deliverables and Reports

UNCLASSIFIED

UNCLASSIFIED

DELIVERABLES AND REPORTING REQUIREMENTS						
Report Title	Send To:	Reporting Schedule	Purpose	Minimum Approval Authority	Copies to:	Format
4.6.a Lesson Plans	DS HTP/OPS	In accordance with Appendix G & DS Guidance of Lesson Plan Requirements	Provides DS review and approval for training.	Contractor		Contractor provided
4.6.b Training Report	DS HTP/OPS	Start of Training Each Monday for the previous week. (If more than one week in duration.) End of Training (This Copy certifies students completing training have completed training as specified in SOW and Task Orders.	Provides DS/HTP/OPS with data to initiate ITO, passport, and related documentation for timely travel. Provides DS/HTP/OPS with documentation to terminate ITO, Passport, Visa, and related documentation processing. Provides data for to monitor training status and Task Order requirements	Contractor Training Rep		GOV Provided
4.6.c Personnel Dropped From Training	E-Mail to DS,HTP/OPS	Each incident of an individual removed from training	Ensure processing of documentation is terminated in a timely manner.			GOV Provided
4.6.d Training Records	DS HTP/OPS	Initiate records at start of training Forward copy (electronic) to DS/HTP/OPS at completion of training. Ensure copy of records are forwarded to independent contractor deployment location	Provides documentation of individual training criteria proficiency and completion. Instructor cadre is provided with opportunity to comment on individual's performance, weaknesses, and strengths.	Contractor Training Rep		GOV Provided
4.6.e Incident Report	DS HTP/OPS	Immediate	Submit information regarding: Operational incidents of weapons discharge, attack, injury, serious injury or death. Contractor incidents of negative nature Any incident that would reflect negatively on the U.S., Department of State, Contractor, or RSO Follow initial report with detailed follow up as investigation progresses and terminates.	Detail Leader	RSO	GOV Provided
4.6.f Daily Report	DS,HTP/OPS	Daily with information from preceding day.	Provides DS/HTP/OPS with data to maintain accurate accountability of personnel, and forecast WPPS personnel movements.	Detail Leader	RSO	GOV Provided
4.6.g Weekly Report	DS HTP/OPS	First Monday of each week with data from preceding week.	Recaps week's operational events and misc data reporting. Provides reminder of Incident Report follow-up. Provides Vehicle status data.	Detail Leader	RSO	GOV Provided
4.6.h Weekly Muster Report	DS HTP/OPS	First Monday of each week with data from preceding week	This is a detail muster sheet which provides data for monitoring of contract compliance and serves as documentation to validate contractor invoices		RSO	GOV Provided

UNCLASSIFIED

DELIVERABLES AND REPORTING REQUIREMENTS						
Report Title	Send To:	Reporting Schedule	Purpose	Minimum Approval Authority	Copies to:	Format
4.6.i Monthly Contract Performance Report	DS HTP/OPS	10th day of the Month with data from the preceding month.	Assessment of performance against specific Task Order requirements evaluated on the last day of the month.	Contractor Representative	RSO	GOV approved contractor format
4.6.j Monthly Operations Report	DS.HTP/OPS	10th day of the Month with data from the preceding month	Recap and Forecast of Operational issues	Shift Leader	RSO	GOV approved contractor format
4.6.k Inventory Report	DS HTP/OPS	Initial report upon receipt and inspection and the 10th day of January, April, July, October	Inventory of Weapons, Specialized Equipment, and Vehicles in accordance with Section 4.3.8.3	Contractor Representative	RSO	GOV approved contractor format
4.6.l Semi-Annual Performance Report	DS.HTP/OPS	10th day of the calendar month at the end of each 6-month period from contract award	Manning assessment of Task Order Requirements and Task Order Requirements completed.	Contractor Representative	RSO	GOV approved contractor format
4.6.m Annual Performance Report	DS.HTP/OPS	10th day of the calendar month one year from contract award and each contract option period if exercised	Inventory of GFE and CFE Ammunition Weapons, Specialized Equipment, and Vehicles.	Contractor Representative	RSO	GOV approved contractor format
4.6.n Monthly Invoice	Federal Express to Paul Nassen U.S. Department of State 1801 N. Lynn Street SA 20 16th Floor Arlington, VA 22209 or as directed by COR	Monthly or as specified in task order	Validate, review, and submit invoices for payment	Contractor Representative		Gov supplied sample followed by Gov approved formats

Performance Measures	Performance Standards
a) Quality – reports are prepared and submitted as directed	100%
b) Timeliness	100% on time

C.4.7 RADIO PROGRAM MANAGEMENT

The WPPS Contractor, through the Regional Security Officer (RSO), shall coordinate with the Embassy's Information Management Officer to ensure that any two-way radio equipment and systems being used to support this task order comply with licensing requirements. Guidance for this requirement is found in 5 FAM 542.2 and 14 FAM Exhibit 221.4. Any procurements shall be coordinated with DS/IP/OPO/HTP; procurement guidance is found in 5 FAH-2-H-763. The Department's Domestic Radio Program Branch can provide additional assistance as outlined in 5 FAM 540.

C.5 NOTES/GUIDANCE

Note 1: Complements of PRS Details

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

Note 2: Suggested Physical Fitness Standards

All Contractor employees working under this contract should:

- Be well proportioned in height and weight
- Be in good general health, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty

UNCLASSIFIED

- Be free from communicable disease
- Possess binocular vision, correctable to 20/30 (Snellen) and shall not be color blind
- Be capable of hearing ordinary conversation
- Be capable of satisfying the P.E. Battery Scores, or better, as identified below

PHYSICAL EFFICIENCY BATTERY SCORES

Age	Flexibility	Pushed	1.5 Mile Run	Agility
Male				
24-under	21.25	11.04	16.43	12.28
25-29	22.4	14.03	18.95	20.8
30-34	21.9	15.21	19.55	21.57
35-39	21.6	15.42	20	22.72
40-44	21.05	16.54	20.8	24.18
45-49	20.4	17.34	22.24	25.01
Female				
24-under	23	14.21	18.6	20.37
25-29	21	11.17	16.6	13.46
30-34	20.7	11.42	17.03	15
35-39	21.60	15.42	20.00	22.72
40-44	19.6	13	17.93	16.93
45-49	18.7	13.58	18.6	18.02

UNCLASSIFIED

UNCLASSIFIED

C.6 GLOSSARY

C.6.1 ACRONYMS

Acronym	Definition
ACM	Aircrew Member
AFSO	Assistant facility Security Officer
AIC	Agent in Charge (Designated in Task Order for each PRS detail. May be DS Program Manager, RSO, or DS Special Agent)
ALSSM	Administrative and Logistics Security Specialist Manager
ALSS	Administrative and Logistics Security Specialist
AM	Aviation Mechanic
APM	Aviation Project Manager
ARM	Armorer
AVT	FAV/LAV Armor/Vehicle Technician
BM	Business Manager
CAT	Counter Assault Team
CO	Contracting Officer
COR	Contracting Officer's Representative
DEAV	Defensive Equipment and Armored Vehicles
DL	Detail Leader
DDL	Deputy Detail Leader
DDLGS	Deputy Detail Leader/Guard Supervisor
<hr/>	
DLGFC	Detail Leader/Guard Force Commander
DPM	Deputy Project Manager
DPMFS	Deputy Project Manager Facilities & Support
DOS	U.S. Department of State
DSHTPOPS	Diplomatic Security High Threat Protection Operations
DSTC	<i>DS Training Center</i>
DG	PSS/Door Gunner
DS	Bureau of Diplomatic Security
DS/IS/IND	Industrial Security Division
EDD	Explosive Detection Dog (EDD)/Handler
EDKM	Explosive Detection Dog (EDD) Handler/Kennel Master
EMTI	PSS/ Emergency Medical Technician
EOD	Explosive Ordnance Detection
FAV	Full Armored Vehicle
FE	Facility Engineer
FI	PSS/Firearms Instructor (OCONUS)
FSN	Foreign Service National
FST	Field Security Technician
FSO	Facility Security Officer (Contractor position)
GEMS	Guard Electronic Monitoring System
GFC	Guard Force Commander

B2

UNCLASSIFIED

UNCLASSIFIED

GFE	Government Furnished Equipment
GPS	Global Positioning System
G	Guard (Male/Female)
GS	Guard Supervisor
HCN	Host Country National
HRM	HR Manager
HRPT	High Risk Public Trust
HTPD	Office of the Chief, High Threat Protection Division
IA	Intelligence Analyst
IDSE	Intelligence Data Systems Engineer
IED	Improvised Explosive Device
ISAF	International Security Assistance Forces
IT	Interpreter/Translator
ITF	Instructor - Training Facility - CONUS
LAC	Local Agency Check
LAM	Lead Aviation Mechanic
LAV	Light Armored Vehicle
LG	Logistics Manager
LN	Local National
LPM	Local Program Manager
LPMO	Local Program Management Office
MO	Medical Officer
MRPT	Moderate Risk Public Trust
MWRS	Morale Welfare Recreation Specialist
NAC	National Agency Check
OEM	Original Equipment Manufacturer
OSS	Operations Security Specialist
PA	Physician Assistant
PILOT	Pilot/Co-Pilot
PM	Program Manager
PPS	Personal Protection Specialist
PRS	Protective Service
PSOC	PSS/Operations Chief
QRF	Quick Reaction Force
PSS	Personal Security Specialist
PSSG	PSS/Senior Guard
PSS/SGSS	PSS Senior Guard Shift Supervisor
PSS/SGS	PSS Senior Guard Supervisor
REACT	Reactionary Team
RMFI	Range Master/Firearms Instructor (OCONUS)
RSO	Regional Security Officer
SAVT	Senior FAV/LAV Armor/Vehicle Technician
SARM	Senior Armorer

UNCLASSIFIED

SCS	Security Screener (Male/Female)
SL	Shift Leader/Team Leader
SRG	Senior Guard
TCN	Third Country National
TIC	Tactical Intelligence Center
TOC	Tactical Operations Center
TOMP	Task Order Management Plan
UNGA	United Nations General Assembly
USG	United States Government
WPPS	Worldwide Personal Protective Services

B2

C.6.2 WORDS/PHRASES

Circulars

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

General Orders

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

General and Post Orders

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

Post Orders

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

Principal

Person to be protected by security detail.

PRS Applicant/Person

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

PRS Detail

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

PRS Support Applicant/Person

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

Special Orders

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

Supervisory Orders

Permanent directives concerning policy or procedure that apply to PRS supervisors. Supervisory Orders are issued by the DS Regional Security Office.

UNCLASSIFIED

C.7 APPENDICES

Appendix	Content
A	Government Furnished Resources
B	Protective Service Details, including Guard Force – Labor Categories - Roles, Responsibilities, and Qualifications Attachment 1 Canine Odor Proficiency Attachment 2 Canine Odor Proficiency Attachment 3 Canine Odor Proficiency Attachment 4 North American Police work Dog Association Guidance
C	General Qualifications for American Contractor Personnel
D	General Qualifications for Local and Third-Country Foreign Nationals
E	Requirements and Procedures for Processing Security Clearances Attachment 1 Secret & Top Secret Processing Attachment 2 Moderate & High Risk Public Trust Processing Attachment 3 Form to list Foreign Relatives, Friends and Associations (Non-U.S. Citizens)
F	Contractor Screening of PRS and PRS Support Applicants
G	Specifications for Contractor Furnished Training Capability Attachment 1 DS Training Curriculum Attachment 2 Instructor Resume Format Attachment 3 List of DS Training Center Lesson Plans & Firearms Course Attachment 4 Sample Lesson Attachment 5 Training Requirements PSS Positions Attachment 6 Training Requirements Non PSS Positions Attachment 7 [redacted] #2 FAM Fire Drill Attachment 8 [redacted] #2 FAM Fire Drill Attachment 9 Shooting from a Moving Vehicle
H	Firearms Qualification Record Form
I	DS PRS Detail Standard Operating Procedures
J	Security Requirements
K	Example of Guard General Order
L	Specifications for Guard Training
M	Task Order Management Plan Requirements
N	Firearms Qualification Standards
O	DEAV Guidance
P	Deadly Force Policy
Q	Standard of Conduct
R	Contractor Furnished Equipment for Armory Personnel
S	Government Furnished Equipment for PSS/EDD Personnel
T	Designated Defensive Marksman (DDM) Course Syllabus/Training Requirements
U	Echelon One Maintenance
V	Transition Training Chart
W	Tier 1 Vehicle Maintenance

B2

UNCLASSIFIED

UNCLASSIFIED

RELEASED IN PART
B2

m2

**Appendix B
(to Section C)**

General Provisions

Positions: Positions within the Worldwide Personal Protective Services (WPPS) are divided into the following three levels:

- (1) **Personal Protective Service (P)** positions are those positions that are directly involved in providing protective security services, as specified by the task order. These services, which vary by task order, primarily include providing (a) protection of U.S. Embassy non-government and government personnel supporting official U.S. government business, (b) individuals or groups who are directly supporting development or reconstruction for or in conjunction with the U.S. Agency for International Development and (c) personnel under Chief of Mission authority. The necessary skills and required qualifications for these positions are addressed later in this appendix.
- (2) **Support (S)** positions are those positions that directly assist the efforts being performed by the protective security specialists. These positions can be categorized, as follows: administrative, logistics, health and welfare, program/business management, and life support. The specific labor category qualifications for the support positions are addressed later in this appendix.
- (3) **Guard Force (G)** positions are those positions used for static protection of facilities, which primarily include housing and office space.

Qualifications:

The WPPS program is not an entry level program. Contractors shall ensure candidates meet the minimum experience, training, and certification required by each labor category. Contractors shall maintain copies of the certifications and ensure these certifications are current at deployment and are updated, as required.

Supervisory promotions within protective details, to positions such as Shift Leader, Deputy Detail Leader, and Detail Leader, demand specialized experience in the area/region of operation. Promotions to these labor categories require candidates to have a minimum of experience performing under a WPPS contract, as outlined later in this appendix, unless otherwise authorized by the Contracting Officer.

Positions will be grandfathered for those individuals working on the task order prior to October 18, 2006. All personnel submitted past this date shall meet the new base contract requirements, as specified herein.

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: CLARKE N ELLIS
DATE/CASE ID: 24 SEP 2009 S200900019

UNCLASSIFIED

UNCLASSIFIED

RELEASED IN PART
B2

m2

**Appendix B
(to Section C)**

General Provisions

Positions: Positions within the Worldwide Personal Protective Services (WPPS) are divided into the following three levels:

- (1) **Personal Protective Service (P)** positions are those positions that are directly involved in providing protective security services, as specified by the task order. These services, which vary by task order, primarily include providing (a) protection of U.S. Embassy non-government and government personnel supporting official U.S. government business, (b) individuals or groups who are directly supporting development or reconstruction for or in conjunction with the U.S. Agency for International Development and (c) personnel under Chief of Mission authority. The necessary skills and required qualifications for these positions are addressed later in this appendix.
- (2) **Support (S)** positions are those positions that directly assist the efforts being performed by the protective security specialists. These positions can be categorized, as follows: administrative, logistics, health and welfare, program/business management, and life support. The specific labor category qualifications for the support positions are addressed later in this appendix.
- (3) **Guard Force (G)** positions are those positions used for static protection of facilities, which primarily include housing and office space.

Qualifications:

The WPPS program is not an entry level program. Contractors shall ensure candidates meet the minimum experience, training, and certification required by each labor category. Contractors shall maintain copies of the certifications and ensure these certifications are current at deployment and are updated, as required.

Supervisory promotions within protective details, to positions such as Shift Leader, Deputy Detail Leader, and Detail Leader, demand specialized experience in the area/region of operation. Promotions to these labor categories require candidates to have a minimum of experience performing under a WPPS contract, as outlined later in this appendix, unless otherwise authorized by the Contracting Officer.

Positions will be grandfathered for those individuals working on the task order prior to October 18, 2006. All personnel submitted past this date shall meet the new base contract requirements, as specified herein.

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: CLARKE N ELLIS
DATE/CASE ID: 24 SEP 2009 S200900019

UNCLASSIFIED

Recruiting:

High Threat is defined as a high potential for and/or a high probability of an attack against the principal with the intent to harm. High Threat Protection Skills are those skills that demonstrate a candidate's experience or training in the application, participation, knowledge, and understanding of skills or skill sets required to mitigate, eliminate or prevent high threat actions. Refer to Attachment 1 to Appendix G, Section C, which is the DS Training Curriculum, as an outline for skills and skill sets required for WPPS. Required experience can be gained in the employ of any Federal, State, Local, military or law enforcement agency, as well as in private sector corporate security.

Experience and qualifications presented by candidates must indicate the actual timeframe and location where required skills were performed. Refer to the biography (BIO) format in the Vendor Handbook, which is provided as Appendix Y to Section C of the base contract.

Any decisions on BIO disapproval by the High Threat Protection Divisions shall be final unless substantial information regarding the individuals eligibility is presented to the Contracting Officer Representative (COR) and it is determined that another review is warranted.

Vetting:

The following positions will be vetted and approved by the High Threat Protection program office:

- LPM
- PM
- DPMO
- AFSO
- ALSSL
- DL
- APM
- AAC
- DLGFC
- GFC
- Instructors (including PSS/Firearms Instructor)

All other positions shall be vetted, approved, and certified by the contractor. The contractor shall submit biographies/resumes for each position not vetted and approved by the High Threat Protection program office. The government reserves the right to perform random reviews of the biographies/resumes to ensure contract compliance. Submission of certified biographies/resumes must occur prior to the individual working in the position.

Protective Service Details – Labor Categories Roles, Responsibilities, and Qualifications

1. Management

1.1 Local Program Manager (LPM)

- a. **Roles:** The Local Program Manager manages the operation of the Local Program Management Office (LPMO) and is (1) dedicated to the WPPS program and (2) the local focal point for all contractor functions and personnel working under the WPPS contract.
- (i) The LPM shall be designated as Key Personnel.
 - (ii) The LPM requires no specific WPPS training.
 - (iii) The LPM requires no specific weapons qualifications.
 - (iv) This position shall be vetted and approved by the High Threat Protection program office.
- b. **Responsibilities:**
- (i) Oversees and directs the development of an effective strategy to mitigate risk and maintain continuity of operations in accordance with the requirements specified in the base contract and the associated task orders.
 - (ii) Provides direction to the local program management office staff and to the staff working in the task order specific region. Such direction includes identifying, developing, implementing, and maintaining security processes, practices, and policies throughout the organization to (1) respond to incidents, (2) reduce risks, and (3) be aware of and have access to information on any potential risks to the program and all involved parties (i.e. financial, physical security, reputation etc.).
 - (iii) Researches state-of-the art technology solutions and innovative security management techniques to safeguard both the government and their organization's assets, including intellectual property. Recommends appropriate standards and associated risk controls to the COR.
 - (iv) Coordinates with the in-country Project Managers and Deputy Project Managers in developing relationships with in-country security/law enforcement, private sector security personnel, international security, and other agencies.
 - (v) Coordinates with the in-country Project Managers and Deputy Project Managers in implementing operational strategies that will ensure protection of executives, managers, employees, customers, stakeholders.

visitors, and physical and information assets, while ensuring optimal use of personnel and equipment.

- (vi) Ensures timely and accurate reporting, as outlined in this contract.
- (vii) Ensures personnel are approved for any position they fill in the accomplishment of this contract to include the local program management office positions and the positions under each task order.
- (viii) Ensures all aspects of planning, scheduling, organizing, managing, and assessing performance of assigned leadership, personal protection support, and personal protection details under this contract and its associated task orders, including, but not limited to the following:
 - (a) Ensuring that contractor provided personnel are properly vetted and cleared for their positions and that leadership personnel are executing their responsibilities efficiently and effectively. Items of primary concern include assessing performance of personal protection details and ensuring proper behavior of all contractor-provided personnel, whether on or off duty.
 - (b) Ensuring that all necessary contractor support of PRS details is planned, provided, and maintained to allow the details to perform without a decrease in required performance. Items of particular concern include:
 - On-time delivery of protective security detail support (personnel and equipment).
 - Provision of adequate off-duty and personal leave needs of protective security personnel (housing, meals, activities).
 - Preclude any behavior that would reflect poorly on the USG, the Department of State, or the local Government that requested PRS support.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Fifteen (15) years of generalized experience.
 - (a) Ten (10) years of experience working on or overseeing protective security assignments and/or protective security for the private sector.
 - At least three (3) of these years must have been in a management or in-charge capacity.
- (iv) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require

- skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.
- (v) A Bachelor's Degree. Four (4) additional years of protective security assignments (see above) may be substituted for the Bachelor's Degree requirement.
 - (vi) Present evidence of leadership skills.
 - (vii) Generalized experience in planning, evaluating, analyzing, and implementing government security type programs.
 - (viii) Demonstrated experience in the interpretation of government regulations and the development of plans, policies, and procedures.
 - (ix) Written and verbal communications skills, including the ability to communicate solutions effectively to both technical and non-technical audiences.
 - (x) Ability to function effectively in adverse situations.
 - (xi) No impediments to traveling overseas to and within countries that are considered dangerous or unhealthy.
 - (xii) Knowledge of foreign languages is desirable, but not essential.

1.2 Project Manager (PM)

- a. Roles: The PM serves as the overall in-country manager responsible for the identification, development, implementation, and management of the organization's security program.
 - (i) The PM shall be designated as Key Personnel and as protective security personnel (P) in reference to Section H, the Deduct Clause.
 - (ii) The PM is required to attend the non-personal security specialist (PSS) training course, as outlined in this contract.
 - (iii) This position shall be vetted and approved by the High Threat Protection program office.
- b. Responsibilities:
 - (i) Oversees the development of an effective strategy to mitigate risk and maintain continuity of operations in accordance with the requirements specified in the task order.
 - (ii) Provides direction, in coordination with the LPM, to the in-country staff in identifying, developing, implementing, and maintaining security processes, practices, and policies throughout the organization to (1) respond to incidents, (2) reduce risks, and (3) be aware of and have access to information on any potential risks to the task order and all involved parties (i.e. financial, physical security, reputation etc.).
 - (iii) Researches state-of-the art technology solutions and innovative security management techniques to safeguarding both the government and their organization's assets, including intellectual property. Recommends

appropriate standards and associated risk controls for the task order to the LPM.

- (iv) Coordinates with the LPM and the deputy project manager in developing relationships with in-country security/law enforcement, private sector security personnel, international security, and other government agencies.
- (v) Coordinates with the LPM in implementing operational strategies that will ensure protection of executives, managers, employees, customers, stakeholders, visitors, and physical and information assets, while ensuring optimal use of personnel and equipment.
- (vi) Ensures timely and accurate reporting, as outlined in the task order and in the base contract.
- (vii) Coordinates with the LPM in ensuring that the personnel working under the task order are approved for any position they will be filling.
- (viii) Ensures that contractor provided personnel are properly vetted for their positions and that leadership personnel are executing their responsibilities efficiently and effectively. Items of primary concern include assessing performance of protective security details and ensuring proper behavior of all contractor-provided personnel, whether on or off duty.
- (ix) Coordinates with the LPM in ensuring that all necessary contractor support of protective security details under the task order is planned, provided, and maintained to allow protective security details to perform without a decrease in required performance. Items of particular concern include:
 - On-time delivery of protective security detail support.
 - Provision of adequate off-duty needs of protective security personnel (housing, meals, activities) to enable personnel to perform detail assignments without distraction.
 - Ensuring proper behavior of all contractor-provided personnel, whether on or off duty.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Ten (10) years of experience working on or overseeing protective security assignments and/or working in private sector security.
 - At least three (3) of these years must have been in a management or an in-charge capacity.

- (iv) A Bachelor's Degree. Four (4) additional years of protective security assignments (see above) may be substituted for the Bachelor's Degree requirement.
- (v) Demonstrated an ability to develop and manage budgets.
- (vi) Demonstrated an ability to manage and have contractual knowledge of the Federal Acquisition Regulations (FAR).
- (vii) Generalized experience in planning, evaluating, analyzing, and implementing government security type programs.
- (viii) Demonstrated experience in the interpretation of government regulations and the development of plans, policies, and procedures.
- (ix) Written and verbal communications skills, including the ability to communicate solutions effectively to both technical and non-technical audiences.
- (x) Capable of solving complex problems.
- (xi) Ability to function effectively in adverse situations.
- (xii) No impediments to traveling overseas to and within countries that are considered dangerous or unhealthy.
- (xiii) Knowledge of foreign languages is desirable, but not essential.

1.3 Deputy Project Manager Operations (DPMO)

- a. **Role:** Act as the focal point for all contractor provided protective security details, including all support personnel (i.e. guard force, intelligence analysts, medical personnel, vehicle and equipment technicians/mechanics, etc.), with the general advice and guidance of the DS Agent in Charge (AIC) and the project manager. On a short-term basis, and only in the absence of the Project Manager, assumes the on-site role and responsibilities of the Project Manager. The Deputy Project Manager shall be designated as Key Personnel.

- (i) The DPMO shall be designated as Key Personnel and as a personal security specialist (P) in reference to Section H, the Deduct Clause.
- (ii) The DPMO is required to attend the Basic WPPS protective security services personnel training course as outlined in this contract.
- (iii) The DPMO shall obtain weapons qualification as outlined in this contract, with the
- (iv) This position shall be vetted and approved by the High Threat Protection program office.

- b. **Responsibilities:** All aspects of planning, scheduling, organizing, managing, and assessing performance of assigned protective security details under the task order, including the following:

B2

- (i) Ensuring that the contractor provided personnel selected for protective security leadership positions are executing their responsibilities efficiently and effectively. Items of primary concern include assessing performance of the protective security details and ensuring proper behavior of all contractor-provided personnel, whether on or off duty.
- (ii) Ensuring that all necessary contractor support of protective security details is planned, provided, and maintained to allow the details to perform without a decrease in required performance. Items of particular concern include:
 - On-time delivery of protective security detail support (personnel and equipment)
 - Provision of adequate off-duty needs of protective security personnel (housing, meals, activities).
 - Ensuring that the behavior reflects favorably on the USG, the Department of State, or the local Government that requested protective security support.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Ten (10) years of experience working in protective security assignments.
 - At least three (3) of these years must have been in a management or in-charge capacity.
- (iv) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix C, Section C (Training Curriculum) of the base contract.
- (v) A Bachelor's Degree. Four (4) additional years of protective security assignments (see above) may be substituted for the Bachelor's Degree requirement
- (vi) Present evidence of leadership skills.
- (vii) Generalized experience in planning, evaluating, analyzing, and implementing government security type programs.
- (viii) Demonstrated experience in the interpretation of government regulations and the development of plans, policies, and procedures.
- (ix) Written and verbal communications skills, including the ability to communicate solutions effectively to both technical and non-technical audiences.
- (x) Ability to function effectively in adverse situations.
- (xi) No impediments to traveling overseas to and within countries that

- are considered dangerous or unhealthy.
- (xii) Knowledge of foreign languages is desirable, but not essential.

1.4 Assistant Facility Security Officer (AFSO)

a. **Role:** The Assistant Facility Security Officer (AFSO) is the dedicated focal point of contact for security matters and shall work closely with the HTP and Industrial Security to ensure timely submission and expeditious processing of Contractors security clearance packages.

- (i) The AFSO shall be designated as Key Personnel
- (ii) The AFSO requires certification in AFSO training in accordance with the National Industrial Security Program Operating Manual (NISPOM) within the first year working in this position. The AFSO shall have received training and be certified as required by the NISPOM. A copy of this certification shall be submitted prior to this individual commencing work.
- (iii) The AFSO requires no weapons qualifications as outlined in the contract.
- (iv) This position shall be vetted and approved by the High Threat Protection program office.

b. **Responsibilities:** Supervises and directs security measures necessary for implementing the NISPOM, DoS policies and procedures related to contract requirements and Federal requirements for classified information.

c. **Qualifications:**

- (i) A minimum of three (3) years experience working in the security field
- (ii) One (1) year specialized experience serving as a Facility Security Officer or AFSO.
- (iii) The AFSO shall complete security training within one (1) year of appointment as specified in Chapter 3 of the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22M.

1.5 Administrative and Logistics Security Specialist (ALSSL) Local Program Management Office

a. **Role:** The ALSSL shall act as the administrative focal point for the Local Program Office to ensure recruitment, training, deployment, and other documentation is initiated and forwarded as required.

- (i) The ALSSL shall be designated as Key Personnel.
- (ii) The ALSSL requires no WPPS specific training.
- (iii) The ALSSL requires no weapons qualifications.
- (iv) This position shall be vetted and approved by the High Threat Protection program office.

b. Responsibilities: Plans and carries out those duties assigned to him/her by the PM.

- Assists in the planning, development, and administration of a comprehensive administrative and logistics support program to serve the needs of HTPD. This includes overseeing and coordinating inventory management, procurement actions, maintenance, repairs, and serviceability of all protective equipment, tactical equipment, and supplies for the PSS operations
- Maintains active and accurate equipment records of all protective security specialists (PSS) personnel assigned.
- Coordinates the shipment of contractor furnished equipment and materials with the DS HTPD Program Office, U.S. Embassy, and host country. Documenting, as necessary, that the proper customs, procedures, and standards are adhered to.
- Maintains, in conjunction with existing operations, strict accountability of equipment, supplies, spare parts, etc. through a computerized file and accounting system associated with TOs issued under this contract.
- Prepares support documentation for all incoming and out-going personnel traveling to other countries in support of the contract.
- Coordinates transport with the HTPD Program Office and U.S. Embassies for all incoming and outgoing WPPS personnel to/from the airport and ensures housing needs are met both in-transit and in-country. Arranges and/or confirms air transport schedule, following HTPS Program Office and Post guidelines for various optional travel routings.

c. Qualifications:

- Have a minimum of three (3) years experience performing administrative and logistical support duties.
- Have strong written and interpersonal skills.
- Be proficient in Microsoft Word, Excel, Outlook, and general computer skills.
- Have experience working with a wide range of procurement logistics issues.
- Have the ability to maintain strong working relationships and deal effectively with other personnel.
- Have experience supporting overseas administrative and logistical support issues.

2. PRS Positions

2.1 Protective Security Specialist (PSS)/Operations Chief (PSOC)

- a. Role:** Assists the Tactical Coordinator (DS Agent) with coordination of all protective operations; and assumes the responsibilities of the Tactical Coordinator (DS Agent) in his/her absence or when he/she is off duty. Additionally, the

Appendix B to Section C

Operations Chief assists the DS Watch Officer in the RSO Tactical Operations Center (TOC).

- (i) The PSOC shall be designated as Key Personnel and designated as protective security specialist (P) in reference to Section H, the Deduct Clause.
- (ii) The PSOC is required to attend the Basic WPPS PSS training course, as outlined in this contract.
- (iii) The PSOC shall maintain weapons qualifications, as outlined in this contract, with the

B2

b. Responsibilities: Assists in the coordination and supervision of all protective operations to include the following:

- (i) Manage the day-to-day operations of the Protection Cell within the RSO Tactical Operations Center (TOC).
- (ii) Evaluate threatening situations and appropriately call for deployment of the Quick Reaction Force (QRF), Counter Assault Team (CAT) and Explosive Detection Dog (EDD) teams.
- (iii) Operate communications equipment – monitor and relay radio traffic, effectively controlling the various protection nets.
- (iv) Communicate with entities outside of the protection cell with a variety of voice- and text-based communications technology including local cell phone, regional, and global satellite phone, tactical military radio, and UHF/VHF radio.
- (v) Prepare daily and weekly reports as requested by supervisory chain-of-command.
- (vi) Maintain a watch record.
- (vii) Ensure that protective details submit required mission paperwork prior to the start of a mission.
- (viii) Monitor protective details.
- (ix) Assist protection specialists with mission planning.
- (x) Maintain a database of all protective missions.
- (xi) Assist DS Watch Officer as needed.
- (xii) Brief senior U.S. Embassy personnel during emergency situations.
- (xiii) Perform duties of PRS, when required.

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Seven (7) years experience in protective security assignments. At least two (2) of these years must have been in a supervisory or in-charge capacity

- (iv) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.
- (v) Shall have served as a PSS within the Area of Responsibility (AOR) for 3 months or document skill sets that warrant selection to this position based on task order requirements.

2.2 Detail Leader (DL)

a. **Role:** Conduct protective service operations under the direction of the DS AIC named in the Task Order.

- (i) The DL shall be designated as Key Personnel and designated as protective security specialist (P) in reference to Section H, the Deduct Clause.
- (ii) The DL is required to attend the Basic WPPS PSS training course as outlined in this contract.
- (iii) The DL shall maintain weapons qualification as outlined in this contract, with the
- (iv) DL vetted personnel are authorized to permanently fill the Labor Categories of the Deputy Detail Leader, the Shift Leader, and the Protective Security Specialist.
- (v) This position shall be vetted and approved by the High Threat Protection program office.

B2

b. **Responsibilities:** All aspects of organizing, managing, supervising, and scheduling of PRS detail personnel to ensure that protective security requirements of the contract and task order are met. This includes, but is not limited to, the following:

- (i) Ensuring that all protective security specialists are properly trained, equipped, briefed, and mentally and physically prepared each time they are dispatched on protective services assignments
- (ii) Developing and implementing plans for the following:
 - Route surveys
 - Alternate routes
 - Safe havens
 - Contingency plans
 - Evacuation

c. **Qualifications:**

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Seven (7) years experience in protective security assignments

- Two (2) of these years shall have been in a protective security supervisory position.
- Twelve (12) additional months shall have been experience working in protective security under a WPPS contract.
 - Three (3) of these months shall have been as a WPPS Deputy Detail Leader. At the written request of the contractor, the Contracting Officer may waive this requirement on a case by case basis.

The remaining five (5) years of experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.

2.3 Deputy Detail Leader (DDL)

a. Role: Assume all of the responsibilities of the Detail Leader in his/her absence or when he/she is off duty.

- (i) The DDL shall be designated as Key Personnel and as a protective security specialist (P) in reference to the Section H Deduct Clause.
- (ii) The DDL is required to attend the Basic WPPS PSS training course, as outlined in this contract.
- (iii) The DDL shall maintain weapons qualifications as outlined in this contract, for the
- (iv) DDL vetted personnel are authorized to permanently fill the Labor Categories of the Shift Leader and PSS.

B2

b. Responsibilities: Administrative functions, such as, work schedules, post assignments, personnel matters, etc.

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Six (6) years of experience in protective security assignments.
 - One (1) of these years shall have been in a supervisory or in-charge-capacity.
 - Twelve (12) months of protective security experience working under the WPPS contract.

Three (3) of these months shall have been as a WPPS Shift Leader and can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.

2.4 Shift Leader/Team Leader (SL)

a. **Role:** Manage and direct protective security operations on a day-to-day basis.

- (i) The SL shall be designated as Key Personnel and as a protective security specialist (P) in reference to the Section H, Deduct Clause
- (ii) The SL is required to attend the Basic WPPS PSS training course as outlined in this contract
- (iii) The SL must maintain weapons qualifications as outlined in this contract, for the
- (iv) Veted shift leaders are authorized to permanently fill the Labor Categories of the PSS.

B2

b. **Responsibilities:** Directly supervises protective security specialists by:

- (i) Ensuring that all posts and detail positions are properly covered and that the detail is operating smoothly in accordance with schedule and preset plans
- (ii) Directing and controlling response actions, if required, through radio communications during motorcades and all ground, air, or water movements

c. **Qualifications:**

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Five (5) years experience in protective security assignments.
 - Two (2) of these years shall have been in a supervisory or in-charge-capacity
 - Six (6) months of protective security experience working under the WPPS contract.

The remaining three (3) years of experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.

2.5 Protective Security Specialist (PSS)

a. **Role:** Perform personnel protective service detail assignments.

- (i) The PSS shall be designated as protective security specialists (P) to the Section H, Deduct Clause
- (ii) The PSS is required to attend the Basic WPPS PSS training course as outlined in this contract
- (iii) The PSS shall maintain weapons qualifications as outlined in this contract for the

B2

b. **Responsibilities:**

- (i) Perform the day-to-day protective security functions as specified in daily post and detail orders
- (ii) Driving the lead vehicle (auto, aircraft, boat), principal's vehicle, or follow-vehicle, whenever required in motorcade or similar operations
- (iii) Driving follow-vehicle and/or acting as response agent. Carries and operates weapons as specified in daily post and detail orders, or upon orders from the detail leader or shift leader
- (iv) Maintaining protective formation position during principal's walking movements
- (v) Participating in advance security preparations
- (vi) Manning the security post at principal's residence or manning the Command Post, as required

c. **Qualifications:**

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Completed or served at least three (3) years in the military, law enforcement, or protective security from the private sector.
 - One (1) year, of the three, shall include experience in protective security assignments.
 - Three (3) years of training can be substituted for one (1) year of experience. A four (4) year degree may be substituted for one (1) year of protective security training.
- (iv) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.

2.6
a.

B2

(ii)

(iii)

(iv)

[Redacted box]

B2

b. **Responsibility:** Provide services as assigned.

c. **Qualifications:**

(i)

[Redacted box]

B2

(ii) Level 3 English proficiency (see Attachment 4)

(iii) Completed or served at least three (3) years in military, law enforcement, or executive commercial protection.

(iv) One (1) year of experience shall have been obtained in personal protection security assignments with demonstrated skills as outlined in Attachment 1 to Appendix G, Section C (DC Training Curriculum) of the base contract.

- Three (3) years of training can be substituted for one (1) year of experience. A four (4) year degree may be substituted for one (1) year of training.

- Experience can be gained in the employ of any Federal, State, or Local military or law enforcement agency or executive protection services with military, law enforcement or commercial entities. Experience presented shall demonstrate skills as outlined in Attachment 1 to Appendix G, Section C (DS Training Curriculum) of the base contract.

- Shall provide evidence of minimum Repeated Qualification of 95% (285 out of 300) or better.

B2

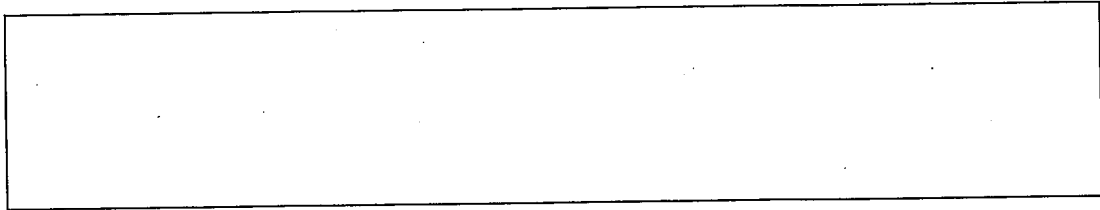
- [Redacted box]

B2

Note: Certification documents shall accompany any BIOs being submitted for approval.

[Redacted box]

B2



B2

Selection Requirements.



B2

Repeated Qualification of 95% (285 out of 300) or better.
Basic knowledge/skills of rifle marksmanship is requisite.

B2

Physical Condition / Characteristics.

Should be in good physical condition. Must qualify "good" on the DSS physical fitness test per 3 FAM 1975.1.

Undesirable Physical Characteristics (but not "show stoppers"):

Wearing Eye-Glasses (can cause glare or might be broken)

Smoking (smoke can be seen and smelled and abstinence might cause needless uneasiness / shaking)

Left-Handed (requires excess motion to operate the bolt)

Mental Condition.

Must be able to cope with anxiety and remorse.

Must be decisive, self-reliant; use good judgment and common sense.

Must be composed under stress (equanimity).

Must possess emotional balance and maturity.

Must show positive and favorable results from the Minnesota Multi-Phasic Personality Inventory (MMPI) test.

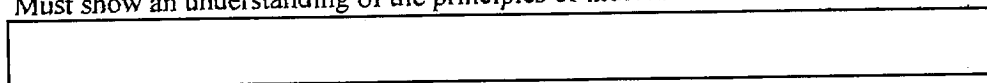
Must show positive and favorable results from the Meyer Briggs Test.

Must show favorable results from a psychiatric history mental status examination.

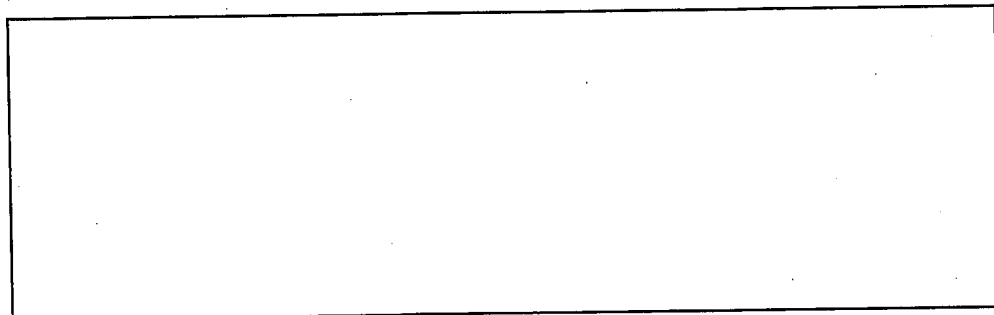
Field Craft / Skills.

Must show an understanding of PRS advances and site assessments.

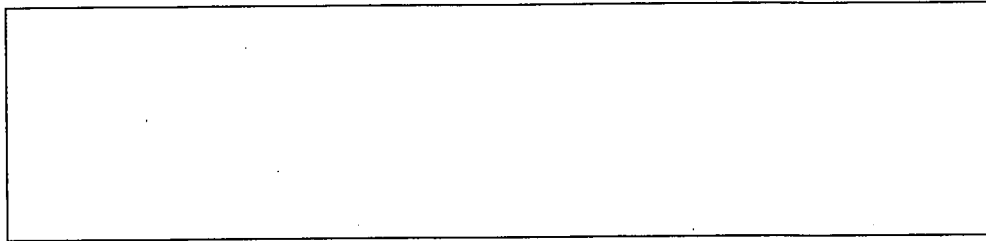
Must show an understanding of the principles of individual and team movement.



B2

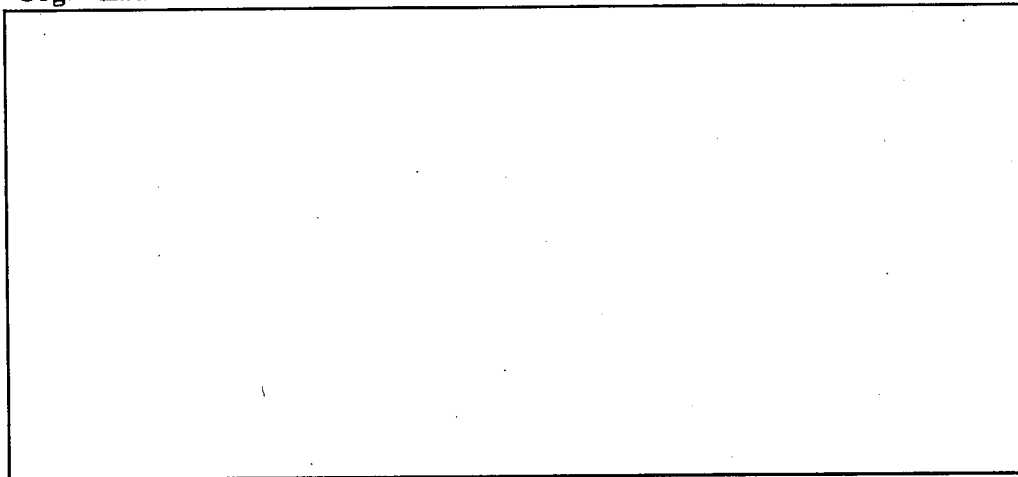


B2



B2

Organization

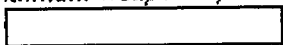


B2

2.7 Explosive Detection Dog (EDD)/Handler (EDD)

Note: All references made to EDD shall be understood to mean the Explosive Detection Dog and Handler.

a. **Role:** Detect explosive materials and devices and otherwise provide PRS support.

- (i) The EDD is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The EDD handler is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The EDD handler is required to maintain weapons qualification, as outlined in this contract, with the 

B2

b. **Responsibilities:**

- (i) Provide emergency response in situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations.
- (ii) Summon professional assistance and render First Responder First Aid to individuals who become injured or ill.
- (iii) Explosive ordnance detection.
- (iv) Prevent the unauthorized introduction of explosive devices or matter.
- (v) Protect life and property.
- (vi) Maintain order.
- (vii) Maintain dog's training records to meet contract requirements.

Appendix B to Section C

- (viii) Prepare all DS Forms 139 and individual inventory reports.
- (ix) Perform other functions as directed by competent authority.

c. Qualifications:

(1) EDD/Handler

- (i) U.S. Citizen/TCN, as specified in the Task Order.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Graduated from a state, county, city law enforcement academy and is state certified (or military equivalent).
- (iv) A minimum of:
 - One (1) year of service as a Dog handler.
 - One (1) year of security related experience.
 - Meet the minimum qualifications for UP-PR-T-011, or equivalent.
 - Able to recognize canine diseases, be familiar with hygiene requirements, and know the physical condition of the dog.

(2) Dog

- (i) Physically able to conduct searches regardless of the physical size or method of packaging, or the size of the vehicles (e.g., long beds of trucks, tractor trailers, etc.).
- (ii) Intelligent, healthy, and stable temperament; and anxious to please its handler.
- (iii) Calm temperament at all times.
- (iv) Trained by competent professionals.
- (v) Trained to disregard artificial detractors (substance (s) purposely placed to confuse the dog).
- (vi) Trained not to paw or retrieve an explosive or chemical device; trained to sit and to alert its handler that it has located explosive materials.
- (vii) Trained daily to maintain peak performance; a minimum of two hours a day training is required.
- (viii) Possess certificates of training equal to that of the Department of the Treasury Odor Recognition Proficiency standard for Explosive Detection canines.
- (ix) Meet Odor Proficiency Standards.
- (x) Capable of recognizing scents of the following explosives:
- (xi)
- (xii)
- (xiii)
- (xiv)
- (xv)
- (xvi)

B2

Note: Certification documents shall accompany any BIOs being submitted for approval.

2.8 Explosive Detection Dog (EDD) Handler/Kennel Master (EDKM)

a. **Role:** Manage kennel, perform in-country training of dogs, and ensure quality control.

- (i) The EDKM is designated as Support (S) in reference to the Section H. Deduct Clause.
- (ii) The EDKM is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The EDKM handler is required to maintain weapons qualification, as outlined in this contract, with the
- (iv) The EDKM vetted personnel are authorized to permanently fill the Labor Category of the EDD.

B2

b. Responsibilities:

- (i) Maintain kennel.
- (ii) Conduct in-country training of dogs.
- (iii) Ensure quality control of dog teams.
- (iv) Maintain any controlled substances utilized as training aids
- (v) Provide emergency response in situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations.
- (vi) Summon professional assistance and render First Responder First Aid to individuals who become injured or ill.
- (vii) Explosive ordnance detection.
- (viii) Prevent the unauthorized introduction of explosive devices or matter
- (ix) Protect life and property.
- (x) Maintain order.
- (xi) Maintain dog's training records to meet contract requirements.
- (xii) Prepare all DS Forms 139 and individual inventory reports.
- (xiii) Perform other functions as directed by competent authority.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Graduated from a state, county, city law enforcement academy and is state certified (or military equivalent) as a working dog handler.
- (iv) Shall have a minimum of:
 - One (1) year of service as a Dog Handler.
- (v) Shall be able to recognize canine diseases, be familiar with hygiene requirements, and know the physical condition of the dog.

Note: Certification documents shall accompany any BIOs being submitted for approval.

2.9 Range Master/Firearms Instructor (OCONUS) (RMFI)

a. **Role:** Manage firing range and supervise weapons re-qualification training in overseas locations.

- (i) The RMFI is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The RMFI is required to attend the non-PSS WPPS training course and the Basic Field Firearms Officers Course (BFFOC), as outlined in this contract.
- (iii) The RMFI shall maintain weapons qualification on all WPPS II required weapons systems.

b. **Responsibilities:**

- (i) Plan and coordinate weapons re-qualification training
- (ii) Ensure that all equipment, weapons, ammunition, and materials are on-hand for training
- (iii) Conduct re-qualification firing

c. **Qualifications:**

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Three (3) years experience as a range master
- (iv) Diplomatic Security Certified Firearms Instructor
- (v) Shall be a graduate of the DS Base Field Firearms Officer Course

2.10 PSS/Firearms Instructor (OCONUS) (FI)

a. **Role:** The primary function of the FI is to provide protective security operations. The secondary function of the FI is to supervise weapons re-qualification training in overseas locations.

- (i) The FI is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The FI is required to attend the Basic PSS WPPS training course and the Basic Field Firearms Officers Course (BFFOC), as outlined in this contract.
- (iii) The FI vetted personnel are also authorized to permanently fill the Labor Category of the PSS.
- (iv) The PSS/FI shall maintain weapons qualifications as outlined in this contract, for the

B2

b. **Responsibilities:**

- (i) Plan and coordinate weapons re-qualification training.
- (ii) Ensure that all equipment, weapons, ammunition, and materials are on-hand for training.
- (iii) Conduct re-qualification firing.

- (iv) Perform duties of PSS, when required.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Completed or served at least three (3) years experience in military, law enforcement or executive commercial protection.
- (iv) One (1) year experience in personal protection security assignments with demonstrated skills as outlined in Attachment 1 to Appendix G, Section C of the base contract.

- Three (3) years of training can be substituted for one (1) year of experience
- Four (4) year educational degree may be substituted for one (1) year of training

- (v) One (1) year of experience working as a full-time Firearms Instructor

3. PRS Support Positions

3.1 Administrative and Logistics Security Specialist Manager (ALSSM)

a. Role: Is the overall manager and focal point for all contractor-provided ALSS.

- (i) The ALSSM is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The ALSSM is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) Vetted ALSSM are also authorized to permanently fill the Labor Category of the ALSS.

b. Responsibilities: All aspects of planning, scheduling, organizing, managing, and assessing performance of assigned ALSS under this statement of work, including;

- (i) Ensuring that contractor provided personnel selected for ALSS positions are executing their responsibilities efficiently and effectively. Items of primary concern include assessing performance of ALSS.
- (ii) Ensuring that all necessary contractor ALSS support for the RSO and the protective security details is planned, provided, and maintained to allow RSO and PRS details to perform without a decrease in required performance. Items of particular concern include: On-time delivery of RSO and PRS detail support (equipment).
- (iii) Perform managerial logistical functions.
- (iv) Prepare and maintain property, maintenance, and operational records.
- (v) Prepare periodic/scheduled reports.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency.
- (iii) Two (2) years overseas experience in administrative and logistical support issues/management.
- (iv) Supervised/managed a minimum of ten (10) personnel in a direct reporting relationship.
- (v) Experience working with a wide range of procurement and logistic management programs.
- (vi) Ability to maintain strong working relationships and deal effectively with senior U.S. Embassy personnel and senior-ranking military officers.
- (vii) Proven writing skills and strong interpersonal skills.
- (viii) Demonstrated proficiency in Microsoft Word, Microsoft Excel, Microsoft Outlook, and computer skills to manage electronic files.
- (ix) Ability to live and work in dangerous and stressful conditions.
- (x) The ALSS Manager shall operate in country under the direction of the RSO and directly report to the Contractor's Project Manager shall manage a comprehensive administrative program to assist the needs of the DS Agents and PSS. The individual duties shall include administration, payroll and maintain time sheets/muster sheets for ALSS personnel.
- (xi) The ALSS Manager shall ensure that ALSS assigned as subordinates maintain active and accurate records of all protective detail and static guard force personnel assigned equipment, such as: weapons, ammunition, radios, ballistic vests, ancillary protective equipment, vehicle equipment, medical kits and Chem-Bio equipment.
- (xii) The ALSS Manager shall ensure that all shipments and receipt of equipment and materials for the U.S. Embassy, REO, and RSO are properly documented, and follow the proper customs procedures.
- (xiii) In conjunction with existing WPPS warehouse operations, the incumbent shall maintain strict accountability of equipment, supplies, spare parts, etc. through a computerized file and accounting system.

3.2 Administrative and Logistics Security Specialist (ALSS) (In-country)**a. Roles:** Perform administrative and/or logistical functions, as directed.

- (i) The ALSS is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The ALSS is required to attend the non-PSS WPPS training course as outlined in this contract.

b. Responsibilities:

- (i) Perform general administrative and logistical functions

- (ii) Prepare and maintain personnel, property, maintenance, and operational records
- (iii) Prepare periodic/scheduled reports
- (iv) Maintain duty schedules and time sheets
- (v) Coordinate travel and shipping arrangements
- (vi) Coordinate billeting, storage, and maintenance activities
- (vii) Maintain the inventory database, the format of which will be provided by the RSO in coordination with HTP and DEAV. The ALSS will be authorized access, by the RSO and IRM, to Unclassified and Classified e-mail, SIPR, and NIPR and will be utilized to maintain the inventory databases and to generate unclassified and classified reports.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) One (1) year of working international administrative and logistics support issues.
- (iv) Experience working with a wide range of procurement logistics issues
- (v) Ability to maintain strong working relationships and deal effectively with high-ranking U.S. Embassy personnel and high-ranking military officers
- (vi) Strong written and interpersonal skills
- (vii) Proficient in Microsoft Word, Excel, Outlook, and general computer skills
- (viii) Ability to live and work in dangerous and difficult conditions

Designated ALSS assigned duties and responsibilities may include and the ALSS should be prepared to be responsible for the following:

- (i) Oversight and scheduling of vehicles supporting protective operations.
- (ii) Duties may include, vehicle procurement, receiving, shipping, maintenance scheduling/tracking, repairs scheduling/tracking, serviceability, fuel logs, dispatch records, transfer of vehicles, and maintain an active and accurate record of all vehicles assigned to protective operations (both armored and unarmored).
- (iii) The ALSS assists in the planning, development, and administration of a comprehensive administrative program to serve the needs of the DS Agents and PSS assigned to protective operations. The individual duties may include, administration, payroll, time sheets.
- (iv) The ALSS shall maintain an active and accurate record of all assigned equipment to include, weapons, ammunition, radios, ballistic vests, ancillary protective equipment, vehicle equipment, medical kits and Chem-Bio equipment.
- (v) The ALSS shall coordinate the shipment and receipt of equipment and materials with the U.S. Embassy and host country; documenting, as necessary, that the proper customs, procedures and standards are adhered to.

- (vi) In conjunction with existing warehouse operations, the incumbent shall maintain strict accountability of equipment, supplies, spare parts, etc. through a computerized file and accounting system.
- (vii) Prepares country clearance telegrams for all incoming and out-going personnel traveling to other countries in support of protective operations. Prepares travel locator telegrams for the movement of DS Agents assigned to the U.S. Mission. Coordinates transport and appropriate security for all incoming and outgoing protective security personnel to/from the airport and ensures housing needs are met both in-transit and in country. Arranges and/or confirms air transport schedule, following Post guidelines for various optional travel routings. Prepares daily reports.

3.3 Operations Security Specialist (OSS)

a. **Role:** Perform duties within the Tactical Operations Center (TOC).

- (i) The OSS is designated as support (S) in reference to the Section H, Deduct Clause
- (ii) The OSS is required to attend the non-PSS WPPS training course, as outlined in this contract

b. **Responsibilities:**

- (i) Evaluate threatening situations, and appropriately call for deployment of the Quick Reaction Force (QRF) and/or Explosive Ordinance Disposal (EOD) teams.
- (ii) Operate communications equipment – monitor and relay radio traffic, effectively controlling the network. Communicate with entities outside of the network with a variety of voice- and text-based communications technology including local cell phone, regional and global satellite phone, tactical military radio, and UHF/VHF radio.
- (iii) Prepare weekly and/or daily reports as requested by supervisory chain-of-command.
- (iv) Maintain a watch record of activities.

c. **Qualifications:**

- (i) U.S. Citizen/TCN, as specified in the Task Order.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Quickly evaluate potentially threatening scenarios and decisively advise others in the use of deadly force.
- (iv) Have consistently demonstrated superlative judgment skills throughout a minimum of two (2) years of experience within the past five (5) years related to work in any of the following:
 - Tactical Operations Center
 - Intelligence Analysis
 - Watch Center
 - Command Post Shift Work

Or must have (1) served as a WPPS PSS within the Area of Responsibility (AOR) for 1 year or (2) have documented skill sets that warrant selection to this position based on the Task Order requirements.

3.4 Intelligence Analyst/Team Leader (IAL)

a. **Role:** Analyze intelligence in support of the PRS Detail(s).

- (i) The IAL is designated as support (S) in reference to the Section H, Deduct Clause
- (ii) The IAL is required to attend the non-PSS WPPS training course, as outlined in this contract
- (iii) Vetted IALs are also authorized to permanently fill the Labor Category of the IA.

b. **Responsibilities:**

- (i) Monitor and analyze threat intelligence and assess this information for credibility, urgency, and specific target information.
- (ii) Access pertinent intelligence information from an intelligence processing computer system.
- (iii) Write daily Intelligence Summary Report for applicable PSS detail(s)
- (iv) Write assessments and spot reports as needed.
- (v) Brief special AIC on security concerns pertaining to the personnel protective detail on a daily or weekly basis.
- (vi) Deliver daily Intelligence Summary to locations designated in Task Order.
- (vii) Notify/communicate urgent threat information to the AIC.
- (viii) Perform liaison work with U.S. officials and military units on site and long distance with counterparts in DS on a daily basis.

c. **Qualifications:**

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Three (3) years of intelligence analytical experience.
- (iv) Able to accurately and concisely communicate threat and security information via written products/assessments.
- (v) Able to accurately and concisely communicate threat and security information via verbal briefings.
- (vi) Possess a strong ability to analyze intelligence information and disseminate the information to the protective detail and other security personnel.
- (vii) Willing to perform shift work.
- (viii) Willing and able to travel to hostile regions.

3.5 Intelligence Analyst (IA)

a. **Role:** Analyze intelligence in support of the PRS Detail(s).

- (i) The IA is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The IA is required to attend the non-PSS WPPS training course as outlined in this contract.

b. Responsibilities:

- (i) Monitor and analyze threat intelligence and assess this information for credibility, urgency, and specific target information
- (ii) Access pertinent intelligence information from an intelligence processing computer system
- (iii) Write daily Intelligence Summary Report for applicable PSS detail(s)
- (iv) Write assessments and spot reports as needed
- (v) Brief special AIC on security concerns pertaining to the personnel protective detail on a daily or weekly basis
- (vi) Deliver daily Intelligence Summary to locations designated in Task Order
- (vii) Notify/communicate urgent threat information to the AIC
- (viii) Perform liaison work with U.S. officials and military units on site and long distance with counterparts in DS on a daily basis

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Two (2) years of intelligence analytical experience.
- (iv) Able to accurately and concisely communicate threat and security information via written products/assessments.
- (v) Able to accurately and concisely communicate threat and security information via verbal briefings.
- (vi) Possess a strong ability to analyze intelligence information and disseminate the information to the protective detail and other security personnel.
- (vii) Willing to perform shift work.
- (viii) Willing and able to travel to hostile regions.
- (ix) Willing and able to live in high-threat environments.

3.6 Intelligence Data Systems Engineer (IDSE)

a. Role: Provide systems engineering support for intelligence data analysis.

- (i) The IDSE is designated as support (S) in reference to the Section H, Deduct Clause
- (ii) The IDSE is required to attend the non-PSS WPPS training course, as outlined in this contract

b. Responsibilities:

- (i) Network engineering services support for numerous site networks identified as Local Area Networks (LANs)

- (ii) Connection support for Wide Area Networks (WANs)
- (iii) Establishment, development, implementation, and sustenance of systems training
- (iv) Initiation, development, preparation, and presentation of systems training to target audiences as assigned COR
- (v) Instruct selected personnel in basic computer operation (e.g., databases), word processing, and e-mail functions

c. **Qualifications:**

- (i) U.S. citizen.
- (ii) Level 3 English proficiency.
- (iii) Two (2) years of intelligence computer and communications systems experience.
- (iv) Possess maintenance experience in military electronic systems, computer systems, communication systems, communications security, and satellite systems.
- (v) Experience in training others in areas of expertise.

3.7 Interpreter/Translator (IT)

a. **Role:** Act as PRS detail interpreter/translator.

- (i) The IT is designated as Support (S) in reference to the Section H. Deduct Clause.
- (ii) Only the U.S. citizens are required to attend the non-PSS WPPS training course as outlined in this contract.

b. **Responsibilities:** Perform interpreter/translator duties as required.

c. **Qualifications:**

- U.S. Citizen/TCN/LN
- Level 3 English proficiency
- At a minimum, level 3 proficiency in language/dialects identified in the Task Order

Note: All documentation of certification/training shall be provided to the COR as part of the Proposal submitted by the contractor in response to a Task Order.

The HCN/TCN translator shall not be allowed to carry any type of firearm. The HCN/TCN translator shall not be included nor exposed to any OPS Intelligences briefing, OPS Threat Briefings and any other information pertaining to PSS operations. The TCN/HCN translator shall not receive an encrypted radio nor shall the HCN/TCN translator be allowed to carry a cell phone of any type while on duty. In coordination with RSO and HTP, the vendor shall prepare SOP for HCN/TCN translator.

The HCN/TCN translator shall be provided the same equipment (Clothing only) as other support personnel. Additionally, the HCN/TCN translator shall be issued a ski mask, if

appropriate, to cover his/her identity), The HCN/TCN translator shall not wear duty issued clothing while off duty.

4. Aviation Support

4.1 Aviation Project Manager (APM)

a. **Roles:** Act as in-country manager and focal point for all contractor-provided aircraft operations, with the general advice and guidance of the contractor project manager and DS AIC. The Aviation Project Manager shall be designated as Key Personnel.

- (i) The APM is designated as support (S) in reference to the Section H. Deduct Clause.
- (ii) The APM is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii)
- (iv) The APM vetted personnel are authorized to permanently fill the Labor Categories of the Pilot and Co-pilot.
- (v) This position shall be vetted and approved by the High Threat Protection program office.

B2

b. **Responsibilities:** All aspects of planning, scheduling, organizing, managing, and assessing performance of aircraft and aviation personnel under this contract, including, but not limited to the following:

- (i) Ensure that contractor provided aviation personnel are executing their responsibilities efficiently and effectively. Items of primary concern include assessing performance of aviation personnel and ensuring their proper behavior, whether on or off duty.
- (ii) Ensure that all necessary aviation support is planned and provided, without a decrease in required performance. Items of particular concern include:
 - (iii) Scheduling of aircraft, flight crews, and flight plans.
 - (iv) Availability of operational aircraft when required.
 - (v) Maintenance of aircraft and auxiliary equipment to facilitate continuing operations in an adverse environment.

c. **Qualifications:**

- (i) U.S. Citizen..
- (ii) Level 3 English proficiency.
- (iii) A commercial pilot with instrument rating.
- (iv) A current medical certificate.
- (v) Total of 3,500 hours of flight time, with at least 500 hours using night vision goggles.
- (vi) Served either in a high-risk environment or a U.S. military combat tour.

4.2 Pilot/Co-Pilot (PILOT)

a. **Role:** Operate aircraft, as pilot or co-pilot, in support of a PRS detail(s).

- (i) The Pilot/Co-Pilot is designated as support (S) in reference to the Section H, Deduct Clause
- (ii) The Pilot/Co-Pilot is required to attend the non-PSS WPPS training course, as outlined in this contract
- (iii) The Pilot/Co-Pilot is required to maintain weapons qualification, as outlined in this contract, with the [redacted] and be familiar with the weapons that are carried.
- (iv) The Pilot/Co-Pilot vetted personnel are authorized to permanently fill the Labor Categories of the Pilot and Co-pilot

B2

b. **Responsibilities:**

- (i) Plan and carry out those duties assigned to him/her by the PM
- (ii) Prepare flight plans in support of assigned missions
- (iii) Maintain active and accurate flight records
- (iv) Pilot the aircraft.

c. **Qualifications:**

- (i) U.S. Citizen
- (ii) Level 3 English proficiency
- (iii) A commercial pilot, rotorcraft-helicopter instrument rating
- (iv) A current medical certificate
- (v) Total of 3,500 hours of flight time, with at least 500 hours using night vision goggles
- (vi) Served either in a high-risk environment or a U.S. military combat tour

4.3 PSS/Arial Door Gunner (ADG)

a. **Role:** Protective security functions as specified in daily post and detail orders.

- (i) The ADG is designated as a protective security specialist (P) in reference to the Section H, Deduct Clause.
- (ii) The ADG is required to attend the Basic PSS WPPS training course, as outlined in this contract.
- (iii) The ADG shall maintain weapons qualification, as outlined in this contract, with the [redacted]

B2

b. **Responsibilities:**

- (i) Operate the helicopter's door gun.
- (ii) Perform as a Protective Security Specialist, as delineated in paragraph 2.5.

c. Qualifications: See paragraph c, Protective Security Specialist (PSS)

- (i) U.S. Citizen/TCN, as specified in the Task Order.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Completed or served at least three (3) years in the military, law, enforcement, or executive commercial protection.

- Three (3) years of training can be substituted for one (1) year of experience.

-Four (4) year educational degree may be substituted for (1) year of training

- Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.

4.4 Aircrew Member (ACM)

a. Role: Coordinate activities in cargo/personnel compartments of aircraft.

- (i) The ACM is designated as Support (S) in reference to the Section H, Deduct Clause.
- (ii) The ACM is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The ACM is required to maintain weapons qualification, as outlined in this contract, with the and be familiar with the weapons that are carried on the aircraft.

B2

b. Responsibilities:

- (i) Supervise loading and unloading of cargo/personnel
- (ii) Ensure proper arrangement of cargo/personnel within the aircraft
- (iii) Otherwise assist pilot/co-pilot in operational functions

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 2 English proficiency
- (iii) 3 years of Military Non-Commissioned Officer (NCO) experience as an aircrew member

4.5 Lead Aviation Mechanic (LAMEC)

a. Role: Day-to-day management of aircraft maintenance.

- (i) The LAMEC is designated as support (S) in reference to the Section II, Deduct Clause.

- (ii) The LAMEC is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The LAMEC is required to maintain weapons qualification on the Glock and M4 and be familiar with the weapons that are carried on the aircraft.
- (iv) The LAMEC vetted personnel are authorized to permanently fill the Labor Category of the aviation mechanic.

• **Responsibilities:** Supervises aviation mechanics in the following:

- (i) Maintain the helicopter
- (ii) Maintain aircraft records
- (iii) Ensure that scheduled maintenance is performed on time
- (iv) Order required spare parts

c. **Qualifications:**

- (i) U.S. Citizen
- (ii) Level 3 English proficiency
- (iii) An Airframe and Power (A&P) license, with turbine aircraft experience

Note: Certification documents, aircraft appropriate, shall accompany any BIOs being submitted for approval. These certificates shall be current and maintained by the contractor at all times and be made available to the government upon request.

4.6 Aviation Mechanic (AMEC)

a. **Role:** Day-to-day maintenance of the aircraft.

- (i) The AMEC is designated as support (S) in reference to the Section H. Deduct Clause
- (ii) The AMEC is required to attend the non-PSS WPPS training course, as outlined in this contract
- (iii) The AMEC is required to maintain weapons qualification with the and be familiar with the weapons that are carried on the aircraft.

B2

b. **Responsibilities:**

- (i) Maintain the helicopter
- (ii) Maintain aircraft records
- (iii) Ensure that scheduled maintenance is performed on time
- (iv) Order required spare parts

c. **Qualifications:**

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) Level 3 English proficiency
- (iii) An Airframe and Power (A&P) license, with turbine aircraft experience

Note: Certification documents, aircraft appropriate, shall accompany any BIOs being submitted for approval. These certificates shall be current and maintained

by the contractor at all times and be made available to the government upon request.

4.7 Air Asset Controller (AAC)

a. Role: Provide support within the Regional Security Officer.

- (i) The AAC is designated as Key Personnel and as support (S) in reference to Section II, Deduct Clause.
- (ii) The AAC is required to attend the Non-PSS WPPS training course, as outlined in this contract.
- (iii) This position shall be vetted and approved by the High Threat Protection program office.

b. Responsibilities:

- (i) Provide support to Regional Security Office, Baghdad, Regional Embassy Offices and State Imbedded Offices to schedule, manifest and track flights in support of the Chief of Mission Personnel.
- (ii) Establish and implement manifest records.
- (iii) Coordinate with DoD and establish good line of communication with DoD to ensure effective and smooth operations.
- (iv) Report status.

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Shall be the subject matter expert in the use of the Single Mobility System (SMS)
- (iv) Shall maintain the ability to quickly react to a number of short term priority requests for air support for personnel under Chief of Mission or as requested by RSO
- (v) Shall have constantly demonstrated superlative judgment skill, communication skills through a minimum of two (2) years experience within the five (5) years related to work in any of the following:

Tactical Air Operations Center
Air operations Center
Direct Air Support Center

5. Maintenance Positions

5.1 Senior Armorer (SARM)

- a. Role: The SARM shall be responsible for the overall operations of the Weapons Repair Facility, which includes: scheduling the work to be performed, completing all of the required reports, and supervising the weapons armorer. The SARM shall possess an in-depth knowledge of gun-smithing and shall have well-

developed written and verbal communication skills. The SARM shall report to the DoS Weapons Program Officer from DEAV for all work related technical activities. Maintain PRS detail and non-traditional guard force weapons. Only authorized operator level of maintenance. Echelon Two Maintenance.

- (i) The SARM is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The SARM is required to attend the non-PSS WPPS training course as outlined in this contract.
- (iii) The SARM vetted personnel are authorized to permanently fill the Labor Category of the armorer. The Senior Armorer shall maintain weapons qualification, as outlined in this contract, with the [redacted]

B2

b. Responsibilities:

- (i) Maintain PRS detail and non-traditional guard force weapons
- (ii) Perform all necessary preventive maintenance such that weapons meet Original Equipment Manufacturers (OEM) standards
- (iii) Perform any required corrective maintenance to return weapons to OEM standards
- (iv) Account for all weapons in his/her custody
- (v) The weapons armorer shall perform general maintenance, repair and rebuilding of all DoS provided weapons systems, as directed, to include semi-automatic pistols, submachine guns, pump action shotguns, automatic carbines, and automatic machine guns. He/she shall possess weapons repair certifications from various gun manufacturers to include [redacted] He/she shall also be responsible for the installation of special technical equipment to DoS weapons to include [redacted]

B2

B2

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) One (1) year of Armorer management experience
- (iv) He/she shall be Factory certified and have a current certificate, as required, on all weapons for which he/she is responsible

d. Mandatory Requirements:

- (i) The SARM shall possess a professional knowledge of weapons repair/maintenance principles, methods, and procedures. He/she may qualify through either a combination of the following:
 - Completion of a military weapons armorer school and four years military experience.

- (ii) The SARM shall have solid troubleshooting skills, mature judgments and the ability to deal with a variety of people in a professional and courteous manner under unique and often difficult circumstances.
- (iii) The SARM shall be able to read, understand, and communicate effectively and clearly in the English language
- (iv) The SARM shall have the physical ability to lift and move equipment up to 50 pounds

Note: Certification documents shall accompany any BIOs being submitted for approval. These certificates shall be current and maintained by the contractor at all times and be made available to the government upon request.

5.2 Armorer (ARM)

a. Role: Maintain PRS detail and Guard detail weapons. Only authorized operator level of maintenance. Echelon Two Maintenance. The armorer shall possess an in-depth knowledge of gun-smithing.

- (i) The ARM is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The ARM is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The weapons armorer shall perform general maintenance, repair and rebuilding of all DoS provided weapons systems, as directed by the Senior Armorer, to include semi-automatic pistols, submachine guns, pump action shotguns, automatic carbines, and automatic machine guns. He/she shall possess weapons repair certifications from various gun manufacturers to include [redacted] He/she shall also be responsible for the installation of special technical equipment to DoS weapons to include [redacted]

B2
B2

b. Responsibilities:

- (i) Maintain PRS detail and guard force weapons
- (ii) Perform all necessary preventive maintenance such that weapons meet Original Equipment Manufacturers (OEM) standards
- (iii) Perform any required corrective maintenance to return weapons to OEM standards
- (iv) Account for all weapons in his/her custody
- (v) The weapons armorer shall perform general maintenance, repair and rebuilding of all DoS provided weapons systems, as directed, to include semi-automatic pistols, submachine guns, pump action shotguns, automatic carbines, and automatic machine guns. He/she shall possess weapons repair certifications from various gun manufacturers to include [redacted] He/she shall also be responsible for [redacted]

B2

the installation of special technical equipment to DoS weapons to include

B2

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) He/she shall be Factory certified on a continual basis, as required, on all weapons for which he/she is responsible

d. Mandatory Requirements:

- (i) The ARM shall possess a professional knowledge of weapons repair/maintenance principles, methods, and procedures. He/she may qualify through either one or a combination of the following:
 - Completion of a military weapons armorer school and four years military experience.
- (ii) The ARM shall have strong troubleshooting skills.
- (iii) Shall be able to read, understand, and communicate effectively and clearly in the English language.
- (iv) Shall have the physical ability to lift and move equipment up to 50 pounds

Note: Certification documents shall accompany any BIOs being submitted for approval. These certificates shall be current and maintained by the contractor at all times and be made available to the government upon request.

5.3 Senior FAV/LAV Armor/Vehicle Technician (SAVT)

a. Role: Supervise maintenance personnel. Maintain (preventive and corrective maintenance) of assigned fully armored vehicles (FAV) and light armored vehicles (LAV).

- (i) The SAVT is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The SAVT is required to attend the non-PSS WPPS training course as outlined in this contract.
- (iii) The SAVT is required to maintain weapons qualification as outlined in this contract, with the
- (iv) The SAVT vetted personnel are authorized to permanently fill the Labor Category of the FAV/LAV Armor/Vehicle Technician..

B2

b. Responsibilities:

- (i) Establish and implement maintenance plans
- (ii) Effect repair
- (iii) Report status

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Three (3) years experience in maintenance of FAV/LAV vehicles
 - One (1) year management experience
- (iv) Certified by recognized organization (e.g., factory-certified) for the equipment/system or vehicle assigned
- (v) Approved by DS when required, e.g., vehicle armor, ballistic glass
- (vi) Ensure that all repairs to ballistic glass or opaque armor to DS approved specifications, using DS vetted/approved technicians
- (vii) Ensure that ballistic glass is procured from DS approved manufacturers

Note: Certification documents shall accompany any BICs being submitted for approval. These certificates shall be current and maintained by the contractor at all times and be made available to the government upon request.

5.4 FAV/LAV Armor/Vehicle Technician (AVT)**a. Role:** Maintain (preventive and corrective maintenance) of assigned fully armored vehicles (FAV) and light armored vehicles (LAV).

- (i) The AVT is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The AVT is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The AVT is required to maintain weapons qualification, as outlined in this contract, with

B2

b. Responsibilities:

- (i) Establish and implement maintenance plans.
- (ii) Effect repair.
- (iii) Report status.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 2 English proficiency (see Attachment 4).
- (iii) Certified by recognized organization (e.g., factory-certified) for the equipment/system or vehicle assigned.
- (iv) Approved by DS when required, e.g., vehicle armor, ballistic glass.

Note: Certification documents shall accompany any BICs being submitted for approval. These certificates shall be current and maintained by the contractor at all times and be made available to the government upon request.

5.5 Field Security Technician (FST)

a. **Role:** Install, maintain, repair, and account for all technical/communication security equipment.

- (i) The FST is designated as support (S) in reference to the Section H. Deduct Clause.
- (ii) The FST is required to maintain weapons qualification, as outlined in this contract, with

B2

b. Responsibilities:

- (i) Establish and implement maintenance plans and inventory/accountability systems
- (ii) Install, maintain, and repair communications equipment, CCTV, alarm systems, imminent danger notification systems, intrusion systems, and access control systems
- (iii) Assist with radio communication inscription (key loading communications equipment)
- (iv) Assist with the installation, maintenance, and repair of Blue Force Tracker (OJT will be provided at post)
- (v) Enforce communications SOP and maintenance and accountability plans
- (vi) Conduct site surveys
- (vii) Report status

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English proficiency (see Attachment 4)
- (ii) Five (5) years experience in installation, maintenance, and repair of communications/electronics security equipment

6. Medical Support**6.1 Medical Officer (MO)**

a. **Role:** On-site, the Medical Officer manages medical function.

- (i) The MO is designated as support (S) in reference to the Section H, Deduct Clause.
- (ii) The MO is required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The MO is required to maintain weapons qualification, as outlined in this contract, with

B2

Note: The Medical Officer shall be located OCONUS where medical services are not provided. He/she shall evaluate the medical support being provided to contractor personnel.

b. Responsibilities:

- (i) Plan and implement a medical support program (preventive and corrective) to maintain the health of PRS detail, PRS support personnel, and Guard Force while at post.
- (ii) Plan and implement a program for the treatment of minor injuries suffered during PRS or Guard details; and the stabilization and preparation for transport of injured personnel or personnel with sickness that warrants transfer to a higher level medical facility.

c. Qualifications:

- (i) U.S. Citizen.
- (ii) Level 3 English proficiency (see Attachment 4).
- (iii) Trained and state certified.
- (iv) Eight (8) years experience as an attending physician.
- (v) State Medical Licensure.

Note: All documentation of certification/training shall be provided to the COR as part of the Proposal submitted by the contractor in response to a Task Order. Documentation of certification must accompany the biographies/resumes.

6.2 Physician Assistant (PA)**a. Role: On-site physician assistant.**

- (i) The PA is designated as Support (S) in reference to the Section II, Deduct Clause.
- (ii) The PA is required to attend the non-PSS WPPS training course as outlined in this contract.
- (iii) The PA is required to maintain weapons qualification as outlined in this contract, with

B2

b. Responsibilities:

- (i) Provide physician assistant services at post, including treatment of illnesses or minor injuries suffered during PRS or Guard details
- (ii) Stabilize and prepare sick and injured personnel to a higher level medical facility
- (iii) Ensure that medical kits supplied to EMT I/Special Forces Medics specified personnel and those medical kits provided by the contractor for placement in operational vehicles are maintained as to contents and serviceability

c. Qualifications:

- (i) U.S. Citizen or TCN, as specified in the Task Order
- (ii) Level 3 English proficiency (see Attachment 4)
- (iii) Trained and certified to current, U.S.- recognized standards
- (iv) Five (5) years experience working as a PA

Note: Certification documents shall accompany any BIOs being submitted for approval.

6.3 PSS/ Emergency Medical Technician - Intermediate (EMT I)

a. **Role:** Medic support to principal and PRS detail members.

- (i) The EMT-I is designated as a protective security specialist (P) in reference to the Section II, Deduct Clause.
- (ii) The EMT-I is required to attend the Basic PSS WPPS training course, as outlined in this contract
- (iii) The EMT-I is required to maintain weapons qualification, as outlined in this contract, with the
- (iv) The EMT-I vetted personnel are authorized to permanently fill the Labor Categories of EMT-I and the PSS

B2

b. **Responsibilities:** Conduct protective security operations and provide medic support as required.

c. **Qualifications:**

- (i) Same as 2.5.
- (ii) U.S. Citizen.
- (iii) Level 3 English proficiency (see Attachment 4).
- (iv) Three (3) years U.S. Military Special Forces/Operations Medic experience. Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.
- (v) The EMT-I shall successfully complete the PSS training requirements CONUS and shall receive extensive ON JOB TRAINING (OJT). OCONUS.
- (vi) Contractor shall comply with the following EMT I qualifications;
- (vii) Successful completion of State or National Registry EMT-Intermediate/85 written and practical examinations.
- (viii) Submission of current approved CPR credentials for the professional rescuer.
- (ix) Registration must be valid for the period of deployment
- (x) Candidates with invalid registration should review the requirements at www.nremt.org.

7. Non-Traditional Guard Force (PSS Qualified)

7.1 Detail Leader/Guard Force Commander (DLGFC)

a. **Role:** Manage and direct guard operations on a day-to-day basis.

- (i) The DLGFC shall be designated as Key Personnel and as a PSS (P) in reference to the Section H, Deduct Clause
- (ii) The DLGFC is required to attend the PSS training course, as outlined in the contract.
- (iii) The DLGFC shall obtain weapons qualification as outlined in this contract, with the
- (iv) This position shall be vetted and approved by the High Threat Protection program office.

B2

b. Responsibilities:

- (i) Plan, manage, and evaluate guard force operations
- (ii) Take direction from the assigned DS AIC
- (iii) Coordinate with PRS Leadership

c. Qualifications:

- (i) U.S. Citizen
- (ii) Seven (7) years experience in protective security assignments. At least two (2) of these years must have been in a supervisory or in-charge capacity. Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment I to Appendix G, Section C (Training Curriculum) of the base contract.

7.2 Deputy Detail Leader/Guard Supervisor (DDLGS)

a. Role: Supervise two or more Senior Guards/Supervisors.

- (i) The DDLGS shall be designated as Key Personnel and as a PSS (P) in reference to the Section H, Deduct Clause
- (ii) The DDLGS is required to attend the PSS training course, as outlined in the contract.
- (iii) The DDLGS shall obtain weapons qualification as outlined in this contract, with the
- (iv) The DDLGS vetted personnel are authorized to permanently fill the Labor Categories of the senior guard shift supervisor, senior guard, the guard, or the PSS.

B2

b. Responsibilities: On-site supervision of large groups of guards or specific sectors or functions of the guard program.

c. Qualifications:

- (i) U.S. Citizen
- (ii) Six (6) years experience in protective security assignments. At least one (1) of these years must have been in a supervisory or in-charge capacity.

- (iii) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.

7.3 PSS/Senior Guard Shift Supervisor (PSS/SGSS)

a. Role: Supervise two or more Senior Guards/Supervisors.

- (i) The PSS/SGSS shall be designated as Key Personnel and as a PSS (P) in reference to the Section H, Deduct Clause
- (ii) The PSS/SGSS is required to attend the PSS training course, as outlined in the contract.
- (iii) The PSS/SGSS shall obtain weapons qualification as outlined in this contract, with the [redacted]

B2

b. Responsibilities: On-site supervision of large groups of guards or specific sectors or functions of the guard program.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) Three (3) year experience in protective security assignments
- (iii) Level 2 English proficiency
- (iv) Fluent in native language of TCN guard force
- (v) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.

7.4 PSS/Senior Guard Supervisor (PSS/SGS)

a. Role: Senior Guard Supervisor.

- (i) The PSS/SGS shall be designated as Key Personnel and as a PSS (P) in reference to the Section H, Deduct Clause
- (ii) The PSS/SGS is required to attend the PSS training course, as outlined in the contract.
- (iii) The PSS/SGS shall obtain weapons qualification as outlined in this contract, with the [redacted]
- (iv) The PSS/SGS vetted personnel are authorized to permanently fill the Labor Categories of the senior guard, the guard, or the PSS.

B2

b. Responsibilities: Supervise small groups or assume position requiring greater responsibility.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) Two (2) year experience in protective security assignments
- (iii) Level 2 English proficiency
- (iv) Fluent in native language of TCN guard force
- (v) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.

7.5 PSS/Senior Guard (PSS/SG)

a. Role: Senior Guard.

- (i) The PSS/SG shall be designated as Key Personnel and as a PSS (P) in reference to the Section H. Deduct Clause
- (ii) The PSS/SG is required to attend the PSS training course, as outlined in the contract.
- (iii) The PSS/SG shall obtain weapons qualification as outlined in this contract, with the
- (iv) The PSS/SG vetted personnel are authorized to permanently fill the Labor Categories of the guard or the PSS.

B2

b. Responsibilities: Supervise small groups or assume position requiring greater responsibility.

c. Qualifications:

- (i) U.S. Citizen/TCN, as specified in the Task Order
- (ii) One (1) year experience in protective security assignments
- (iii) Level 2 English proficiency
- (iv) Fluent in native language of TCN guard force
- (v) Experience can be gained in the employ of any Federal, State, Local or commercial entities providing high threat protective services that require skills similar to those outlined in Attachment 1 to Appendix G, Section C (Training Curriculum) of the base contract.

8. Guard Force (Non-PSS Qualified)

8.1 Guard Force Commander (GFC)

a. Role: Manage and direct guard operations on a day-to-day basis.

- (i) The GFC shall be designated as Key Personnel and as a Guard (G) in reference to the Section H. Deduct Clause
- (ii) The GFC is required to attend the guard force training course, as outlined in the contract.

- (iii) The GFC shall maintain weapons qualification on all weapons being utilized by the guards.
- (iv) This position shall be vetted and approved by the High Threat Protection program office.

b. Responsibilities:

- (i) Plan, manage, and evaluate guard force operations
- (ii) Take direction from the assigned DS AIC
- (iii) Coordinate with PRS Leadership

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English language proficiency (see Attachment 4)
- (iii) Ten (10) years of military service as an Officer or Senior NCO, or similar police/local guard force supervisory experience
- (iv) Expert in physical security and access control matters
- (v) Qualified and current in government issued weapons, including handgun, semi-automatic rifle/carbine, PR 24 or other DS approved baton, shotgun, and other pertinent weapons

8.2 Guard Supervisor (GS)

a. Role: Supervise two or more Senior Guards/Supervisors.

- (i) The GS shall be designated as a Guard (G) in reference to the Section H, Deduct Clause.
- (ii) The GS is required to attend the guard force training course, as outlined in the contract.
- (iii) The GS shall maintain weapons qualification on all weapons being utilized by the guards.
- (iv) The GS vetted personnel are authorized to permanently fill the Labor Categories of the senior guard and the guard.

b. Responsibilities: On-site supervision of large groups of guards or specific sectors or functions of the guard program.

c. Qualifications:

- (i) U.S. Citizen
- (ii) Level 3 English language proficiency (see Attachment 4)
- (iii) Expert in physical security and access control matters
- (iv) Prior military experience such as that obtained by a Senior NCO
- (v) Seven (7) years of military, similar police, or local guard force supervisory experience
- (vi) Qualified and current in government issued weapons, including handgun, semi-automatic rifle/carbine, PR 24 or other DS approved baton, shotgun, and other pertinent weapons

8.3 Senior Guard (SRG)**a. Role:** Mid-level Guard.

- (i) The SRG shall be designated as a guard (G) in reference to the Section H, Deduct Clause.
- (ii) The SRG is required to attend the guard force training course, as outlined in the contract.
- (iii) The SRG shall maintain weapons qualification, as outlined in this contract, with the [REDACTED]
- (iv) The SRG vetted personnel are authorized to permanently fill the Labor Categories of the SRG and the G.

B2

b. Responsibilities: Supervise small groups or assume position requiring greater responsibility.**c. Qualifications:**

- U.S./TCN
- Level 2 English language proficiency (see Attachment 4)
- Completion of Non-Commissioned Officer (NCO) Academy, or Military or Mid-Grade Police service academy
- Able to demonstrate expertise in physical security and access control matters
- Prior military experience such as that obtained by a NCO
- Five (5) years of military, similar police, or local guard force supervisory experience
- Qualified and current in government issued weapons, including handgun, semi-automatic rifle/carbine, PR 24 or other DS approved baton, shotgun, and other pertinent weapons

8.4 Guard (Male/Female) (G)**a. Role:** Perform routine guard services.

- (i) The G shall be designated as a Guard (G) in reference to the Section H, Deduct Clause.
- (ii) The G is required to attend the guard force training course, as outlined in the contract.
- (iii) The G shall maintain weapons qualification as outlined in this contract, with the [REDACTED]
- (iv) The G vetted personnel are authorized to permanently fill the Labor Categories of the G.

B2

b. Responsibilities: Perform guard services as assigned.**c. Qualifications:**

- (i) U.S./TCN/HCN-LN
- (ii) Level 1 English language proficiency
- (iii) Prior military experience

- (iv) Three (3) years of military, similar police, or local guard force experience
- (v) Familiarity with physical security and access control matters
- (vi) Qualified and current in government issued weapons, including handgun, semi-automatic rifle/carbine, shotgun, and other pertinent weapons

8.5 Security Screener (Male/Female) (SCS)

a. **Role:** Perform routine visitor screening services.

- (i) The SCS shall be designated as Guard (G) in reference to Section H, Deduct Clause
- (ii) The non-U.S. SCS are required to attend the Guard Force Training course as outlined in this contract. The U.S. SCS are required to attend the non-PSS WPPS training course, as outlined in this contract.
- (iii) The SCS shall maintain weapons qualification as outlined in this contract, with the

B2

b. **Responsibilities:** Perform services as assigned.

c. **Qualifications:**

- (i) U.S./TCN/HCN-LN
- (ii) Level 3 English language proficiency
- (iii) One (1) year of military, similar police, or local guard force experience
- (iv) Familiarity with physical security and access control matters
- (v) Qualified and current in government issued weapons, including handgun, semi-automatic rifle/carbine, shotgun, and other pertinent weapons

9. PRS Administrative Support Personnel

9.1 Deputy Project Manager Facilities and Support (DPMFS)

a. **Role:** On a short-term basis, and only in the absence of the Project Manager, assume the on-site role and responsibilities of the Project Manager for facilities and support only.

- (i) The DPMFS is designated as Key Personnel and as support (S) in reference to Section H, Deduct Clause.
- (ii) The DPMFS is required to maintain weapons qualification, as outlined in this contract, with the
- (iii) The DPMFS is required to attend the non-PSS WPPS training course, as outlined in this contract.

B2

b. **Responsibilities:**

- (i) Assignment and allocation of housing, program support elements
- (ii) Plan, design, and manage buildings and grounds in addition to people
- (iii) Responsible for coordinating the physical workplace with the people and work of an organization.
- (iv) Duties relating to operations and maintenance, housing compound, project planning and management, communication, quality assessment, facility

function, technology integration, and management of human and environmental factors. Tasks within these broad categories may include space and workplace planning, budgeting, lease management, renovations, or facility planning and design

- (v) Oversight of renovation projects, ranging from improving efficiency to ensuring that facilities meet government regulations and environmental, health, and security standards
- (vi) Monitor the facility to ensure that it remains safe, secure, and well-maintained
- (vii) Responsible for directing staff, including maintenance, grounds, and custodial workers

c. Qualifications:

- (i) U.S./TCN, as specified in the Task Order
- (ii) Level 3 English language proficiency
- (iii) Bachelor's Degree in one of the following disciplines - engineering, architecture, construction management, business administration, or facility management
- (iv) Specialized Experience: Eight (8) years
- (v) Managerial Experience: Five (5) years

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 136 of 187
-----------------	-------------------------------	---	--------------------

SECTION I -- CONTRACT CLAUSES

RELEASED IN FULL

M4

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

[Insert one or more Internet addresses]

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	October 2003
52.207-05	Option To Purchase Equipment	February 1995
52.208-04	Vehicle Lease Payments	April 1984
52.208-05	Condition of Leased Vehicles	April 1984
52.208-06	Marking of Leased Vehicles	April 1984
52.208-07	Tagging of Leased Vehicles	May 1986
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.211-05	Material Requirements.	August 2000
52.211-15	Defense Priority And Allocation Requirements	September 1990
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	October 1997
52.216-04	Economic Price Adjustment-Labor and Material	January 1997

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: CLARKE N ELLIS
DATE/CASE ID: 24 SEP 2009 S200900019

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 137 of 187
-----------------	-------------------------------	---	--------------------

52.217-08	Option To Extend Services	November 1999
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	October 2004
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09 Alt II	Small Business Subcontracting Plan (Jan 2002) - Alternate II	October 2001
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	June 2003
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-19	Child Labor- Cooperation with Authorities and Remedies	June 2004
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-29	Notification of Visa Denial	June 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-03 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	July 1995
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000.
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-01	Buy American Act - Supplies	June 2003
52.225-05	Trade Agreements	January 2005
52.225-08	Duty- Free Entry	February 2000
52.225-13	Restrictions on Certain Foreign Purchases	March 2005
52.225-14	Inconsistency Between English Version And Translation Of Contract	February 2000
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice And Assistance Regarding Patent And Copy Infringement	August 1996
52.227-03	Patent Indemnity	April 1984
52.228-03	Worker's Compensation Insurance (Defense Base Act)	April 1984
52.228-04	Workers' Compensation and War-Hazard Insurance Overseas	April 1984
52.228-05	Insurance - Work On A Government Installation	January 1997
52.228-07	Insurance--Liability To Third Persons	March 1996
52.228-08	Liability and Insurance - Leased Motor Vehicles	May 1999
52.229-03	Federal, State And Local Taxes	April 2003
52.229-06	Taxes--Foreign Fixed-Price Contracts	June 2003
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-06	Administration of Cost Accounting Standards	November 1999
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 138 of 187
-----------------	-------------------------------	---	--------------------

52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.232-37	Multiple Payment Arrangements	May 1999
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Cerification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-01 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	April 1984
52.243-06	Change Order Accounting	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.245-09	Use And Charges	April 1984
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-23	Limitation Of Liability	February 1997
52.246-25	Limitation Of Liability--Services	February 1997
52.247-63	Preference For U.S. Flag Air Carriers	June 2003
52.248-01	Value Engineering	February 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991
52.216-25	Contract Definitization (See Note I.)	October 1997

I.2 52.222-02 PAYMENT FOR OVERTIME PREMIUMS

JULY 1990

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

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

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

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

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

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

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 139 of 187
-----------------	-------------------------------	---	--------------------

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

JUNE 1987

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

I.4 52.232-16 PROGRESS PAYMENTS

APRIL 2003

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

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract or invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
 - (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 140 of 187
-----------------	-------------------------------	---	--------------------

- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for--
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
 - (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
 - (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
 - (2) Performance of this contract is endangered by the Contractor's--
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
 - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
 - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
 - (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
 - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
 - (d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
 - (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 141 of 187
-----------------	-------------------------------	---	--------------------

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights. (1) No payment or vesting of title under this clause shall--
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause--
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 142 of 187
-----------------	-------------------------------	---	--------------------

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 143 of 187
-----------------	-------------------------------	---	--------------------

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

1.5 52.232-16 PROGRESS PAYMENTS (APR 2003) - ALTERNATE I
ALT I

MARCH
2000

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

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 144 of 187
-----------------	-------------------------------	---	--------------------

contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 145 of 187
-----------------	-------------------------------	---	--------------------

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 146 of 187
-----------------	-------------------------------	---	--------------------

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

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

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

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

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

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

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

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

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 147 of 187
-----------------	-------------------------------	---	--------------------

- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 148 of 187
-----------------	-------------------------------	---	--------------------

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

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

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

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

(c) Designated Office:

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

Mailing Address:
P.O. Box 9487, Rosslyn Station
Rosslyn, VA 22219

Telephone Number:
_ 703-875-5953 _____ FAX: 703-875-6866

Person to Contact:
Wardell Wanza

Electronic Address:
VendorClaims@sa15wpa.us-stac.gov

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 149 of 187
-----------------	-------------------------------	---	--------------------

I.8 52.243-07 NOTIFICATION OF CHANGES

APRIL 1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 150 of 187
-----------------	-------------------------------	---	--------------------

- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (c) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

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

I.9 52.246-20 WARRANTY OF SERVICES

MAY 2001

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 90 days from the date of acceptance by the Government. This notice shall state either --
- (1) that the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.10 217.9V FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT NOVEMBE

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 151 of 187
-----------------	-------------------------------	---	--------------------

(ACQ VARIATION)

R 1999

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (ACQ VARIATION) (11/99)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

ITEM(S)	LATEST OPTION EXERCISE DATE
Option year one	Expiration date of base year
Option year two	Expiration date of option year one
Option year three	Expiration date of option year two
Option year four	Expiration date of option year three.

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

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

I.11 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER
1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.12 52.216-18 ORDERING

OCTOBER
1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract expiration.

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 152 of 187
-----------------	-------------------------------	---	--------------------

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

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

I.13 52.216-19 ORDER LIMITATIONS

OCTOBER
1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100M;

(2) Any order for a combination of items in excess of \$100M, or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.14 52.216-22 INDEFINITE QUANTITY

OCTOBER
1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the

UNCLASSIFIED

U.S. Exh. 3 p.97

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 153 of 187
-----------------	-------------------------------	---	--------------------

Contractor shall not be required to make any deliveries under this contract after expiration of any task order properly awarded before expiration of contract.

I.15 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the funded dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is amount owed the contractor dollars.

I.16 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL 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

None identified at this time. May be identified on a domestic task order if applicable.

I.17 52.222-49 SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE MAY 1989
UNKNOWN

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: None. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing at the time of soliciting a task order to be performed in the United States.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.18 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL AUGUST
ALT I CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) - 2000
ALTERNATE I

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 154 of 187
-----------------	-------------------------------	---	--------------------

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.19 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY 2001

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 155 of 187
-----------------	-------------------------------	---	--------------------

Contains (or manufactured with, if applicable) * _____ a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

1.20 52.232-32 PERFORMANCE-BASED PAYMENTS

FEBRUAR
Y 2002

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 156 of 187
-----------------	-------------------------------	---	--------------------

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

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

(i) failure to make progress; or

(ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

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

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

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

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

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

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

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

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

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

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 157 of 187
-----------------	-------------------------------	---	--------------------

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause--

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments; and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall--

(i) excuse the Contractor from performance of obligations under this contract; or

(ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

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

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

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

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 158 of 187
-----------------	-------------------------------	---	--------------------

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I.21 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER
R 2004

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 159 of 187
-----------------	-------------------------------	---	--------------------

I.22 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR
Y 1998

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

--<http://www.arnet.gov/far/> for FAR clauses-

<http://www.statebuy.state.gov/dosar/dosartoc.htm> for DOSAR clauses

I.23 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

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

(b) The use in this solicitation or contract of any N/A clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.24 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG
COMMERCIAL VESSELS

APRIL 2003

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are--

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer, and

(ii) The:
Office of Cargo Preference
Maritime Administration (MAR-590)

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 160 of 187
-----------------	-------------------------------	---	--------------------

400 Seventh Street, SW
Washington, DC 20590.

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to--

- (1) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;
- (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
- (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
- (4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

- (A) A contract or agreement for ocean transportation services; or
- (B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military.—

- (1) Contingency operations;
- (2) Exercises; or

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 161 of 187
-----------------	-------------------------------	---	--------------------

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-4610.

(End of clause)

I.25 FILE DOSAR 652.228-74 DBA INSURANCE.DOC

652.228-74 Defense Base Act Insurance Rates - Limitation - Fixed-Price (AUG 1999) (DEVIATION)

(a) The Department of State has entered into a contract with an insurance carrier to provide DBA insurance to Department of State contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.87 per \$100 of compensation; or

Construction @ \$5.00 per \$100 of compensation.

(b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA insurance in their bid/proposal using the foregoing rate, and insert the totals in the spaces provided for the base year and each year thereafter, if applicable. The DBA insurance cost shall be included in the total fixed price. The DBA insurance costs shall be reimbursed directly to the contractor.

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract. The statement shall also indicate whether or not such local nationals or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees of the bidder/offeror who are covered under a local workers' compensation law, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention. If any employees of the bidder/offeror who are local nationals or third country nationals are not covered under a local workers' compensation law, the bidder/offeror shall procure Defense Base Act insurance covering those employees pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier at the rates specified above.

(End of provision)

I.26 FILE DOSAR 652.228-71 DBA INSURANCE.DOC

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services (AUG 1999) (DEVIATION)

(a) This clause supplements FAR 52.228-3 and FAR 52.228-4.

(b) The contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 162 of 187
-----------------	-------------------------------	---	--------------------

Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the Department of State contract is \$3.87 per \$100 of compensation for services.

(c) The Department of State has obtained a waiver of DBA coverage for contractor employees who are not citizens of, residents of, or hired in the United States; (i.e., local nationals or third country nationals). If any contractor employees are local nationals and/or third country nationals, the contractor shall provide such employees with worker's compensation benefits against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. If contract performance takes place in a country where there are no local workers' compensation laws, the contractor shall procure Defense Base Act insurance covering those local national and/or third country national employees pursuant to the contract between the Department of State and the Defense Base Act insurance broker.

(d) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these individuals. For those employees, the contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

(e) The contractor agrees to insert a clause substantially the same as this one in all subcontracts. Subcontractors shall be required to insert a similar clause in any of their subcontracts.

(f) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the Department shall modify this contract accordingly.

(g) The contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(End of clause)

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

M6

J.1 SECTION SECTION J - LIST OF ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

RELEASED IN PART
B6, B2

MAY

All attachments except E, F, and G are posted on FEDBIZOPPs as files separate from the solicitation.

NO. OF PAGES	TITLE	DATE	
ATTACHMENT A	Standard Form 3881, ACH Vendor/ Miscellaneous Payment Enrollment Form	12/90	1
ATTACHMENT B	Disclosure of Lobbying Activities (SF LLL with SF LLL-A)	N/A	2
ATTACHMENT C	DD Form 254, Department of Defense Contract Security Classification Specification	6/18/2004	6
ATTACHMENT D	DUAL CITIZENSHIP FORM	N/A	2
ATTACHMENT E	Task Order Request for a Local Program Management Office to be submitted with Contract Proposal	8/25/2004	7
ATTACHMENT F	Task Order Request for a Jerusalem PSS Detail to be Submitted With Contract Proposal	8/25/2004	13
ATTACHMENT G	Use of Deadly Force Policy	8/25/2004	8

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

J.2 FILE SECTION J - ATTACHMENT E - PROGRAM MANAGEMENT
OFFICE TASK ORDER.DOC

ATTACHMENT E

TASK ORDER PROPOSAL REQUEST (SOLICITATION S-AQMPD-04-R-1016)

1. Task Order Request Number: 2004-001 8/25/2004
2. Task Title: Local Program Management Office (LPMO) in DC Area for the
Worldwide Personal Protective Services (WPPS) Contract
3. Project Office
Overseas Protective Operations (OPO)
Bureau of Diplomatic Security
16th Floor, SA-20
1801 North Lynn Street
Rosslyn, VA 22209
4. Contracting Officer's Representative (COR)
Frederic M. Piry
Division Chief,
High Threat Protection, DS/IP/HTP

5. **Period of Performance**

The period of performance for this Task-Order (TO) is one year with two option years. The period of performance for the LPMO will normally coincide with the length of the contract and/or performance on any operational task order(s) issued to the contractor.

6. **Work to be Performed**

The mission or role of the LPMO is to provide direct coordination and support to the Contracting Officer (CO), Contracting Officer's Representative (COR) and High Threat Protection Division (HTPD) Program Office on all TO-related matters to ensure success of the ongoing efforts in a timely manner. Areas of advice/coordination/support shall encompass, but are not limited to the following: protective operations, protective service (PRS) training, logistics, communications, supplies, contract administration, manning levels, reporting, and administrative matters such as assisting in clearance processing for overseas-bound contractor personnel to include obtaining Diplomatic and/or Official passports for contractor personnel. Additionally, the Contractor may be tasked to estimate staffing requirements, prepare cost estimates, research matters pertaining to operational TO performance requirements, and provide written reports on topics which the CO, COR, and/or DSPO has requested the contractor to research and provide specific comments.

Due to operational issues and changing requirements, situations routinely develop that necessitate the need to meet fact to face to discuss sensitive matters. Therefore, time is of the essence and most issues must be addressed in a relatively short time period. Failure to provide timely and efficient solutions to changing situations could possibly place personnel and property at a significant risk.

This TO requires the contractor (or contractors if multiple awards) to set up as part of its management infrastructure a local office in the Washington, D.C. area, thus enabling it to coordinate/assist in effecting the required daily interface with DS as new and revised tasks emerge.

As a minimum, the LPMO shall maintain the same office hours as its counterpart DS program office

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
------------------------	-------------------------------	---	------------

(normally 0800 –1700 hours, Monday through Friday). Due to the operational nature of the work performed under the TOs, the LPMO will be manned during the normal lunch period. In view of ongoing overseas operations and the attendant time change, the Program Manager (PM) shall make provision for after hours contact in event of an emergency. The PM or his/her designated representative shall be available at all times to receive and implement special instructions from the CO or COR.

Personnel working in the LPMO shall work a minimum of 40 hours per week, unless the LPMO is closed due to a national holiday or individual is on leave. Should a key person be absence for more that ten (10) consecutive workdays, the Contractor must temporarily fill the position with another qualified individual. The Contractor shall coordinate this action with both the CO and COR.

The PM or his/her representative shall attend all regularly scheduled meetings of the HTPD Program Office dealing with TO matters as well as special, unscheduled meetings as required by the COR. To the maximum extent practicable, HTPD will provide the LPMO four (4) hours notice of these unscheduled meetings.

Notes:

1. In view of the extremely high threat conditions that exist in several areas of the world, the Department of State (DoS), Bureau of Diplomatic Security (DS), has been tasked and continues to maintain several protective details, consisting of experienced/highly trained contractors, in several "trouble spots" in the world today.

2 Under the aegis of the WPPS contract, these protective security personnel provide for the personal protection and safety of U.S. Ambassadors, U.S. high-level officials, and designated foreign dignitaries while conducting official business, in an extremely dangerous and unsettled environment.

PERFORMANCE OBJECTIVE NO. 1

As directed, the Contractor shall:

- Provide qualified personal to staff the LPMO
- Provide one (1) Program Manager, one (1) Assistant Facility Security Officer (AFSO), and one (1) Administrative and Logistics Security Specialist (ALSS)

Performance Measures	Performance Standards
a) Quality	Service provided per this Task Order
b) Timeliness (1) Establishment of LPMO (2) Prompt responses	Within 60 days of task order award Response within one and one-half hour of notice to attend meeting

7. Special Qualifications of Personnel

PERFORMANCE OBJECTIVE NO. 2

The Contractor shall:

- Provide personnel to fill the following positions
- Ensure that personnel meet the following qualifications

7.1 Local Program Manager (LPM)

- a. The LPM position in this task order shall be the same as the Project Manager labor category described in the contract.
- b. Manages the operation of the LPMO and is the overall manager and local focal point for all contractor functions and personnel.
- c. Maintains close liaison with CONUS and in-country U.S. Government and contractor provided personnel.
- d. Responsibilities: See Section C, Appendix B, Item B.1

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

c. **Qualifications:** See Section C, Appendix B, Item B.1

7.2 Assistant Facility Security Officer (AFSO)

a. The AFSO position in this TO shall be the same as the Deputy Project Manager labor category described in the contract.

b. The AFSO shall complete security training within one (1) year of appointment as specified in Chapter 3 of the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22M.

c. Maintains direct contact with Facility Security Officer at contractor location awarded contract. Provide assistance to Facility Security Officer with regard to submission of WPPS personnel for Department of State personnel security clearances.

d. **Responsibilities:** Supervises and directs security measures necessary for implementing the NISPOM, DoS policies and procedures related to contract requirements and Federal requirements for classified information.

e. **Qualification:** The AFSO shall have a minimum of three (3) years experience working in the security field and one (1) year specialized experience serving as a Facility Security Officer or AFSO.

7.3 Administrative and Logistics Security Specialist (ALSS)

a. The ALSS position in this task order shall be the same as the Deputy Project Manager labor category described in the contract.

b. **Responsibilities:** The ALSS:

- Plans and carries out those duties assigned to him/her by the PM
- Assists in the planning, development, and administration of a comprehensive administrative and logistics support program to serve the needs of the HTPD. This includes overseeing and coordinating inventory management, procurement actions, maintenance, repairs, and serviceability of all protective equipment, tactical equipment, and supplies for the PSS operations
- Maintains active and accurate equipment records of all protective security specialists (PSS) personnel assigned
- Coordinates the shipment of contractor furnished equipment and materials with the DS HTPD Program Office, U.S. Embassy, and host country. Documenting, as necessary, that the proper customs, procedures, and standards are adhered to
- Maintains, in conjunction with existing operations, strict accountability of equipment, supplies, spare parts, etc. through a computerized file and accounting system associated with TOs issued under this contract
- Prepares support documentation for all incoming and out-going personnel traveling to other countries in support of the contract
- Coordinates transport with the HTPD Program Office and U.S. Embassies for all incoming and outgoing WPPS personnel to/from the airport and ensures housing needs are met both in-transit and in-country. Arranges and/or confirms air transport schedule, following HTPD Program Office and Post guidelines for various optional travel routings

c. **Qualifications:** The ALSS shall:

- Have a minimum of three (3) years experience performing administrative and logistical support duties
- Have strong written and interpersonal skills
- Be proficient in Microsoft Word, Excel, Outlook, and general computers skills
- Have experience working with a wide range of procurement logistics issues
- Have the ability to maintain strong working relationships and deal effectively with other personnel
- Have overseas experience in administrative and logistical support issues

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

7.4 Other Support Personnel

The Contractor may assign other support personnel to the LPMO. If the contractor is awarded a construction TO and/or an existing TO is revised to include construction, the Contractor shall staff the LPMO with at least one (1) staff member for the duration of the construction project who has supervised construction of similar projects and/or served as construction project manager.

Performance Measures	Performance Standards
a) Quality	100% of positions filled with qualified personnel
Note: 100% is the target standard. As part of the contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the contractor from meeting the target standard.	

NECESSARY CONDITIONS (NC)

NC No. 7.1: The PM must have authority to commit company resources for all actions necessary to perform work under all issued TOs. Contract modifications, hiring actions, and other matters not directly TO-related may be initiated at local level, but must be approved and executed at corporate level in accordance with Representations, Certifications and Other Statements of Offers that were submitted with offer.

8. Training

PERFORMANCE OBJECTIVE NO. 3

The Contractor shall:

- Ensure that the AFSO meets all training requirements as specified in Chapter 3 of the NISPOM

Performance Measures	Performance Standards
a) Quality	Training satisfactorily completed
b) Timeliness	Training completed within period allowed by Chapter 3 of the NISPOM

9. Security Requirements

PERFORMANCE OBJECTIVE NO. 4

The Contractor shall:

- Possess and maintain a TOP SECRET facility security clearance issued by the Defense Security Service (DSS) in accordance with the NISPOM
- Ensure that all personnel assigned to this TO are U.S. citizens
- Ensure that the PM, AFSO, and ALSS possess SECRET or INTERIM SECRET security clearances issued by Department of State (DOS) and that they maintain those clearances throughout their employment in support of the LPMO
- Must have security clearances issued prior to performance on Task Order

Performance Measures	Performance Standards
a) Quality	All contractor personnel possess and maintain required security clearances
b) Timeliness	Training completed 60 days after TO issued.

Notes -

1. The LPMO need not have its own facility clearance, as no access to classified information will be required at the LPMO. All access to classified information will occur at Department of State locations.

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

2. The LPMO will not be authorized to store or process any classified information at its location. Per the contract requirements, the location to which this contract was issued must maintain a facility security clearance at the Top Secret level. The Facility Security Officer at that location will be responsible for processing personnel security clearance for personnel assigned to the LPMO.

10. Screening of Personnel

PERFORMANCE OBJECTIVE NO. 5

The contractor shall:

- Process candidates in accordance with Section C.4.3, Appendix E, of the basic contract
- Submit resumes to the HTPD and the COR for initial screening
- Ensure that the clearance application packages consist of the forms identified in Section C, Appendix E

Performance Measures	Performance Standards
a) Quality	All contractor personnel screened IAW DS approved contractor screening plan.

NECESSARY CONDITIONS (NC)

NC No. 10.1: The HTPD will assist the LPMO staff to obtain needed building passes for SA-20 and other state buildings.

NC No. 10.2: Upon receipt of clearance application packages, the Industrial Security Division (DS/IS/IND) will assist in the security clearance process. Should a security interview be required for any nominee, the Contractor shall make its personnel available.

11. Key Personnel

All personnel assigned to this TO are considered key personnel.

PERFORMANCE OBJECTIVE NO. 6

The Contractor shall:

- Comply with Section H.6 in respect to key personnel
- Submit resumes for all individuals nominated
- Ensure that resumes include Social Security Numbers (SSN), place of birth (PoB), date of birth (DoB), and clearance status
- Provide names, position title, and clearance information of personnel to be assigned in the space below

NAME	POSITION TITLE	CLEARANCE INFO
_____	_____	_____
_____	_____	_____
_____	_____	_____

Performance Measures	Performance Standards
a) Retention of personnel	100% retention of key personnel throughout entire TO effort
Note: The COR will take into account any extenuating circumstances that might have precluded the contractor from meeting the target standard.	

12. Government Furnished Equipment (GFE)

N/A

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

13 Contractor Furnished Equipment (CFE)

PERFORMANCE OBJECTIVE NO. 8

The Contractor shall:

- Locate the LPMO with a 50-mile radius of Washington, D.C., so that it is accessible to SA-20 (see paragraph 3, above, for the address) in no more than one and one-half (1½) hour. This is necessary to facilitate face-to-face meetings and discussions of sensitive matters between the contractor and the Government
- Obtain a facility not exceed 1,200 square feet unless authorized by the CO
- Provide standard office furniture such as desks, chairs, and storage cabinets
- Provide minimum equipment requirements, i.e., telephone, fax, photocopier, personal computers, and file cabinets
- Ensure that LPMO personnel have the ability to travel by vehicle and/or public transportation to the Department of State facilities in the Washington, D.C. area within a relatively short time
- Ensure that LPMO personnel have the ability to travel to training sites and other locations outside the Washington, D.C., area as necessitated by daily operations

14. Task Order Management Plans, Technical and Cost Proposals

PERFORMANCE OBJECTIVE NO. 9

The Contractor shall:

- Submit a Task Order Management Plan (TOMP), and technical and cost proposal with the contract proposal
- Price the following cost reimbursable items as accurately as possible
 - Defense Base Act (DBA) insurance
 - Travel
 - Housing
 - Equipment
 - Daily subsistence

Performance Measures	Performance Standards
a) Quality	TOMP addresses all requirements of Section C.4.3.8.4 of the contract
b) Timeliness	TOMP received with the contract proposal

NECESSARY CONDITIONS (NC)

NC No 14.1: The contractor is reminded that this is a request for proposal (RFP); it is not a TO nor does it authorize performance or expenditure of funds.

15. Special Necessary Conditions

N/A

16. Deliverables

- a. Clearance application packages as specified in paragraph 10, above.
- b. Services as specified in the TO and Section C of the contract.
- c. Weekly, monthly, quarterly, and other reports required by Section C.4.6.

Performance Measures	Performance Standards
a) Quality	100% reports are prepared and submitted as directed
b) Timeliness	100% on time

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

J.3 FILE SECTION J - ATTACHMENT F - JERUSALEMTASK ORDER.DOC

ATTACHMENT F

TASK ORDER PROPOSAL REQUEST
SOLICITATION NUMBER SAQMPD04R1016

TASK ORDER REQUEST NUMBER: 2004-02 8/25/2004

TASK TITLE: Personal Protective Services, Jerusalem Monitoring Group

Overseas Protective Operations (OPO)
Bureau of Diplomatic Security
16th Floor, SA-20
1801 North Lynn Street
Rosslyn, VA 22209

CONTRACTING OFFICER'S REPRESENTATIVE:

Frederic M. Piry
Division Chief,
High Threat Protection, DS/IP/HTP

REGIONAL SECURITY OFFICER (RSO):

American Embassy, Tel Aviv, Israel
Tel. Tel.

B6

5. PERIOD OF PERFORMANCE

The period of performance for this Task Order is one year with one option year.

6. WORK TO BE PERFORMED

The President has maintained a national security objective to advance the Israeli/Palestinian peace process through the establishment of an international monitoring mechanism. A Special Presidential Envoy and staff have been dispatched to Jerusalem. Contractor personal protective services are required for the safe travel of the Special Envoy and other USG personnel involved in this effort.

Notes:

1. In view of the unsettled conditions in Israel, the government reserves the rights to curtail, defer, and/or suspend services under this Task Order when required for political or security reasons.
2. The contractor's effort shall be under the daily oversight of the RSO Tel Aviv/Jerusalem or the RSO's designee.
3. Pursuant to Chapter 650 of the US Department of State Standardized Regulations, contractor personnel requested to perform in any area determined by the Department of State to be a hazardous duty area will be paid hazardous duty pay at the same rate as given to Department of State direct-hire employees. This pay will be listed on the appropriate contract sub-CLIN and will not be encumbered by overheads or fee.

Performance Objective No. 1 - As directed, the contractor shall:

1. Provide qualified personal protective security personnel to support the Special Envoy and staff in peace process activities and operations primarily in the occupied territory of the West Bank, Gaza and adjacent areas

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 14
-----------------	-------------------------------	---	------------

2. Provide one (1) project manager and three (3) protective detail teams
3. Ensure that the Jerusalem Monitoring Group teams are deployed with five (5) contractors on each team. Team composition shall be follows:
 - a. Shift Leader
 - b. Follow Driver Protective Security Specialist
 - c. 3-Protective Security Specialists
4. Ensure that contractor-provided team members perform protective security functions that include, but not be limited to:
 - Advances
 - Route analysis
 - Site survey
 - Motorcade support
 - Driving armored vehicles
 - Lead cars
 - Follow cars
 - Close-in protection
 - Protection of walking movements required during travel
5. Conduct personal protective security services in accordance with the contract referenced above, its Section C, Statement of Work, and the Task Order issued as a result of this request

Performance Measures

a) Quality

b) Timeliness

- (1) Completion of training
- (2) PRS Details stand up

Performance Standards

Service provided per this Task Order

- 60 days after contract award
- 70 days after contract award

Necessary Conditions

N.C. No 1.1 - The contractor shall:

- a) Ensure that all contractor personnel understand that they shall report to the RSO and be under Chief of Mission (COM) Tel Aviv and Jerusalem authority
- b) Ensure that the project manager supports the RSO and, if assigned, the DS Special Agent assigned as Agent in Charge/PRS Coordinator. The DS Special agent assigned as AIC will provide the teams with their tasks and expect full expeditious compliance for the safety of all concerned

N.C. No. 1.2 The contractor project manager shall hold a TOP SECRET security clearance and serve as a liaison between the RSO's office and the contractor operating personnel. The contractor project manager shall also serve as the on-site administrative officer for the contractor personnel.

N.C. No. 1.3 - The contractor workweek shall be as specified in the contract. Although work shall not be regularly scheduled, contractors may be called upon to support periodic weekend/holiday Mission operations to the West Bank or the Gaza Strip. Should one occur, contractors shall be available to respond to an emergency protection requirement within two hours after notification 24 hours per day/7 days per week. When on standby, detail members shall utilize this time for route analysis/study, route planning, site surveys, training, etc., or activities as directed by RSO.

7. PROTECTIVE SECURITY POSITIONS AND SPECIAL QUALIFICATIONS OF PERSONNEL

Performance Objective No. 2 - The contractor shall:

1. Provide personnel to fill the following positions
2. Ensure that personnel meet the following qualifications

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

Project Manager

- a) The Project Manager position in this task order shall be the same as the Project Manager and Detail Leader labor category described in the basic contract.
- b) Conducts protective operations under the direction of the designated principal with the general advice and guidance of the Regional Security Officer (RSO) named in the Task Order
- c) Acts as company representative or main point of contact for any administrative, personnel, or contractual matters pertaining to assigned personnel under this Task Order.
- d) Responsibilities:
See Section C, Appendix B, Items A.1 and B.1
- e) Qualifications:
See Section C, Appendix B, Item A.1 and B.1

Shift Leader

- a) Responsibilities:
See Section C, Appendix B, Item B.3
- b) Qualifications:
See Section C, Appendix B.3, Item B.3

Protective Security Specialist

- a) Responsibilities:
See Section C, Appendix B, Item B.4
- b) Qualifications
See Section C, Appendix B, Item B.4

Performance Measures

- a) Positions filled with qualified personnel 100%*
100% is the target standard. As part of the contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the contractor from meeting the target standard.

Performance Standards

8. TRAINING

Performance Objective No. 3 - The contractor shall:

- 1. Ensure that all contractor PRS personnel complete pre-deployment replacement training as specified in the contract
- 2. Prepare and submit a plan for training in the Task Order Management Plan submitted in response to this Task Order Proposal Request. The first training class shall commence no later than 30 days after contract award and all training shall be completed no later than 60 days after contract award.

Performance Measures

- a) Quality
- b) Timeliness

Performance Standards

Training satisfactorily conducted
IAW DS approved training plans
Training completed by 60 days
after contract award

N.C. No 2.1 The contractor shall:

- 1. Establish the length of the training days (i.e., training hours per day) sufficient to complete

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

training within start-end dates cited above

2. Ensure that the time prior to start of training is used to complete administrative matters such as processing for passports, security clearances, immunizations if needed, etc
3. Ensure that all administrative matters are completed prior to the start of training.

Note: To ensure uninterrupted training, the contractor is authorized to have replacement trainees report early (as a group) to the Washington, DC area prior to start of training.

9. SECURITY REQUIREMENTS

Performance Objective No. 4 - The Contractor shall:

1. Possess and maintain a TOP SECRET facility security clearance issued by the Defense Security Service (DSS) in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22M.
2. Ensure that all personnel assigned to this contract are U.S. citizens and not dual national Israelis (since Israelis are prohibited by law from entering the West Bank and Gaza)
3. Ensure that the contractor project manager and shift leaders possess a TOP SECRET security clearance issued by DSS prior to deployment, and maintain that clearance throughout the deployment
4. Certify clearances to the Department of State in accordance with the NISPOM. (Request for exception to policy (12 FAM 750) may be granted if necessary)
5. Ensure that all other personnel assigned to this Task Order are processed for and pass a National Agency Check (NAC) to be conducted by the Bureau of Diplomatic Security, U.S. Department of State, prior to training.

Note: Contractors will be issued an appropriate, official passport.

Performance Measures

a) Quality

b) Timeliness

Performance Standards

All contractor personnel possess and maintain required security clearances

Training completed by 60 days after contract award

10. SCREENING OF PERSONNEL

Performance Objective No. 5 - The contractor shall:

1. Follow procedures described in Section 4.3 and Appendices E and F in Section C to process candidates for replacement or pre-deployment training and subsequent protective services assignment
2. Ensure that persons selected for pre-deployment training under this Task Order and subsequently assigned to protective duties are U.S. citizens and are issued a official passport
3. Ensure that resumes are submitted to the COR for all individuals nominated for this training. Candidates will be initially screened for acceptability by the COR.
4. Prior to commencement of contractor screening process, first determine availability and interest of DS' initially approved candidates
5. After receipt of DS pre-screening acceptability, perform a thorough company screening of interested individuals
6. After completion of contractor screening, submit the results, along with a final list of company approved candidates to the COR prior to training
7. Ensure that the clearance application packages consists of the forms identified in Appendix E to Section C.

Note: Upon receipt of final list and copies of clearance application packages, DS/IS/IND will standby to

UNCLASSIFIED

U.S. Exh. 3 p.118

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

assist in the security clearance process through DSS (or DS/PSS) if necessary. Should a security interview be required for any nominee, contractor shall make its personnel available during the processing period prior to start of training.

Performance Measures

a) Quality

Performance Standards

All contractor personnel screened
IAW DS approved contractor
screening plan

11. KEY PERSONNEL

All personnel assigned to this Task Order are considered key personnel.

Performance Objective No. 6 - The contractor shall:

1. Submit resumes for all individuals nominated
2. Ensure that resumes include SSN, date and place of birth, and clearance status if appropriate
3. Provide names of personnel to be assigned; include the names in Attachment (1)

Performance Measures

a) Retention of key personnel

Performance Standards

100%* retention of key personnel
throughout entire Task Order
effort

100% is the target standard. As part of the contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the contractor from meeting the target standard.

12. GOVERNMENT FURNISHED EQUIPMENT

The Government will furnish the following equipment to support this Task Order:

- Weapons and ammunition (ammunition adequate for operational requirements)
- Weapons permits
- Armored Vehicle(s) (for official use only)
- Appropriate passport documentation
- Frequencies for hand-held radios
- Tactical Ballistic Body Armor

Performance Objective No. 7 - With oversight from the COR, the Contractor shall:

1. Initiate and maintain appropriate inventory lists for all GFE that becomes contractor responsibility
2. Ensure that inventory lists are available for auditing quarterly by the COR.
3. At Task Order end, ensure the disposition of non-expended GFE in accordance with instructions provided by the contracting officer.

Performance Measures

- a) Completion of GFE inventories
- b) All GFE accounted for

Performance Standards

Every quarter
100%*

100% is the target standard. As part of the contractor performance assessment, the COR will take into account any extenuating circumstances that might have precluded the contractor from meeting the target standard.

13. CONTRACTOR PROVIDED EQUIPMENT

Performance Objective No. 8 - The contractor shall:

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

1. Consider non-expendable supplies or specialized equipment purchased for the government for use under this Task Order as GFE and shall enter it into appropriate inventory lists
2. At Task Order end, ensure the disposition of non-expended GFE in accordance with instructions provided by the contracting officer.
3. Ensure that contractor purchased equipment is approved by COR, including:
 - Ammunition for training requirements in CONUS.
 - Weapons Vault
 - Hand-held radios and chargers, [REDACTED]
 - [REDACTED]
 - Cell phones – Present operational requirements dictate that each detail member carry two cell phones – one for the Israeli system and one for the Palestinian Authority system. “Both ways” service may be available from one company, this TBD.
 - Laptop Computer (Optional)
 - Telephone & telephone service
 - Rental or leased Cars – One vehicle per team. To be used by Team members for shift changes, to & from work, airport arrivals, etc. and as directed by the RSO. If used, one-year lease is authorized.
 - Office space/Meeting room – Most likely room in hotel designated by the COR. To be used as admin area, staging and/or briefing room, etc.
 - Limited office supplies
 - Duty clothing (Gortex jackets, boots, etc.)
 - Miscellaneous specialized equipment (flashlights, batons, etc.)

B2

14. TASK ORDER MANAGEMENT PLANS, TECHNICAL AND COST PROPOSALS FOR TASK ORDER

Performance Objective No. 9 - The contractor shall:

1. Submit a Task Order Management Plan, technical and cost proposals with their contract proposal but if this was a normal task order request after award it would be due no later than five (5) working days after receipt of Task Order request. Contractor is required to price the following cost reimbursable items as accurately as possible: DBA insurance, travel, housing, equipment, and daily subsistence. Contractor is reminded that this is a request for proposal (RFP) – it is not a Task Order nor does it authorize performance or expenditure of funds.

Performance Measures

a) TOMP submitted as required

Performance Standards

TOMP addresses all requirements of Contract Section C, 4.3.8.4

15. SPECIAL NECESSARY CONDITIONS

N.C. 15.1 - The contractor shall:

- 1) Ensure that contractor personnel adhere to and follow the rules, regulations, and policies of the U.S. Embassy Tel Aviv
- 2) Ensure that contractor personnel:
 - a) Recognize that this will be a high visibility assignment
 - b) Perform and conduct themselves with proper decorum, subject to the authority of the U.S. Chief of Mission
- 3) Ensure that contractor personnel report immediately any apparent or suspected foreign intelligence contact to the RSO or ARSO.

N.C. 15.2 - Since the issuance of appropriate passport documentation will require special processing, Contractor is requested to provide the Project Officer with names of team members and potential

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

replacement personnel (include SSN and DOB). Contractor personnel must obtain and deploy with official passports in addition to the passport documentation issued by USG.

N.C. 15.3 Contractor is authorized to send an advance party of not more than two company representatives to Jerusalem, to coordinate housing, arrival of main party, etc. See Section C, Section 4.1.10. The contractor shall:

- Ensure that the advance party individuals have SECRET level security clearances and authority to act for the contractor
- Provide names, SSN, DOB, and verify clearance status to Contracting Officers Representative not less than seven days before scheduled departure
- Ensure that the advance party does not commence travel until authorized to do so by program office
- Ensures that all travelers have advance country clearance to travel to post

DELIVERABLES

- (a) Services – as specified in Task Order, and Section C.
- (b) Clearance application packages, as specified in paragraph 7 above.
- (c) Monthly, Quarterly Reports and other reports as required by Section C, Section 4.6

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

ATTACHMENT 2
PROTECTIVE SECURITY OPERATIONS TRAINING

1. Organization of a Protective Detail

Candidate shall demonstrate a working knowledge of the duties, organization, responsibilities, and position nomenclature within a protective detail. This includes

[Redacted]

B2

2. Terrorist Operations

Candidate shall demonstrate general working knowledge of the terrorist attack cycle and specific knowledge about designated terrorist groups and groups which represent a threat to the President of Haiti, his family, and members of his Government (indigenous or transnational) operating in Haiti.

3. Formations

Candidate shall demonstrate functional knowledge of the following protective formations: wedge, simple diamond, diamond, extended diamond; demonstrate proper formations and positioning during fence line, press conference, speech, and receiving lines; demonstrate proper deployment procedures during arrival and departure scenarios; understand and implement basic protective doctrine of "sound-off, cover, and evacuate" during attack on protectee drills.

[Redacted]

B2

5. Protective Security Advances

Candidate shall demonstrate an understanding of the duties and responsibilities of a site advance agent; designate primary, secondary, and tertiary routes; identify choke points, ideal attack sites and safe havens on designated routes; conduct a site advance in accordance with DS procedures (12 FAH-2); write a site survey in an approved DS format; perform a hospital survey.

[Redacted]

B2

7. Countermeasures

Candidate shall demonstrate an understanding for protective security countermeasures and their methods of use for the following: surveillance detection, protective intelligence investigations, threat analysis, and

[Redacted]

B2

8. Emergency Medical Training

Candidate shall demonstrate an understanding of, and capability to perform basic emergency life support and first aid. Medical training will also encompass first aid treatment to victims of a chemical or biological attack.

9. Firearms Shooting Proficiency

Candidates shall demonstrate acceptable proficiency in the use and handling of all issued personal firearms.

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

to include handguns and shoulder fired weapons. Candidates shall also demonstrate knowledge of the DS deadly force policy. Qualifications shall be to DS standards, which are determined by the DSS Subject Matter Experts (SMEs):

B2
B2

10. Driver Training

Candidates shall demonstrate acceptable proficiency at an appropriate driving location. Training vehicles will be automatic, four-door sedans, suitable to accommodate three students and one instructor per vehicle. Instructors shall be in the vehicles with the students during all Vehicle Dynamics, Evasive Maneuvers, and basic motorcade operations exercises. Vehicles shall be kept in safe, operable condition during the training course or replacement vehicles shall be immediately available (no more than 5 minutes of training down time). As a minimum, the following topics will be taught:

- **Vehicle Dynamics:** Serpentine, Braking (threshold non-ABS), with ABS, Braking and Turning (accident avoidance), Turning and braking. Skid Control, Emergency Speed Transitional driving using full road surface and then travel lane only, drive from right front seat.
- **Evasive Maneuvers:** Y turn, backing through/around traffic and then performing turn around maneuver, ramming vehicle blockades (single and multiple blocking cars, forward and reverse); precision immobilization technique, and defensive line.

B2

B2

12. Land Navigation and Equipment

Candidate will demonstrate functional knowledge and proficiency in basic map reading, terrain feature identification, determine grid coordinates using military grid reference system, use lensatic compass. The candidate should also demonstrate a functional knowledge in the use of GPS chart plotting receivers. Candidates should be able to mark waypoints, plot routes, and perform basic navigation with designated handheld GPS devices.

13. Oversight

The HTPD and DS Training Center subject matter experts (SMEs) may observe training and recommend corrections as needed during the course of training.

**COURSE INFORMATION
HOURS OF PROGRAM OF INSTRUCTION**

Course	Practical Lecture	Exercises	Total
Firearms	2.5	13.5	16
[] Training	3x2	5x2	16
Defensive Tactics	1.5	14.5	16
Intel Brief	1		1
Introduction to Details	.5		.5

B2

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

Organization of Protective Detail	1		1
Terrorist Operations	2		2
Formations	1	3	4
AOP Benign	.5	2	2.5
DS Radio Procedures/ CP Operations	1		1
Arrivals and Departures	1	2	3
Running Fenders & Emergency Evacuation Drills	1	2	3
Chem-Bio	4		4
Advances	2	4	6
First Responder	4		4
Vehicles Dynamics	17	17	
DS Motorcade Operations	2	4	6
CQB	1	8	9
Attack on Motorcade	5	5	
AOP/PSS	8	8	
IED/Vehicle Search	.5	1.5	2
Total Hours			127
<i>NOTE: Chem-Bio/First-Responder was originally 2 eight-hour days. They are now both done in 1 eight-hour day.</i>			

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

J.4 FILE SECTION J - ATTACHMENT G - DEADLY FORCE POLICY.DOC

Attachment G

DEADLY FORCE POLICY

1. Definition of "Deadly Force"

"Deadly force" is the use of any force that is likely to cause death or serious physical injury. When a Protective Security Specialist (PSS) uses such force, it may only be done consistent with this policy. Force that is not likely to cause death or serious physical injury, but unexpectedly results in such harm or death, is not governed by this policy.

2. Probable Cause for the Use of Deadly Force

Probable cause, reason to believe or a reasonable belief, for purposes of this policy, means facts and circumstances, including the reasonable inferences drawn there from, known to the PSS at the time of the use of deadly force, that would cause a reasonable PSS to conclude that the point at issue is probably true. The reasonableness of a belief or decision must be viewed from the perspective of the PSS on the scene, who may often be forced to make split-second decisions in circumstances that are tense, unpredictable, and rapidly evolving. Reasonableness is not to be viewed from the calm vantage point of hindsight.

3. Principles on Use of Deadly Force

The Contractor adopts the Department of State policy which recognizes and respects the integrity and paramount value of all human life. Consistent with that primary value, but beyond the scope of the principles articulated here, is the full commitment by the Contractor to take all reasonable steps to prevent the need to use deadly force, as reflected in Diplomatic Security (DS) approved training and procedures. Yet even the best prevention policies are on occasion insufficient, as when a PSS is confronted with a threat to his or her life and/or the life of protectees or other individuals. With respect to these situations and in keeping with the value of protecting all human life, the touchstone of this policy regarding use of deadly force is necessity. Use of deadly force must be objectively reasonable under all the circumstances known to the PSS at the time.

4. Permissible Uses of Deadly Force

a) The necessity to use deadly force arises when all other available means of preventing imminent and grave danger to PSS or other persons have failed or would be likely to fail. Thus, employing deadly force is permissible when there is no safe alternative to using such force, and without it the PSS or others would face imminent and grave danger. A PSS is not required to place himself or herself, another PSS, or the public in unreasonable danger of death or serious physical injury before using deadly force. PSS will fire at a person only in response to an imminent threat of deadly force or serious physical injury against the PSS, protectees, or other individuals.

b) Determining whether deadly force is necessary may involve instantaneous decisions that encompass many factors, such as:

The likelihood that the subject will use deadly force on the PSS or others if such force is not used by the PSS;
The PSS' knowledge that the subject will likely acquiesce if the PSS uses lesser force or no force at all;
The capabilities of the subject;

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 11
-----------------	-------------------------------	---	------------

The presence of other persons who may be at risk if force is or is not used; and
The nature and the severity of the danger posed.

c) Deadly force should never be used upon mere suspicion that the actions of an individual or group of individuals will result in serious injury or death of a PSS, protectees(s), or others.

5. Use of Lesser Means Than Deadly Force

a) Intermediate Force

If force less than deadly force could reasonably be expected to accomplish the same end, such as restraining a dangerous subject, without unreasonably increasing the danger to the PSS or to others, then it must be used. Deadly force is not permissible in such circumstances, although the reasonableness of the PSS' understanding at the time deadly force was used will be the benchmark for assessing applications of this policy.

b) Verbal Warnings

Prior to using deadly force, if feasible, PSS will audibly command the subject to submit to their authority. If, however, giving such a command would itself pose a risk of death or serious physical injury to the PSS or others, it need not be given.

6. Warning Shots and Shooting to Disable

a) Warning shots are not authorized. Discharge of a firearm is usually considered to be permissible only under the same circumstances when deadly force may be used—that is, only when necessary to prevent loss of life or serious physical injury. Warning shots themselves may pose dangers to PSS or others.

b) Attempts to shoot to wound or to injure are unrealistic and, because of high miss rates and poor stopping effectiveness, can prove dangerous for the PSS and others. Therefore, shooting merely to disable is strongly discouraged.

7. Motor Vehicles and Their Occupants

Shooting to disable a moving motor vehicle is forbidden. A PSS who has reason to believe that a driver or occupant poses an imminent danger of death or serious physical injury to the PSS or others may fire at the driver or an occupant only when such shots are necessary to avoid death or serious physical injury to the PSS or another, and only if the public safety benefits of using such force reasonably appear to outweigh any risks to the PSS or the public, such as from a crash, ricocheting bullets, or return fire from the subject or another person in the vehicle.

8. Vicious Animals

Deadly force may be directed against vicious animals when necessary in self-defense or the defense of others.

9. Investigation of Incidents of Deadly Force

a) Investigative Jurisdiction

The Regional Security Officer and local law enforcement authority having jurisdiction will conduct the investigation of the incident of deadly force. PSS personnel will cooperate fully with the investigating authority.

b) Diplomatic Security Service Investigation

The Chairman, DS Firearms Policy Review Board, shall establish procedures for internal review and investigations.

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

c) *Administrative Leave/Duty*

PSS who make use of deadly force will be placed, as circumstances dictate, on administrative leave or assigned to duties not requiring the carrying of a firearm until the internal review and investigation are completed and PSS is authorized to return to duty.

10. FIREARMS

No PSS shall carry a firearm unless:

The PSS has qualified with assigned weapon(s) in accordance with contract terms and conditions;

The PSS is not disqualified by any law of the United States including 18 USC 922(g) relating to convictions for misdemeanor crimes of violence; and

The PSS has been authorized by the Regional Security Officer and any applicable host country authority to carry and use firearms in the performance of their duties with respect to maintaining the security and safety of persons designated in the WPPS contract and Task Order.

11. Responsibility

A PSS is responsible for having a complete understanding of his or her authority and its limitations, and applicable guidelines and procedures.

12. Issues Requiring Clarification

All issues relating to this policy which require clarification shall be directed to the Chief of the High Threat Protection Division, Bureau of Diplomatic Security, Overseas Protective Operations.

13. Authorized Firearms and Related Equipment

PSS may carry only handguns, holsters, support weapons, and ammunition that the Department of State has issued or approved. Under no circumstances is a PSS to modify any support weapon or ammunition that the Department of State has issued.

14. Qualification

To be authorized to carry a Department-issued or approved firearm, a PSS shall qualify by meeting or exceeding a specified score with a Department-issued or approved firearm in accordance with the contract. Under no circumstance shall a PSS carry a firearm if he or she has not successfully completed the required firearms qualification procedures.

15. Firing Range Procedures

The firing range instructor shall ensure that all training is conducted safely in accordance with DS approved guidelines, lesson plans, and manuals.

16. Prescription Medication

A PSS who is taking prescription medication, except for short-term antibiotics, anti-malarial prophylaxis, or oral contraceptives, which are not already a matter of record with the Contractor, shall notify his or her supervisor and submit a medical certificate or other administratively acceptable documentation of the prescription and its effect(s) to the Regional Security Officer and DS/OPO/HTP. The Regional Security

UNCLASSIFIED

UNCLASSIFIED

SAQMPPD-05-D1098	Document No. SAQMPPD04R1016	Document Title Blackwater Lodge & Training	Page 18
------------------	--------------------------------	---	------------

Officer with the assistance of DS/OPO/HTP shall determine whether such PSS shall be allowed to continue to carry a firearm while taking the medication. Pending written approval the PSS shall not perform PSS duties.

17. Standards of Conduct for Armed PSS personnel

- a) PSS shall remember at all times the serious responsibility and potential dangers attendant to their authority to carry firearms and conduct themselves accordingly;
- b) PSS are accountable for their actions and shall conduct themselves in a manner, which shall not bring discredit to the Department of State or to themselves;
- c) A PSS shall treat a firearm at all times as if it were loaded; and
- d) All incidents involving misconduct with a firearm shall be reported immediately to the Regional Security Officer and DS/OPO/HTP. Any such incidents shall be considered serious, and the PSS involved may be subject to criminal, civil penalties and disciplinary action.

18. Activities Specifically Prohibited

The following activities are specifically prohibited for PSS while armed:

- a) Careless or irresponsible behavior;
- b) Careless or unnecessary display of a firearm in public;
- c) Dry-firing or practicing quick draws other than during training or qualification practice;
- d) Threatening a person, or making an unwarranted allusion to being armed, in any situation not directly related to an official purpose;
- e) Consumption of any alcoholic beverage while armed, or six hours prior to being armed, or at any time prior to being armed sufficient to impair the PSS's judgment or ability to perform his or her duties;
- f) Use of medications or drugs that may impair judgment or ability while on duty;
- g) Carrying or using any firearm, ammunition, or related equipment not specifically issued or approved by the Department of State; and
- h) Carrying or using a modified firearm not previously approved by the DS armorer.

19. Availability of Firearms

Protective Security Specialists (PSSs) may carry their firearms in the United States and abroad as long as they comply with applicable procedures, guidelines, contract and/or task order requirements, and consistent with applicable authority.

20. Securing Firearms

- a) A PSS is responsible for maintaining the safety and security of his or her firearm. A PSS shall secure his or her firearm in accordance with established Post policy and company policy.
- b) If a PSS loses his or her firearm, or if the firearm is stolen, the PSS shall immediately notify the Regional Security Officer.
- c) The PSS shall immediately report any loss or theft to his or her supervisor who shall promptly notify DS/OPO/HTP. On the next business day, the PSS shall prepare a memorandum, through his or her immediate supervisor, to the Regional Security Officer, thoroughly explaining the circumstances of the loss.

21. Drawing Firearms

A PSS will not draw his or her firearm unless confronted with the threat of deadly force or serious physical injury.

UNCLASSIFIED

UNCLASSIFIED

SAQMPD-05-D1098	Document No. SAQMPD04R1016	Document Title Blackwater Lodge & Training	Page 18
-----------------	-------------------------------	---	------------

22. Discharges

- a) Reporting - A PSS who has discharged a firearm shall orally report such discharge immediately to his or her direct supervisor and shall prepare a written report delineating the circumstances of the discharge within 24 hours.
- b) Investigation - Internal investigations of all discharges of firearms shall be under the direction of the Regional Security Officer and DS/OPO/HTP. Pending the results of the investigation, the PSS who has discharged his or her firearm may be placed on administrative leave or may be assigned duties that do not require the carrying of a firearm.
- c) Media Inquiries - PSS personnel shall make no comment to the media regarding a discharge. PSS shall refer inquiries from the press regarding a discharge to the Regional Security Officer.
- d) Discharge Involving Injury or Death - After meeting the exigencies of a shooting situation and securing the area as required, the first concern of PSS personnel shall be the physical and mental well being of all PSS personnel.
- e) Notification of Appropriate Law Enforcement Authorities - The responsible PSS supervisor shall notify the Regional Security Officer immediately of the discharge.
- f) Investigation - PSS on the scene at the time of the discharge shall not investigate the discharge. The firearm that was discharged shall be secured, preserved as evidence, and relinquished to the Regional Security Officer.

23. Disciplinary and Other Actions

- a) The Regional Security Officer, Contracting Officer, and/or Contracting Officer's Representative shall be kept fully informed of any discharge of a firearm by a PSS, or of any incident, which results in an allegation of misconduct with a firearm by a PSS.
- b) The Regional Security Officer, Contracting Officer, and/or Contracting Officer's Representative may ask the Contractor to reassign a PSS to duties that do not require the carrying of a firearm, require the PSS to undergo remedial training, or ask the Contractor to reassign the PSS to another contract other than the WPPS' contract with the Department of State.
- c) The Regional Security Officer or the Chief of the High Threat Protection Division may refer matters to relevant law enforcement authorities, when appropriate.

24. Applicability of Policy and Regulation

- a) Nothing contained in this policy shall be construed to limit or impair the authority or responsibility of any other Federal law enforcement agency of the United States or host country with respect to investigative, protective, or intelligence activities.
- b) This policy will be used in conjunction with an Embassy's firearm policy written by the Regional Security Officer and approved by the Chief of Mission. If any provision of this policy conflicts with the Embassy's firearm policy, the Embassy's firearm policy is controlling.

UNCLASSIFIED

UNITED STATES' EXHIBIT 4

UNCLASSIFIED

N 1

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

TASK ORDER PROPOSAL

RELEASED IN PART

TO RFP: # SAQMPD-05-D-1098,

B6, B4, B2

Task Order Request Number: 2006-0006

TITLE: Personal Protective Services, Baghdad, Ramadi (Reserved), and Baquba Iraq

1.0 Management Plan

The Blackwater approach to the Worldwide Personal Protective Services II (WPPS II) Task Order (TO) management is based upon our current WPPS II and DoD contract management processes, organization, and performance standards. Our management capability has been developed and refined through lessons learned in previous Protective Security Services (PSS) contracts in Central Asia, the Middle East, Central and South America, Europe and domestically. From its inception, Blackwater has grounded our management approach in focusing on the customers desired outcomes, our ability to provide the required support faster and better than any of our competition, and to manage all actions with empowered and trained people at the lowest possible level with reach back support all the way to Blackwater's President with just a phone call. Blackwater will execute this TO utilizing our refined Project Control Techniques outlined in the Management Tools, Personnel Screening Plan, Training Management Plan, Operational Plan, and Logistics Plan. Our management approach has been tested on quick-response emergency details as well as fully-planned transition contracts. More importantly, Blackwater's management processes have proven successful in situations where Blackwater was required to provide not only security specialists but all life support, facilities, support services, and transportation.

The level of coordination and logistics associated with preparing, deploying, and maintaining PSS Management, PSS personnel, and support elements in Baghdad, Iraq, can prove challenging. Iraq faces increasing acts of terror, especially as civil war threatens the success of the new Iraqi Government.

1.1 Reporting Structure

We have found the infrastructure currently utilized has proven successful and is scalable to support additional Task Order requirements. Blackwater's infrastructure currently supporting Iraq will remain unchanged as a result of the 2006-0006 TO award. The SE/SW Asia Regional Coordinator (RC) for Blackwater will be the initial point of contact for the in-country management. The RC is supported by a staff of three (3) schedulers, six (6) administrative and financial support personnel, and one Office Manager. Also supporting the WPPS Program are the dedicated WPPS Program Training Staff and Blackwater Operational Support Unit (OSU) which screens, processes and schedules personnel for training. The training and OSU divisions that support the WPPS program consist of over fifteen (15) administrative staff. This level of support has allowed Blackwater to support the WPPS Program effectively and efficiently. Please reference the Organizational Chart on the following page:

Blackwater USA

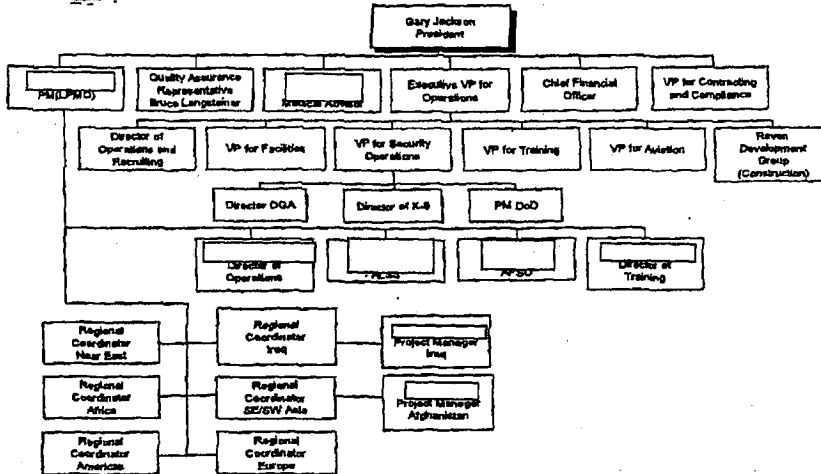
Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: CLARKE N ELLIS
DATE/CASE ID: 08 OCT 2009 S200900019

UNCLASSIFIED



Blackwater Organizational Chart



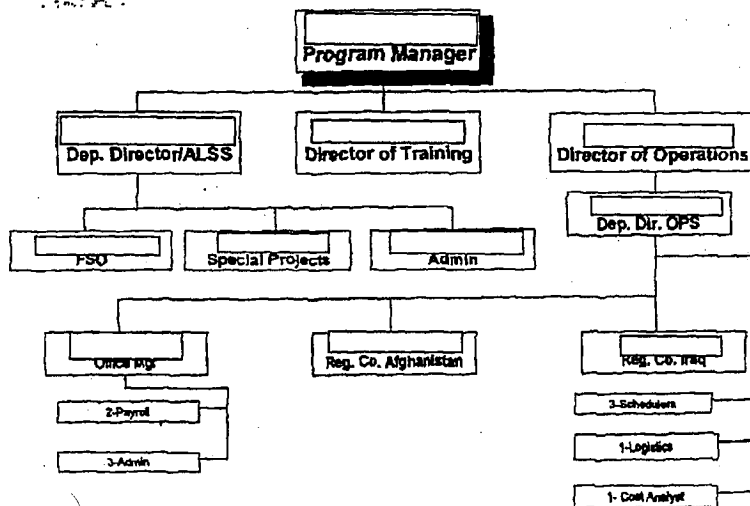
B6

1.2 Local Program Management Office Structure

Blackwater's Local Program Management Office (LPMO) located in McLean, Virginia is less than twelve (12) miles from the Department of State, Diplomatic Security Services, High Threat Protection Division allowing for an immediate response time to unscheduled meetings, emergency requirements and day to day support requirements.



LPMO Reporting Structure



B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater's Local Program Manager (LPM), [redacted] provides the foundation and leadership that has guided Blackwater's WPPS II Division over the last six (6) months on the path to success. [redacted] brings to Blackwater diplomacy, team building and professional ethics compiled from a career of diplomatic missions for the United States Government. All WPPS II decisions for Blackwater begin and end with [redacted]

B6

The Local Program Management Office (LMPO) billets are currently comprised of the original WPPS required personnel consisting of the Local Program Manager, Administrative Logistics Security Specialist (ALSS) and the Facility Security Officer (FSO). Additionally, the LMPO is supported by an administrative assistant as a Blackwater USA overhead function. [redacted] with the support of his Administrative Logistics Security Specialist (ALSS) / Deputy Local Program Manager, Facility Security Officer, and support elements provide the Department of State, Diplomatic Security Services, High Threat Protection (DSHTP) a responsive, specialized team to address and meet all their needs.

B6

This team is a liaison between DSHTP in Washington DC, Blackwater's Operations in Moyock, North Carolina and Blackwater's in-country management. All contract, operational, and logistical elements of the WPPS II contract are processed through the Local Program Management Office to allow for a focal point for our Senior Business Partner and to ensure quality.

1.3 New or Additional Positions Proposed for this Task Order

Blackwater has reviewed the requirements outlined in the WPPS II Task Order 2006-0006 and determined Blackwater's current operational infrastructure in Moyock, NC is sufficient in meeting these requirements as Blackwater is currently supporting the majority of the personnel outlined in this requirement.

Blackwater LPMO recently hired an Administrative Assistant to support the reporting requirements, documentation tracking, and other administrative support elements required to ensure the LPMO continues to operate efficiently.

In accordance with the WPPS II Base Contract in the event a construction element is awarded the LPMO will be billeted a Construction Management Position to support the requirement. The requirements in task order 2006-0006 does not require a construction project at this time therefore no Construction Manager will be required at the LPMO.

1.4 Rational and Description of Subcontractors

Blackwater has successfully provided highly qualified PSS Professionals to the Department of State for approximately two (2) years in Iraq. To continue to ensure DoS receives the best Blackwater has to offer, Blackwater has hand selected subcontractors that are the best in their respective industries at the services they provide. Subcontracting specialized services to the industry experts guarantees DoS a turnkey solution for task order 2006-0006 that will prove to be a success and a true reflection of the quality and professionalism associated with the State Department.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

3

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater has established terms and conditions to include pricing with subcontractors for the following services; dining facility services, support services including launder, grounds keeping, maintenance and the Third Country National Static Guard requirements of this Task Order. Please reference the attached quotes and technical information for the details of the arrangement in the Price Proposal Section of this submittal.

Blackwater utilizes the following process to identify and vet subcontractors. This process will ensure Blackwater is only aligning with companies that will reflect the level of excellence required by Blackwater and our senior partner the Department of State, Diplomatic Security Services, High Threat Protection Division.

- **Selecting Subcontractors**

- Only firms that are highly regarded, government-referred, or prior subcontracting experience with Blackwater are considered
- Blackwater reviewed prospective subcontractors focusing on the ability to provide exceptional customer satisfaction in the areas of cost, schedule, and most importantly in execution
- Performed a review/assessment of corporate processes to ensure that they will integrate with Blackwater – responsiveness, employee compensation, cost effectiveness
- Verified their past performance with third parties
- Conducted cost tradeoff study to compare pricing, terms and conditions, warranty/maintenance, etc. of alternate sources
- Put an agreement in place with proper oversight that meets or exceeds the objectives of the contract
- Upon award Blackwater will establish a formal subcontracting agreement with FAR and contract flow-downs

Blackwater's in-country manager and corporate management have reviewed past performance, contacted references and/or personally experience services from all three (3) proposed subcontractors.

Dining Facility (DFAC) Services:

Blackwater solicited three (3) food services companies for providing services in Iraq to bid on the WPPS II Camp DFAC services. Upon review of their comprehensive technical proposal and cost effective pricing Blackwater has identified Gulf Catering Company (GCC) headquartered out of Kuwait as the proposed subcontractor for the DFAC requirement of this task order. GCC is one of the largest subcontractors to Kellogg Brown and Root (KBR) for the U.S. Army DFAC services in Iraq.

GCC operates in over 2,000 locations in the Gulf; serving both the private and public sectors. GCC has the expertise of operating in highly critical areas such as Iraq, where they have been providing dining services to the United State Military, contractors and western multi-national companies for two (2) years. GCC provides over 1.2 Million meals a day.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

4

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater will subcontract to GCC to provide all the food, servers, DFAC management, dining room management and supplies for the WPPS II Camp. GCC's location manager will report directly to Blackwater's Deputy Project Manager (DPM) for Facilities to ensure all needs and issues are addressed as expeditiously as possible. This will eliminate miscommunication as GCC's location manager will have direct contact with a Blackwater Management decision maker. For decisions that require additional funding, scope of work concerns or contractual consideration, Blackwater's DPM for Facilities will elicit guidance from the DPM for Operations and the Blackwater Project Manager. Any concerns that can not be addressed by the in-country management team will flow to U.S. based management team consisting of Blackwater's Director of Operations in Moyock and Blackwater's Local Program Manager, [REDACTED]

B6'

The GCC Location Manager will be one of the strongest among GCC's experienced Operations Management team; with strong leadership skills, proven record of service success and strong administration experience in similar projects.

The emphasis from day one will be on establishing rules and procedures and develop the team spirit between Blackwater and GCC representatives and employees.

Every effort will be made to ensure that our production processes comply with good hygiene practices as GCC is constantly working towards developing HACCP (Hazard Analysis Critical Control Points) and then give priority to training the staff to develop their knowledge further in quality control so as to ensure customer safety and quality food.

GCC's team will be headed by a Western Expatriate (Location Manager) followed by a well experienced Eastern Expatriate Executive Chef.

Blackwater learned that the incumbent recently contracted GCC on March 3, 2006 to provide the DFAC services after a one (1) year turbulent subcontracting relationship with Global Business Group (GBG) Logistics.

This being the case Blackwater will require no transition time for these services from the incumbent upon award of task order 2006-0006 to Blackwater. The change from the incumbent to Blackwater will be completely transparent to the customer as well as the recipients of this service, the residence of the WPPS II camp.

GCC's extensive experience and reputation made them the obvious choice for the WPPS II Camp DFAC services. Please reference Attachment A for a complete technical proposal, company profile and past performance for GCC.

Maintenance, Grounds Keeping, Laundry and Housekeeping Services:

Blackwater solicited three (3) maintenance, grounds keeping, laundry and housekeeping services companies currently providing these services in Iraq to bid on the WPPS II Camp service requirements. Again, upon review of their comprehensive technical proposal and cost effective pricing Blackwater has identified Gulf Catering Company (GCC) as the proposed subcontractor for the maintenance and support services requirement of this task order.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

5

UNCLASSIFIED

~~UNCLASSIFIED~~
UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

As part of the execution plan for the maintenance and proper care of the WPPS II Camp facilities, GCC will provide comprehensive maintenance, housekeeping and cleaning services. The service will ensure a high standard of hygiene, safety and personal comfort at all times. Cleaning tasks will be performed in accordance with Blackwater and GCC's quality control procedures and the attached maintenance plan (Attachment B).

Blackwater chose GCC due to their extensive experience in providing these services through out Iraq. Their logistic capabilities, efficient pricing and exceptional past performance specifically in Iraq are the foundation for successful turnkey life support services.

Blackwater has also worked with the incumbent's maintenance and construction subcontractor Sar Al-Sahab (SAS), Iraqi for "The Professionals", as a possible subcontractor for the maintenance, grounds keeping, laundry and housekeeping service provider for the requirements of this task order. Unfortunately, SAS's price proposal was cost prohibitive; over six (6) times that of any other service provider in the logistics industry. While Blackwater understands that SAS is providing adequate services to the Department of State via the incumbent when we evaluated them using a cost / technical value trade off approach SAS was not competitive. If over the next few months, of services rendered from SAS, it is the preference of the Department of State that Blackwater revisit a possible subcontract agreement with SAS we will. However, it is Blackwater's professional assessment that GCC is the better vendor when all elements are evaluated appropriately.

Third. Country National (TCN) Static Guard Service:

Blackwater has identified Greystone LTD as its proposed subcontractor for the Third Country National (TCN) Static Guard requirement of task order 2006-0006.

Greystone draws personnel from the best militaries throughout the world. Greystone carefully screens and evaluates all candidates to ensure only the highest caliber individuals are selected. Follow-on training ensures security professionals have the skills they need for a specific assignment.

Greystone is managed by a seasoned group of individuals with extensive backgrounds in Special Forces, Government, and the civilian sector. The team has proven to successfully develop, organize, and manage all aspects of security operations.

Greystone has an established strategic working relationship with Blackwater USA. Currently, Greystone provides security personnel, training, and logistics for Blackwater USA contracts with the U.S. Department of State in Hillah and Kirkuk, Iraq. In Iraq, Greystone supplies over one hundred and thirty (130) Third Country Nationals ("TCNs"), and eighty three host country nationals.

Greystone's specializes in sourcing third country national and local national security solutions and translators. Utilizing a specialist for this service will ensure the provider is focused on providing the Department of State through Blackwater the best Static Guard Personnel possible. Greystone's proposal was the most cost efficient proposal and provided the greatest ability to deliver quality personnel.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

6

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

1.5 Roles and Responsibilities of Each Level of Organization

Blackwater's project management concept is based upon lowest level conflict resolution. The Department of State, High Threat Protection Division has outlined a project management structure that allows in-country management four levels of supervision, the Shift Leaders, Deputy Detail Leaders, Detail Leaders, Deputy Project Managers and Project Manager, to resolve problems and find solutions for personnel challenges, equipment issues, and operational requirements.

The organizational levels associated with Blackwater's management approach provide quick resolution to issues and requests.

Issues or concerns that can not be addressed by the in-country project management are elevated, to the Blackwater Operations Center in Moyock, North Carolina. The Moyock Operations Center will address issues in accordance with the contract requirements, historical patterns and direction from the Local Program Manager (LPM), [redacted]

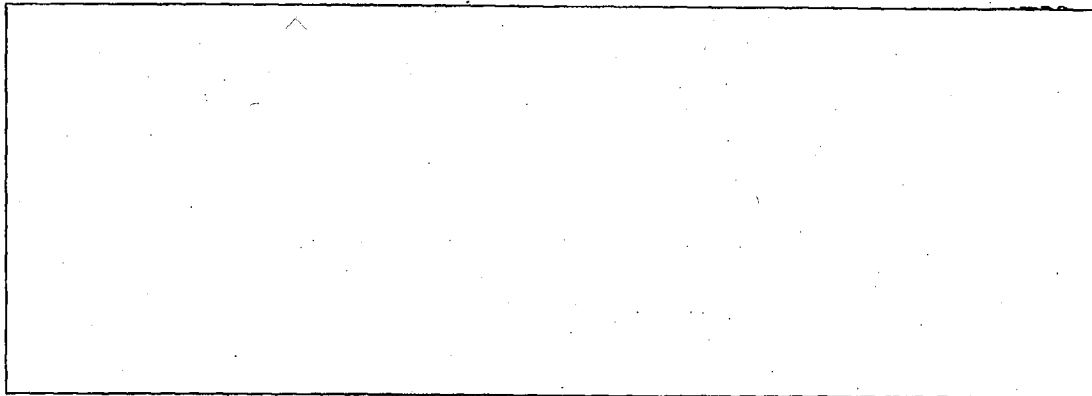
B6

[redacted] reports directly to Blackwater's President, Mr. Gary Jackson, as necessary to guarantee Mr. Jackson is knowledgeable of all fundamental program elements. As illustrated in the organizational chart in section 1.1 titled Reporting Structure.

B6

The collaborative effort of the in-country leadership and CONUS Operations, will lead to the successful management of this TO. Our CONUS operations are supported by our LMPO in McLean, Virginia and Moyock operations. Blackwater has established procedures and policies that ensure these offices act as a single seamless entity. Blackwater has put in place a dedicated aircraft to support transportation between the two sites. Blackwater has selected [redacted] to be the in-country Project Manager for the Baghdad, Iraq Task Order.

B6



B6

Since arriving at Blackwater [redacted] has conducted several deployments on different programs. He has developed an appreciation for the Iraqi culture and efforts for independence while providing protection to the IRI Party in Central Baghdad. [redacted] has experience working at every level of the team from the lowest rank to the position of Project Manager. His unique outlook on the needs of the men to perform the mission as well as the mission requirements put him above his peers with the competition. [redacted] has the respect of the men and women as he is proven capable of leading by example.

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

[redacted] was instrumental in successfully completing a transition from a DoD contract to a DoS contract in South Central Iraq. He has demonstrated the ability to adapt to the need of the Department of State and has earned credibility with the RSO in Baghdad to the point where he is viewed as a partner in the success of the mission in Iraq.

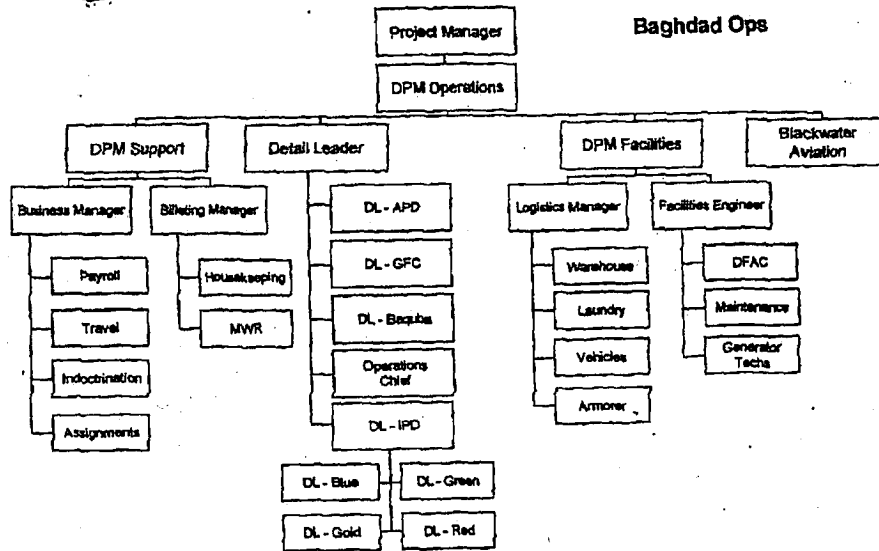
B6

[redacted] is "WPPS II approved" as a Project Manager and has been granted an active final secret clearance through DS/IS. He has been submitted for his Top Secret SSBI on February 16, 2006, and is awaiting final approval of a DS Top Secret clearance. Provided below is the organizational structure for the Baghdad Operations under the leadership of [redacted]

B6



Blackwater Organizational Chart



Blackwater distinctly understands the requirements of fulfilling a management position on WPPS II and expects all of its high caliber leadership to exhibit sound judgment and professional traits as well in-depth institutional knowledge of the region's history, culture and language and current political situation.

1.6 Lines of Authority

Blackwater has focused on maintaining a lean, efficient organizational structure with organic capabilities to meet our customer's requirements faster and better than our competition. This nimble structure coupled with our corporate culture of excellent performance while maintaining the highest standards is one the most significant attributes that sets us apart from others. The below matrix outlines the significant team players for this task order starting with the President of Blackwater to the in-country leadership in Baghdad. The roles and missions of the LPM and the Regional Coordinator are also highlighted below.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The McLean, VA-based Local Program Management Office (LPMO) is available to support [redacted] with staff assignments, security clearance processing, travel documentation, logistics and supply, communications, and contract administration. [redacted] will continually coordinate with the WPPS II Local Program Manager and his support staff via daily updates, weekly reports, performance data, and workload projections. [redacted] the WPPS II RC, and the Director will report directly to Blackwater's Local Program Manager of Department of State (DoS) Programs.

B6

Blackwater's SE/SW Asia Regional Coordinator (RC) will provide management support, resource coordination, and general in-theater coordination and logistics assistance to the Project Manager. Located at Moyock, N.C., the Regional Coordinator will provide rapid response to the teams in Baghdad, Iraq. For logistics or special skill set requests, the RC has immediate access to in-country and in-theater partners as well as domestic suppliers and contractors. Blackwater's SE/SW Regional Coordinator has an active final SECRET level clearance obtained through DoS.

Personnel	Responsibility to WPPS	Authority	Line of Communication
Gary Jackson President	Ultimate responsibility for Blackwater's success with WPPS	Can commit any and all resources of the company	Sr. leaders, as required
Fred Roitz VP, Contracts and Compliance	Responsible for overall contractual compliance	Bind the company contractually	CO, COR, LPMO and Blackwater Executive Management
[redacted] Local Program Manager	Primary leadership interface for the DS. Ensures contract execution is managed to maximize customer satisfaction	Bind the company contractually	Blackwater President and High Threat Protection Leadership, DS COR/Chief HTPD
[redacted] Director, WPPS Operations	Ensures operational resources (training, ranges, recruiting, construction, logistics, etc.) are provided	Commit company within the scope of the contract	Local Program Manager, Blackwater Executive Management
[redacted] DLPM / ALSS	Primary interface with DS for all logistics (personnel and equipment) / Act as LPM in his absence	Commit company and act within the scope of the contract	DS Logistics Staff, Blackwater Local Program Manager, Blackwater Executive Management
[redacted] LPMO / AFSSO	Primary interface with DS/IS for all physical security matters and clearances	Act within the scope of the contract	DS/IS and Blackwater Local Program Management Office
Regional Coordinators	Ensures in-country PMs are supported and that operational issues are tracked and solved at the lowest level	Act within the scope of the contract/TO	Operational HTPD POCs, As Required, Blackwater LPMO and Moyock Director of Operations

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

[redacted] In-Country Project Manager	Responsible for all actions of a given TO include property accountability	Act within the scope of the TO	RSO/TO COR In-country, Moyock Director of Operations and LPMO
[redacted] In-Country Deputy Project Manager, Operations	Responsible for designated actions of the Baghdad TO include property accountability	Act within the scope of the TO	In-country Project Manager, Moyock Regional Coordinator, DS ARSO as required
[redacted] In-Country Deputy Project Manager, Facilities	Responsible for designated actions of related to the facilities operations of the Baghdad TO	Act within the scope of the TO	In-country Deputy Project Manager Operations, Project Manager, DS ARSO as required
[redacted] In-Country Deputy Project Manager, Support	Responsible for designated actions of related to the support elements of the Baghdad TO	Act within the scope of the TO	In-country Deputy Project Manager Operations, Project Manager, DS ARSO as required

B6

1.7 Lines of Communication

The levels of supervision, clear lines of communication and empowered leadership associated with this task order permit quick resolution to issues as well as quick reaction to the Baghdad, RSO.

Issues or concerns that can not be addressed for each PSS Professional through their respective chain of command to the in-country project management and elevated, if necessary to the Blackwater Operations Center in Moyock, North Carolina. The Moyock Operations Center will address issues in accordance with the contract requirements, historical patterns and direction from the Local Program Manager (LPM), [redacted]

B6

[redacted] will collaborate directly with Blackwater's President, Mr. Gary Jackson, as appropriate to guarantee Mr. Jackson is knowledgeable of all fundamental program elements.

B6

The LPM's guidance will ensure the Department of State's best interests are reflected in the management decisions provided to the in-country leadership.

Additionally, Blackwater has established a 24-hour hotline for PSS Professionals and employees may use to anonymously report conflicts of interest and other ethical concerns. The number is [redacted]. The hotline is monitored by Blackwater's parent company the Prince Group to ensure all concerns are addressed at the appropriate level.

B4

1.8 Key Personnel and the Quality Representative

The proposed in-country, key personnel, management team will work in close coordination with the RSO in Baghdad, Iraq and/or their designee(s). In response to the RSO assignments, [redacted]

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

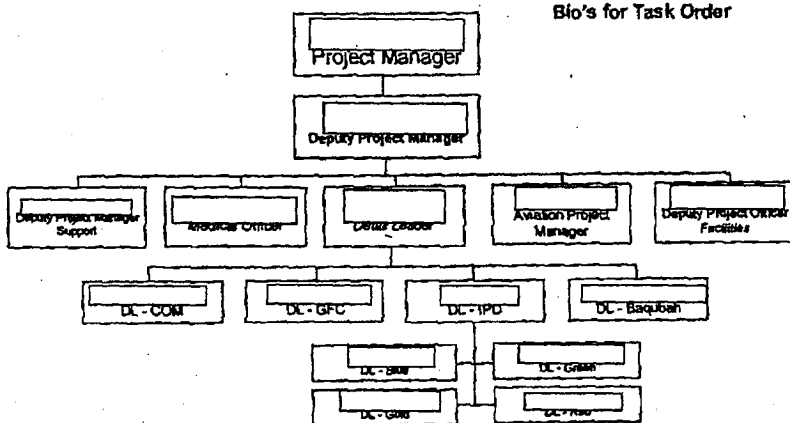
[redacted] Deputy Project Managers, Detail Leaders, Deputy Detail Leaders and Shift Leaders will make daily assignments, disseminate intelligence, develop the protection detail plans, and make staffing decisions. These planning decisions will be documented and submitted to the RSO/AIC for approval through the below identified chain of command and organizational structure.

B6



Blackwater Organizational Chart

Bio's for Task Order



B6

In addition to regular contact with the RSO, AIC, or their designee, [redacted] will ensure that all Deliverables and Reports under C.4.6 (Table C 4.6.1 deliverables and reports) and revised in Task Order 2006-0006 Paragraph 17.0 titled Reporting Format will be submitted as required to Blackwater Headquarters and forwarded to DSHTPOPs. The Blackwater in-country management team will ensure that weekly status reports are submitted to the RSO or designee and DSHTPOPs that describe activities for the week, manning levels, R&R, training activities, observations, planned schedule issues, etc are provided. Shift Leaders will submit daily Shift Reports to the Detail Leader that define manning levels/assignments, activities performed, observations, and issues. Most importantly all incidents will be reported daily at the soonest possible moment based on operations. Updated information will be sent on a weekly and quarterly reporting basis.

B6

The candidates submitted for the execution of this Task Order have been carefully screened and qualified in accordance with the requirements set forth in the TO RFP. Blackwater's Project Manager candidate, [redacted] Deputy Project Managers, Detail Leaders/Guard Force Commander, Aviation Project Manager, Medical Office and Quality Representative fully meet the experience requirements as indicated in the forthcoming table. Key personnel bios are provided to this document as Attachment C.

B6

Blackwater understands the environment in Iraq and continues to educate the management and security professionals of the effects on the ever changing government. The dynamics in Iraq continue to change which requires a team of professionals with a diverse background that is open

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

to growth and willingness to adjust operations in accordance with U.S. politics. Blackwater has taken into account the environment in personnel selection and provides key personnel with varying years of experience in Iraq to ensure institutional knowledge is retained place while providing leadership with new perspectives. All proposed personnel have extensive law enforcement or diplomatic services background making them keenly aware of the use of force continuum in an orderly society, collateral damage and working within the constraints of civil law and host country expectations.

Position	Name	Qualifications
Project Manager		

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Deputy Project Manager, Operations		
Deputy Project Manager, Support		

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Deputy Project Manager, Facilities		

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Detail Leader		
Detail Leader		
Detail Leader		

B6

B6

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Detail Leader		
Detail Leader		

B6

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Detail Leader		
Detail Leader		
Detail Leader		

B6

B6

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Detail Leader/ Guard Force Commander		
Medical Officer		

B6

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Quality Rep.		

B6

B6

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

19

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

1.9 Additional Blackwater Identified Needs or Requirements not addressed in the RFP

Blackwater currently efficiently supports the administrative requirements for over 600 personnel in the WPPS II Camp in Baghdad. Currently billeted to Blackwater under the WPPS I contract are five (5) Administrative Logistics' Security Specialist (ALSS) personnel. There are ten (10) ALSS billets outlined in the personnel table of task order 2006-0006 however during the pre-award survey and as outlined in the Base Contract Labor Categories four (4) of the ten (10) ALSS personnel will be dedicated to the RSO shop in the Embassy limiting Blackwater's ability to utilize their services beyond those of addressing the support requirements of the RSO. This being the case Blackwater will be left with six (6) ALSS to support the current operations and an additional 200 personnel.

In light of these elements Blackwater proposes an additional four (4) ALSS personnel to support the additional administrative and logistical support elements required in task order 2006-0006.

1.10 Define the Need

Blackwater proposes four (4) additional ALSS personnel to support the additional requirements outlined in task order 2006-0006 taking into consideration the augmented support requirements of the RSO shop in Baghdad.

Blackwater's subcontractor is providing Facilities and Billeting administrative support personnel therefore limiting the requirement for additional support. The support personnel proposed services specifically the PSD Operational Personnel administrative and support requirements.

The breakout and position requirements are provided below;

WPPS II/ALSS Proposal		
RSO	6	4 Assigned to the RSO
Administrative		
Roster	1	
Travel	1	
Mailroom	1	
Personnel Database	1	
Indoctrination		
Inter-country Travel	1	
Badging	1	Embassy/CAC Renew/Camp Badging/MNF-I
Logistics		
Issue/Turn/Inventory	1	
Vehicles	1	
PRS Reps		
Ambassadors Protective Detail	1	
Iraq Protective Detail	1	
Total	14	

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

20

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

1.11 Rationale for the Need

With the requirements of supplemental support to the RSO consisting of four (4) ALSS and the additional 200 personnel Blackwater proposed four (4) additional personnel to support the administrative and logistical elements. Blackwater provides a comprehensive indoctrination for all new PSS Professionals arriving in Baghdad. Please reference attachment D to review Blackwater's Iraq Indoctrination Program Continuity Handbook. The handbook consists of Blackwater in country indoctrination, in processing check list and applications and Blackwater's WPPS II out-processing checklist. Smooth administrative processing comes from thoughtful planning and dedicated execution. Blackwater's attention to detail in this area has gained Blackwater a reputation for on time data delivery and industry leader in personnel tracking.

1.12 Include Cost in Price

The fees associated with these personnel have been included in Blackwater's proposed price proposal.

2.0 Operations Plan

Blackwater has been providing services to the Department of State in accordance with the Diplomatic Mission in Iraq since June of 2004. Since inception of the first Blackwater WPPS Teams it was clear that the mission of the Department of State is one that frequently has to change quickly depending on the local situation. Blackwater's Operational plan is uniquely tailored to address the ongoing need to remain flexible and adapt to different and changing scenarios.

The LPMO, Director Of DS Programs and Blackwater's Senior Leadership have structured operations that allow the in-country management to adapt to the immediate needs of the Department of State and the Regional Security Office in Baghdad, Iraq while maintaining oversight to ensure the principles established by the Department of State Bureau of Diplomatic Security Office of High Threat Protection are adhered to.

Similar to DoD Operations (OP) Plans, these pre-defined actions, roles, milestones, etc. will be reviewed for TO-specific requirements and modified accordingly. The OP Plans address all elements considered by the Task Order Management Plan (TOMP) and will help the Blackwater WPPS II Team collaborate on the quick-turn around TO proposals. This standard OP Plan was adapted for Task Order 2006-0006 in support of the Baghdad, Iraq Task Order. The specifics of the TO 2006-0006 OP Plan were adjusted and then used to develop the technical and pricing proposals.

2.1 Analysis of Current Operations with the Incumbent to Address;

Blackwater maintains the largest contingent of PSS Professionals in Iraq for the WPPS Program. Current operations are supported entirely by a dedicated cadre of professionals based in Moyock, North Carolina. The staff dedicated to the Department of State WPPS Program has received accolades from the DSHTOPS for their efficiency regarding recruiting, training and processing of candidates, as well as the continued support of PSS Professionals while on leave or injured in the line of duty.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

21

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

2.2 Environmental Concerns

Blackwater USA has been operating in Iraq since 2003 and has experienced several changes in the operational and threat environment. Currently, Blackwater is transitioning teams to a lower profile operation to address the concerns of the Iraqi people and facilitate positive impressions of the U.S. Department of State with their Iraqi counterparts.

While the situation remains volatile and at any moment the threat could change instantly, Blackwater PSS Professionals have demonstrated flexibility to adapt while ensuring the safety of U.S. Government personnel. Recently, Blackwater spear-headed an initiative at the request of the RSO to

B2

March 9, 2006

Gents, B2

The first run by our and a Kudos Letter!!

Great job- this is definitely the direction we are headed. RSO HTP appreciates the hard work and the enthusiasm that has been perceived in spinning this operation up.

Thanks again TEAM- Job Well Done!!

S/F, B6

High Threat Protection Office
 US Embassy Baghdad

Blackwater is fully aware of the needs and concerns of the Iraqi people and continues to assist them at every opportunity. Blackwater in-country management recently developed a cultural awareness plan to provide to the Blackwater PSS Professionals to ensure there is an understanding of the concerns of the Iraqi people and to make the PSS Professionals aware of the local culture. Blackwater, through the U.S. Embassy Office of Protocol, contacted Haider K. Abbud, NATO Cultural / Political Advisor, NATO Training Mission Iraq to provide the Iraqi perspective. Below is an outline of the class given to Blackwater PSS Professionals by in-country leadership:

Briefing: The Iraqi People and Perspective

Topics:

- **Society and Values**
 - Family and Extended Family
 - Relationships
 - Knowledge of History
 - "Cradle of Civilization"
 - Inventions / Mathematical and Scientific Achievements

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Academics
- Qualities of a Person
 - Loyalty
 - Generosity
 - Avoidance of Shame
- Daily Existence and Hardships
- **Religion**
 - Beliefs
 - Islamic View of Christianity and Judaism
- **Iraqi Perception**
 - Meaning of Democracy
 - Views toward Collation
 - Media Influence / Rumors / Conspiracy Theories
- **Iraq's Future**
 - Education
 - Employment and Reconstruction
 - Transparent Participation in the International Community

2.3 Political Climate and the Impact on the Task Order

As the political climate in Iraq continues to stabilize, the Teams deployed by Blackwater continue to adjust to the ever changing conditions. Currently, Blackwater PSD Teams are modifying their appearance, with approval from the RSO, to appear less hostile to the various Iraqi Government Officials. Blackwater believes this is viewed as an indication of political stability by the local population and media. The PSS Professionals are no longer required to move as aggressively as they have in the past because of the implied authority of the local government. Also, teams have learned to adapt to the requirements of the various ministries that previously had no input as to how the PSD teams secured the venues. If a Ministry will not allow EDD sweeps because of the involvement of a K-9, the Advance Team Leader will assess the situation and advise the Team Leader of the primary team whether or not it is safe to arrive at the venue. The Team Leaders on Blackwater PSD Teams are well aware of the need to be flexible and adapt to changing situations without compromising security of the team and of the principals. Team Leaders are selected largely for their ability to determine, after consideration of all threat and operational information, when to proceed and when to withdraw from a mission

The Blackwater teams conduct daily briefings in addition to the mission brief prior to each mission. During the Daily Brief, teams receive an Intel report that addresses the political climate in Iraq. The Blackwater teams are well informed of the interests of various political parties in Iraq and the affiliations various Political Parties may have.

Blackwater understands the mission of the Department of State is to assist the Iraqi people in forming a sovereign government with laws determined by the people of Iraq. According to the Department of State publication titled "Advancing The President's National Strategy For Victory In Iraq", 2006 is "...the year of *transition to a greater Iraqi self reliance*, which requires helping Iraqi's sustain their infrastructure...", Blackwater is best positioned to assist the Department of State in achieving their goal. Blackwater Teams are currently supporting Provincial Reconstruction Teams (PRT) in Northern and Southern Iraq and the Blackwater Leadership in Baghdad is fully supportive of the PRT missions.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

23

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater also understands that at a time in the future as the Iraqi Government achieves the stability they are working for, there may no longer be a need for PSS Professionals in Iraq. Blackwater is working with the Department of State to transition in phases to the point where less support by PSS Professionals will be required.

2.4 Resources to include; Communications

Blackwater will utilize government furnished [redacted] Radio's for operation in Iraq in accordance with TO 2006-0006.

B2

Blackwater will furnish cellular phone communications in support of TO 2006-0006. The cellular phone services commonly utilized in Baghdad Iraq are provided by Iraqna. Blackwater currently utilizes Iraqna in-country and has contacted them to contract additional equipment to support the additional requirements of this TO.

The communications will be monitored and maintained by the Blackwater, Facility Security Technician. All services and maintenance required for the [redacted] Radio's will be reported to the RSO's shop. Blackwater will maintain and service the contractor provided cellular phones. Blackwater will also utilize MCI phones provided as GFE.

B2

In November, 2005, Blackwater in-country management initiated a communications plan that included sending [redacted] Radios [redacted] to all of the northern and south central WPPS sites. The result of this initiative was the ability to speak to remote locations using GFE in an encrypted mode.

B2

The Static Guards for the WPPS II Camp will be issued the incumbent CFE handheld radios that will be monitored 24 hours per day 7 days per week by a Senior Guard Supervisor through a mobile base station. Please reference section 7.0 titled Logistics Management Plan for a complete outline of inventory control processes and monitoring systems.

2.5 Equipment

Blackwater will subcontract the facility maintenance, housekeeping services and dining facility services to Gulf Catering Company (GCC). GCC has an established performance record of providing quality service at a competitive price. GCC will also furnish the equipment required to maintain the living quarters, equipment, grounds keeping and cleaning the WPPS II Camp on a daily basis.

Each PSS Professional is equipped with a personal kit of the Contractor Furnished Equipment while they are in training at Moyock. Blackwater maintains an elaborate warehouse facility on location to ensure each PSS Professional receives the proper gear in the correct size. Blackwater is unique in the industry in our ability to provide 'one stop shopping' for our PSS Professionals. Our efficiency provides Blackwater the ability to train, equip and feed all of our candidates at the same facility. This efficiency results in a cost savings to the government and a more confident PSS Professional that knows there is an elaborate network supporting their PSS Operation. That confidence is reinforced when the PSS Professional deploys and receives re-supply from the same facility in Moyock through an efficient logistical chain in country.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

24

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The Logistics Management in Blackwater's Baghdad facility is currently servicing three (3) regions in Iraq. While Blackwater is not currently billeted the same compliment of logistics support personnel as this task order calls for, through an efficient network of support that begins in Amman, Jordan and ends with each PSS Professional, Blackwater has room for additional capacity. During the Thanksgiving Holiday of 2005 Blackwater demonstrated the ability to equip the DFAC with a complete Thanksgiving meal for all PSD Teams in Baghdad on the WPPS Program at a time when the contractor intended to provide the service was experiencing difficulty. Clearly Blackwater is able to support the changing needs of the WPPS Program and can also absorb addition requirements in times of need.

Blackwater's in-country Project Manager will utilize the Blackwater Inventory Control System (ICS) for all warehousing functions associated with Task Order 2006-0006 GFE/GFP and CFE/CFP. Inventory items will be assigned to a specific Team Member and effectively "checked-out" and "checked-in" as required. The Project Manager will not only adhere to the Inventory Report requirements (4.6.k, 4.4.m) as stipulated in the base contract, the Project Manager will also conduct random inventory audits and will provide a report of findings to the RSO or his designee. Sensitive equipment and resources, such as weapons, night vision devices, etc., will be evaluated for condition and accounted for daily. All inventory data will be sent electronically, through encrypted means, to Blackwater for consolidation and provided to the RSO, the COR, DSHTPOPs and DS/HTP Iraq Program Manager.

Please reference section 7.0 Logistic Management Plan for a full outline of the Blackwater Inventory Control Systems components, method and procedures put in place to support and track all equipment inventory requirements.

It is anticipated that the equipment identified in the GFE Attachment 1 to task order 2006-0006 shall be in working condition. Blackwater will acquire all Contractor Furnished Equipment as identified in the TO RFP, paragraph 18, 19 and 20, and transfer to the RSO as applicable upon TO termination.

Provided in the following sentence are lists of special equipment proposed by Blackwater in order to fulfill TO 2006-0006. The equipment needs include medical, armorer, and vehicle maintenance equipment.

B2

2.6 Facilities and Kennel

Blackwater will utilize the government furnished WPPS II Camp for residence, dining facility services, armory, laundry facility, office space, gym, warehouse and medical facilities.

Attachment B consists of an extensive facilities maintenance plan which will be utilized as the basis for the Blackwater facility maintenance program. Upon contract award of the WPPS II Camp, Blackwater's Deputy Project Manager for Facilities will conduct an assessment of the facility and maintenance needs. The facilities maintenance plan will be revised to consider/develop any elements that were not sufficiently addressed in the attached plan.

Currently, Blackwater maintains a K-9 Division that provides the WPPS II program with a turnkey solution to Kennels and K-9 support. The Blackwater Kennel Master will maintain the

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

25

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

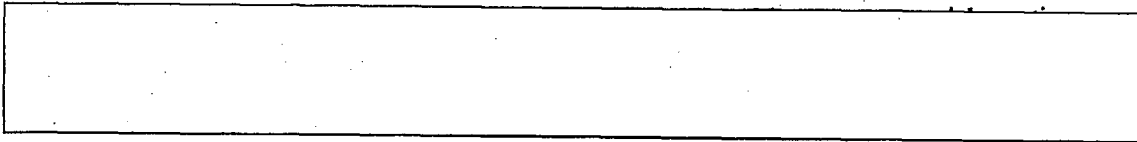
K-9 facilities daily operations, cleaning and sustainment however, maintenance required to the actual infrastructure and facility will be submitted to the maintenance staff via a maintenance request in accordance with the facility maintenance program.

2.7 Vehicles

Vehicles for Task Order 2006-06 are GFE with the exception of the Armored Personnel Carriers (APC). The GFE vehicles dedicated to Blackwater under this Task Order will receive daily preventative maintenance check and are dispatched weekly at the Kellogg Brown and Root (KBR) Maintenance Facility.

The APC's currently provided by Blackwater are a combination of [redacted] that have been in service in Iraq since March, 2005. The vehicles are serviced at the WPPS II Camp vehicle maintenance facility and will ultimately be contained in a large multi bay repair shop as soon as it becomes available. Tools and supply parts are included in the Government Furnished property table include in Task Order 2006-0006 for standard vehicles and Blackwater has included a complete list of [redacted] replacement parts and consumables compiled from Blackwater's one (1) year of history providing this replacement equipment. Upon task order award to Blackwater there is no cost to transition these existing vehicles.

B2



B2

2.8 Weapons

Weapons for TO 2006-0006 are GFE and are on site and available for issue to the PSD Teams as well as the Third Country National (TCN) Guard Force. These GFE weapons are the only weapons authorized by the Department of State for use on the WPPS II contract. Blackwater will ensure enforcement of this regulation at all periods of contract execution.

The first level of weapons maintenance will be performed by the PSS in accordance with the Echelon One Maintenance guidelines provided with Task Order Request 2006-0006. Each PSS will be provided a copy of the Echelon One Maintenance guidelines as part of the In-country Indoctrination.

All maintenance requirements for the weapons above and beyond Echelon One will be reported to the DSHTPOPs approved Blackwater armorers. The armorers will determine the level of maintenance required and provide maintenance in accordance with the Echelon Two Maintenance Guidelines outlined in Task Order Request 2006-0006.

All government furnished weapons and weapons accessories will be stored in the [redacted]



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

2.9 Tasking

Blackwater understands the purpose of this tasking is to protect the U.S. Department of State and Official U.S. Government personnel from harm or embarrassment. The tools utilized for this task include land and air assets that must be maintained and accounted for in accordance with the requirements outlined in Task Order 2006-0006. Blackwater has and will continue to support the Department of State mission with PSS Professionals and the finest leadership in the industry stressing accountability as a priority with the Blackwater leadership. Blackwater understands the mission of the Department of State must be executed with minimal disruption to and for the benefit of the Iraqi people.

Blackwater has extensive knowledge and experience providing life support to PSS Professionals in Iraq as well as other countries. Blackwater will rely on this experience to provide the Department of State with an efficient and responsive life support operation and provide the PSS Professionals quality of life.

Blackwater currently fulfills the majority of the tasks in TO 2006-0006 and the Department of State should feel confident that the level of service provided by Blackwater will continue upon award of this contract. The RSO Tactical Operations Center (TOC) is currently manned 24 hours

February 16, 2006

[redacted] wanted to pass along a thank you to you and the rest of your team for an outstanding job yesterday at that 1300' venue. [redacted] PSD team from Hart Security spent about 10 minutes thanking me last night for your guys' help in securing that venue." "Just nice to hear from another security company about how "absolutely brilliant" our advance team was."

AKSO
Department Of State
High Threat Protection

per day, 7 days per year primarily by Blackwater Operations Security Specialist (OSS) personnel and a Blackwater Operations Chief (OC). In fact, the concept of the TOC was developed by Blackwater during initial operations in Iraq. The format has been successful to the point that Blackwater

is emulating the model of the Baghdad TOC in Kabul under a separate Task Order. Maintaining continuity in the largest operations of the WPPS II Program allows for streamlined reporting and efficiencies that extend back to Blackwater Headquarters and the LPMO. When the Office of High Threat Protection determines reported information is required program wide, it is likely that Blackwater is currently providing the format and the information through the TOC in Baghdad.

Recently, the Department of State requested additional support from Blackwater in the form of additional Intel Analysts. Apparently there was a shortage of Analysts in the RSO TOC and all Intel Analyst positions became the responsibility of Blackwater to fill. In a matter of weeks the new requirement for Intel Analysts was being met. Blackwater has an additional [redacted] Intel Analysts trained awaiting their Top Secret clearances and another [redacted] Intel Analysts approved, interviewed by Department of State, Industrial Security (DS/IS) and scheduled for training. This is one more example of Blackwater's understanding of the task at hand and a demonstration of the ability of Blackwater to adjust to the needs of the Department of State.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

27

UNCLASSIFIED

B6

B6

B2

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The need for Medium Lift Air Support has been addressed in the past by Blackwater. It is clear that the Department of State requires an independent source of transportation to compliment the current transportation available through the U.S. Military in Iraq. Blackwater has already demonstrated the ability to provide air support to the Department of State in the form of four (4) MD 530 Helicopters ("Little Birds"). These Helicopters come with maintenance and support that will require minimum adjustment to support four (4) medium lift helicopters. Blackwater provides the most logical solution to increased mobility to the Department of state with the least amount of risk. The RSO in country and Blackwater have a well established relationship when it comes to air support. Please refer to section 7.6 titled Veterinary Support, Aviation Support, Communication, Medical Equipment and Supplies, for a more detailed outline of the proposal for the medium lift helicopters and Blackwater's capability to provide air support. Blackwater will perform additional tasks as directed by the RSO to further assist in the Department of State's mission.

2.10 Analysis of perceived Risks and Proposed Mitigation

Besides the obvious risk of attack from insurgents that Blackwater is very familiar with and has established an excellent track record in mitigating, there are other tangible risks associated with Task Order 2006-0006. Blackwater PSS Professionals are trained in Moyock and Baghdad in order to succeed in Blackwater's mission, the principal must arrive safely at the meeting and discuss the topics of the meeting. The topic of the principals meeting should not be the PSD Team or the manner in which the principal arrived.

There is also the risk of manning the positions outlined in the task order section 6.3 titled Staffing Positions. Blackwater has signed a dynamic recruiting initiative with Monster.com and TMP Worldwide Services at no additional cost to the Government and combined that sourcing with the already robust recruiting infrastructure that has kept Blackwater at the manning levels the Department of State is accustomed to. Blackwater has a proven record of manning large projects on short notice for the Department of State and anticipates being instrumental in the success of the U.S. Ambassador's PRT initiative.

Clearances can prove to be a difficult obstacle to overcome if careful planning and attention to detail is not implemented for clearance submittals. Blackwater requires course enrolment to suspend thirty days our from the start date of the course. This is done to ensure there is ample time for the candidate's clearance submittal to be processed with the Department of State / Industrial Security Division and a security clearance to be granted by the time the candidate completes their 164 WPPS II Training course. This allows for a minimum of 8 weeks for a clearance determination for each candidate. Blackwater will not deploy candidates until an interim Secret, Moderate Risk Public Trust or High Risk Public Trust security clearance is granted by the DS/IS Division.

As of November 17, 2005, Blackwater has been training WPPS II Candidates to the 164 hour Department of State standard even before required by the Department of State. Currently Blackwater is ahead of projections for providing The Department of State with WPPS II qualified PSS Professionals. As you can see from the chart below Blackwater is also in a position to staff additional requirements without having to draw from current programs. While Blackwater will take advantage of the experience of some of the seasoned PSS Professionals in

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

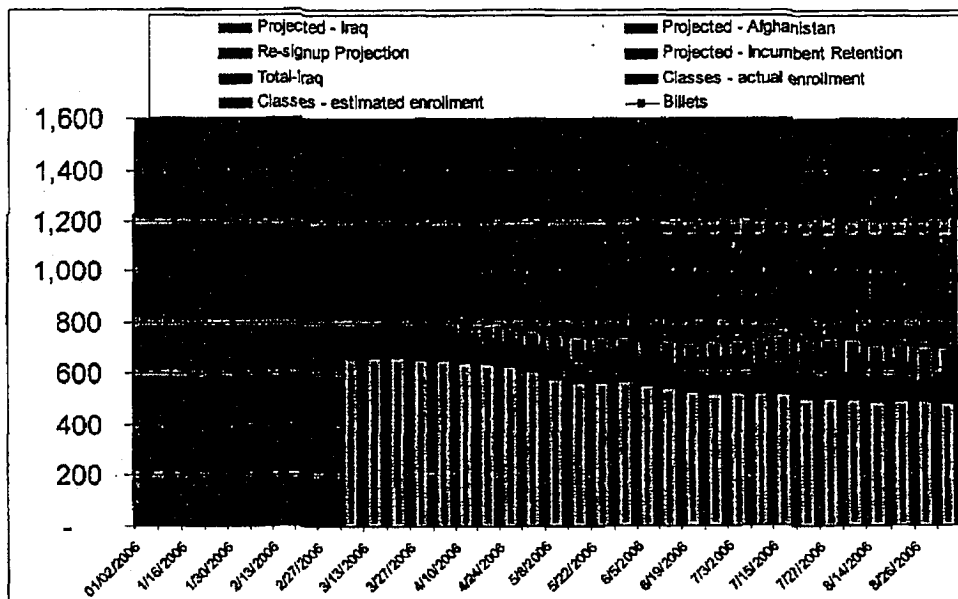
28

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Iraq, it will not come at the expense of mission integrity in current programs. Please refer to the staffing projection below:



In order to fulfill the requirements of Task Order 2006-006 Blackwater plans to utilize currently trained PSS Professionals already in place as well as drawing from the incumbents sources. In the past Blackwater has used this strategy successfully to promote goodwill within the PSS Professional Community as well as to maximize the impact of Department of State dollars already spent on training for the WPPS II Program. In the event Blackwater is unable to retain incumbent personnel we can still without difficulty fulfill the August 31, 2006 transition deadline, however, the goal of Blackwater is to exceed the Department of State's expectations and maintain efficiency in the process.

Blackwater is currently providing PSS Professionals the opportunity to attend their choice of four (4) WPPS II certification classes per month. This training is open to all candidates that have completed the initial training for the WPPS I (135 hour PSS Training Course) requirement and is offered regardless of which company the candidates received the training after receipt of approval from DSHTPOPs. Blackwater trains candidates from other companies to the 40.5 hour WPPS II certification providing a cost saving to the Government for training as well as a rapid deployment for PSS Professionals. Our understanding is the common practice among our competitors is to have all candidates complete the full 164 hour training course regardless of the level of training candidates have already received at the expense of the U.S. Government. Also, Blackwater verifies each candidate's training level claims through DSHTPOPs.

Since October, 2005, Blackwater has initiated policies within the PSD Teams that have resulted in a 75% drop in serious incidents involving the local nationals. The decline in serious incidents has accelerated recently and is a priority with in-country leadership. Some of the policies implemented are directly related to the understanding of the PSS Professionals of the local

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

culture and concerns. Below, please find outlines of significant policies changes that Blackwater has implemented in order to mitigate the risk of incidents with local nationals:

Risk Mitigation Techniques:

1. All Blackwater PSS Professionals are selected based on their technical and tactical background to ensure their ability to operate in this environment.
2. Team members receive initial and in-service training on the Use of Force and the continuum that must be followed.
3. Every Blackwater PSS Professionals member has a security clearance and receives a classified intelligence briefing prior to each mission.
4. Cultural awareness training at Blackwater and updated in country during classes arranged by the U.S. Embassy Office of Protocol.
5. The design and promotion of "motorcade awareness" publications and broadcast media to advise the Iraqi citizens on how to react when they encounter a PSD team has been submitted to the RSO in Baghdad.
6. Blackwater leadership has requested a meeting with Iraq PSD elements to enhance understanding on both sides and possibly develop new techniques that are less invasive while maintaining safety.
7. Use of Force and the COM rules of engagement are continually reiterated to ensure understanding at every level.
8. Improved communications support through newly issued PRC117 radio systems allows continual support from the tactical operations center on developing situations. This allows the team to adjust mission plans real time and avoid trouble spots.

Blackwater team members understand the mission we support and the importance it has to our country and the people of Iraq. We also recognize that Iraq is a dangerous place and harm will come to those that ignore this fact. For these reasons Blackwater management will continue to lead the way in finding new methods of completing the mission while causing the least amount of intrusion possible to the citizens of Iraq.

The policy referenced above is merely one example of the seriousness with which Blackwater treats the risk to the US Government in the daily operations of our PSD Teams. Blackwater provides a briefing to the PSD Teams in order to inform them of the areas of risk and forms of attacks on PSD Teams. Blackwater believes if the PSS Professional is aware of the real threats they are less likely to take action against perceived threats.

Lastly, external media effects can be just as damaging to the Blackwater and Department of State WPPS II Mission. Blackwater adheres to a media policy throughout the company. All media requests and concerns are handled at the highest levels of Blackwater management. In the event a PSS Professional or Blackwater employee comes in contact with the media they are to refer all matters to the Vice President of Strategic Initiatives for Blackwater. From the first day of training until the last day of employment all Blackwater personnel are reminded of the serious nature of media contact and relations. It is clear to all personnel that Blackwater will pursue punitive damages if necessary to protect our partners from embarrassment through media exposure.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

30

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

2.11 Analysis of any Legal Requirements and Proposed Compliance Issues with Host Government and US Government Regulations for Operating in Iraq

As a member of the Private Security Contractors Association-Iraq (PSCA-I), Blackwater takes the concerns of the Iraqi Government seriously. The PSCA-I is a vehicle that provides the Iraqi Government with instant dissemination of their message to private security companies operating in Iraq. The Iraqi and U.S. Government will often bring matters of concern to the PSCA-I meetings and Blackwater acts on the concerns quickly. Blackwater has registered all armed contractors with the Iraqi Ministry of Interior (MOI) and is in full compliance with the Iraqi Government requirements. Blackwater continuously submits all personnel upon arrival in Iraq for an Iraqi Weapons Card to ensure further compliance with Iraqi law.

Blackwater continues to comply completely with U.S. Government Laws and Regulations. As part of the training provided to all WPPS II Candidates, Blackwater provides two (2) classes on leadership and ethics. It is clear to all candidates that they are bound by the laws of the United States under this contract regardless of their duty station.

Blackwater maintains all Technical Assistance Agreements (TAA's) and Export Licenses associated with the Task Order. Blackwater has a current Technical Assistance Agreement / DSP-5 with the Department of State Defense Trade Controls for the proposed Columbian Third Country National (TCN) Static Guard Force, reference Attachment E for copy of the DSP-5. Blackwater is also submitting a TAA for El Salvadorian Guard Training as well in anticipation for surge requirements or politics policy changes in Columbia that could affect Columbia's legal stance on the U.S. Mission in Iraq. This will allow for a viable backfill of the Static Security requirements for the WPPS II Camp in the event Blackwater is required to make a change.

As of January 19, 2006 items such as body armor, GPS, level plates, Kevlar helmets and other similar defense articles previously requiring an export license from the Department of State, Defense Trade Controls became the jurisdiction of the Department of Commerce. This jurisdiction change allows for an expedited response time in deploying this equipment as well as quick response bulk shipping.

Blackwater Aviation has received a waiver from the Federal Aviation Administration (FAA) authorizing operations in support of the Department of State mission in Iraq. Having received the waiver Blackwater has already spent the many months necessary to obtain clearance to operate legally in Iraq with fixed and rotary wing aircraft. The waiver received is valid through the life of the WPPS II Contract, reference Attachment F.

Over the course of the past year the US Military has discontinued issuance of Common Access Cards (CAC) to TCNs supporting the mission in Iraq. As a replacement the Multi-National Force - Iraq (MNFI) Card is accepted for virtually all of the services provided by the CAC card, however, the process for obtaining and MNFI card has changed several times over the last year.

Blackwater management requested a meeting through the RSO with the US Military office responsible for issuing the MNFI cards in order to determine the most efficient process for issuing cards to all contractors associated with the Department of State throughout Iraq. During the meeting the MNFI Badging office made it clear to all contracting company's as well as the

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

31

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

RSO Office that Mobile teams are available to travel to remote sites in order to complete the badging process. The result of the efforts of Blackwater management is the TCN's at remote locations will be processed for MNFI badges without have to leave their post. This is a significant savings to the US Government.

2.12 On Site Work Schedule

Blackwater PSS Professionals will continue to work as they have, six (6) days per week for 12 hours per day. All PSS Professionals will remain available 24 hours a day 7 days per week to respond to emergency and urgent requirements. If no missions are scheduled the Teams conduct training, both classroom as well as practical.

This work schedule has been effective and allows the PSS Professionals with a down day, usually on Friday. Fridays in Iraq are similar to Saturdays in the U.S. and most principals and Iraqi Ministries are not operating on Fridays.

Blackwater Aviation (BWA) remains on call 24 hours per day, 7 days per week. BWA has established a record for being quick to respond with short or no notice. Blackwater Aviation maintains and tests the ability to be airborne in less than five minutes of notification by the RSO TOC.

Blackwater Aviation also incorporates their response and training into the training of PSD Teams on a regular basis. Blackwater PSD Teams allow for one day per week of training and depending on the mission schedule, Blackwater Aviation will arrange drills designed to respond to teams in a controlled training environment.

Currently Blackwater provides a Medical Officer to the WPPS Program in Baghdad. The Doctor is on call 24 hours per day, 7 days per week for emergencies and maintains 8:00 am to 5:00 pm office hours in the WPPS II Camp. During these hours the Medical Officer will attend to the medical needs of the PSS Professionals and monitor the condition of PSS Professionals if they are in the car of the US Military.

Through a subcontractor agreement with GCC, Blackwater will provide a regular schedule for the DFAC, MWR Facility and house keeping. Regular maintenance will also be scheduled during normal business hours and is available on an emergency basis as needed. For more details on the scheduled hours of services provided by GCC, see attachment A, the subcontractor agreement with GCC.

The Static Guard force will maintain a 24 hour schedule 7 days per week. The Shift supervisor for each shift will be in contact with the Project Manager in the event of an emergency regardless of the hour of day or night.

2.13 Rotation Plan

Attached is the rotation plan Blackwater will follow. We have used similar rotation plans successfully in the past and have found that setting up this type of plan can assist in accelerating the transition with an incumbent. The rotation plan below outlines specifically how many PSS Professionals and support personnel Blackwater will dedicate from current resources in Baghdad

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

32

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

and where the rest of the personnel will come from. At the end of the rotation plan is a key defining the rotation options. Please note that incumbent personnel refers to personnel not currently obligated to Blackwater but expected to convert to a Blackwater contract. The expectation of incumbent conversion is conservative and an increased rate will allow for a faster transition.

Rotation Plan Key:

- | | | |
|---|---|--|
| 1 | - | 1 st 30 day leave 5/4/06 to 6/2/06 |
| 2 | - | 1 st 30 day leave 6/3/05 to 7/2/06 |
| 3 | - | 1 st 30 day leave 7/3/06 to 8/1/06 |
| 4 | - | 1 st 30 day leave 8/2/06 to 8/31/06 (1 st day deployed 5/4/06) |
| 5 | - | 180 day rotations
4/4/06 to 10/1/06 or
10/1/06 to 3/30/07 |

The rotations repeat through Option 4 by position. If a position becomes vacant, it will be filled continuing the same rotation. Please reference the Rotation Schedule on the following pages.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

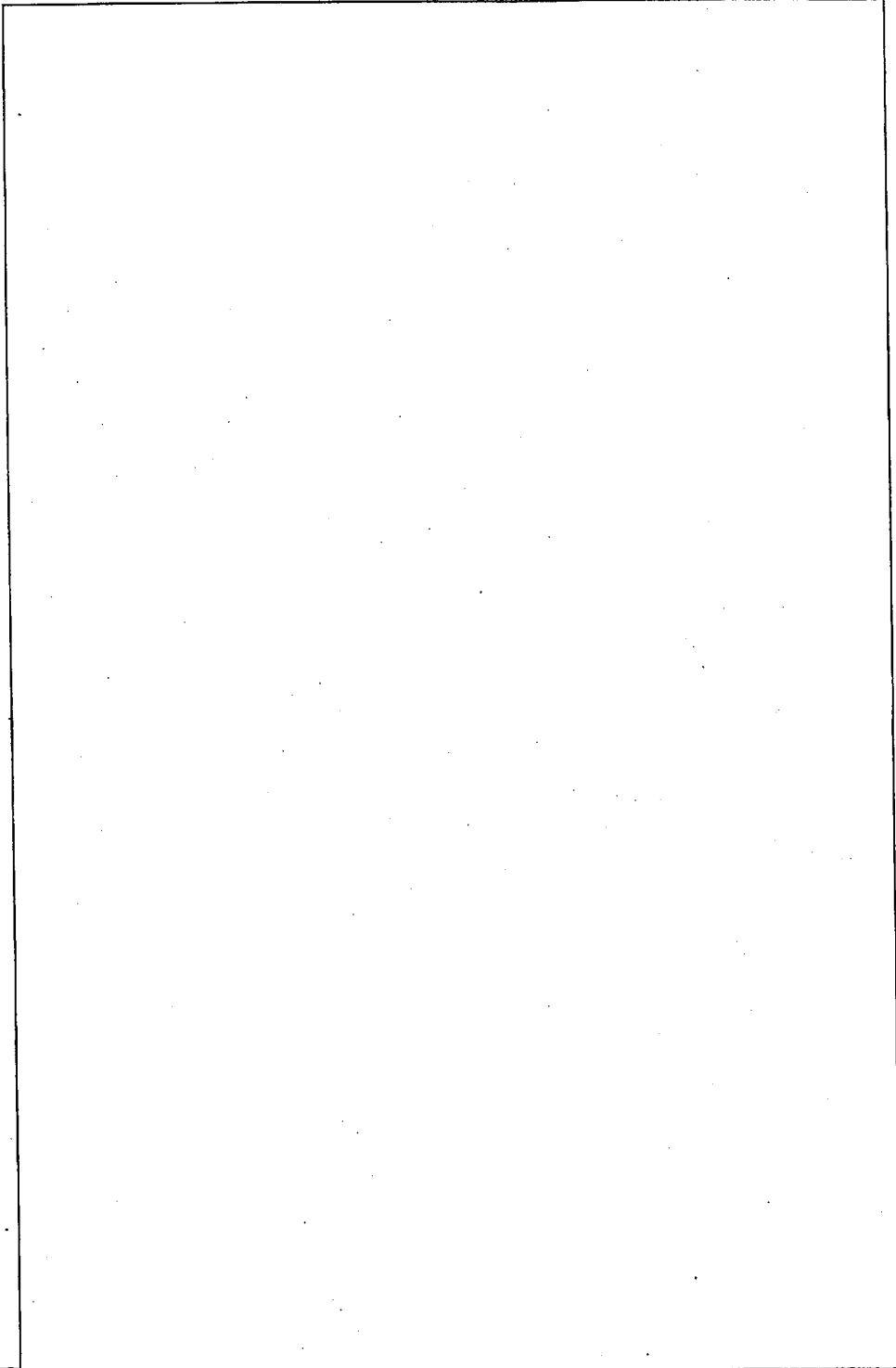
33

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Rotation Schedule



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

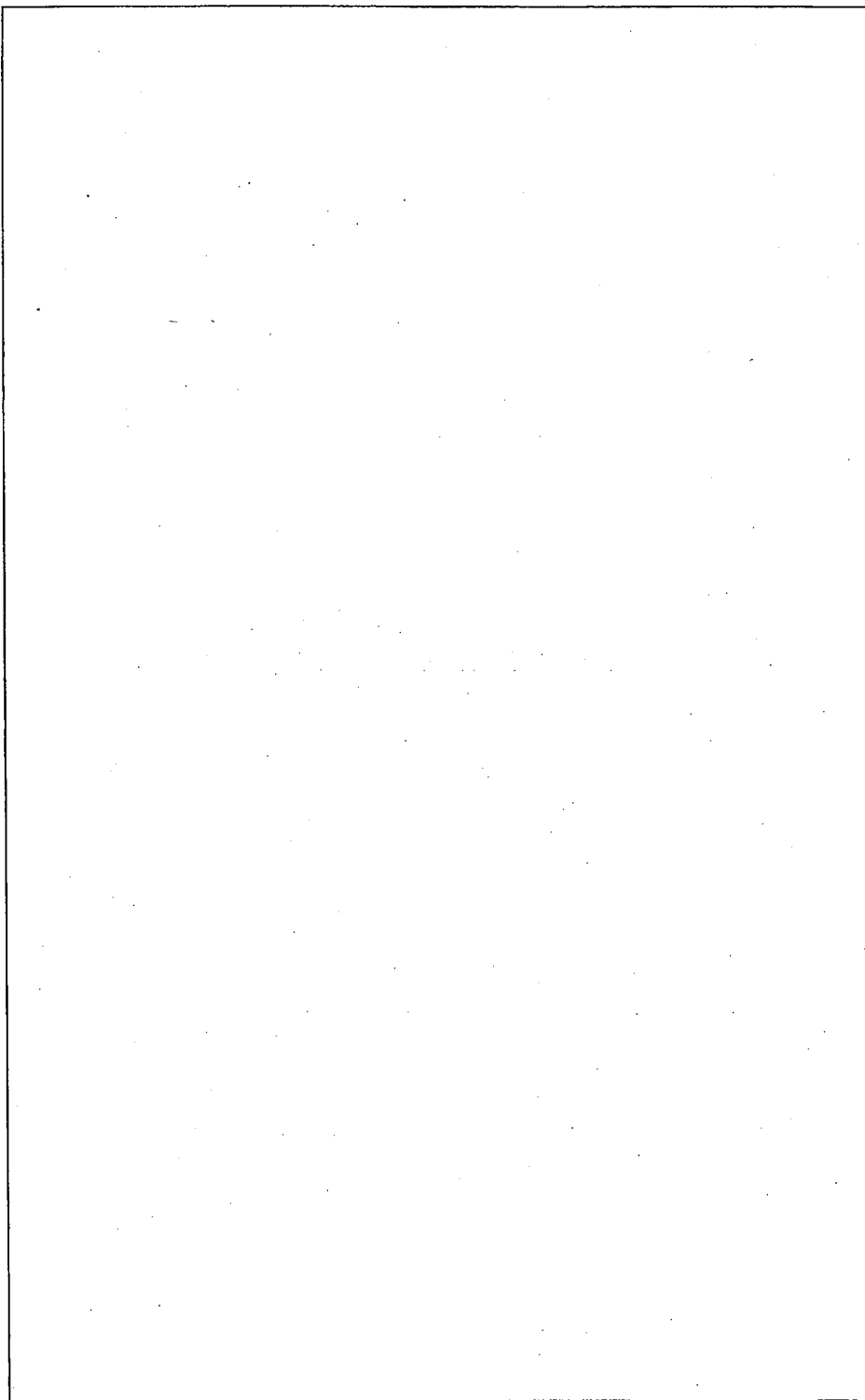
34

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

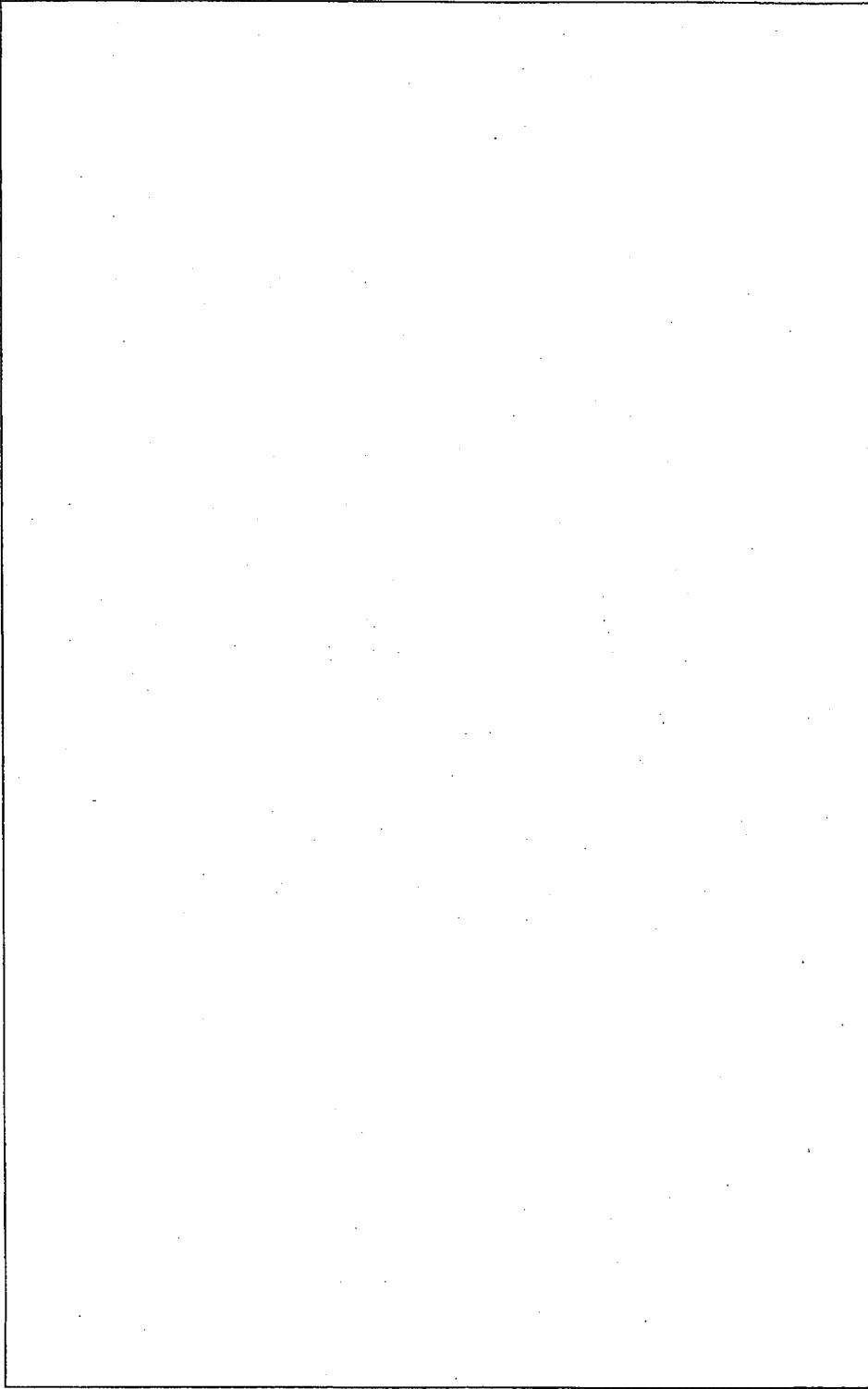
35

UNCLASSIFIED

U.S. Exh. 4 p.35

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

36

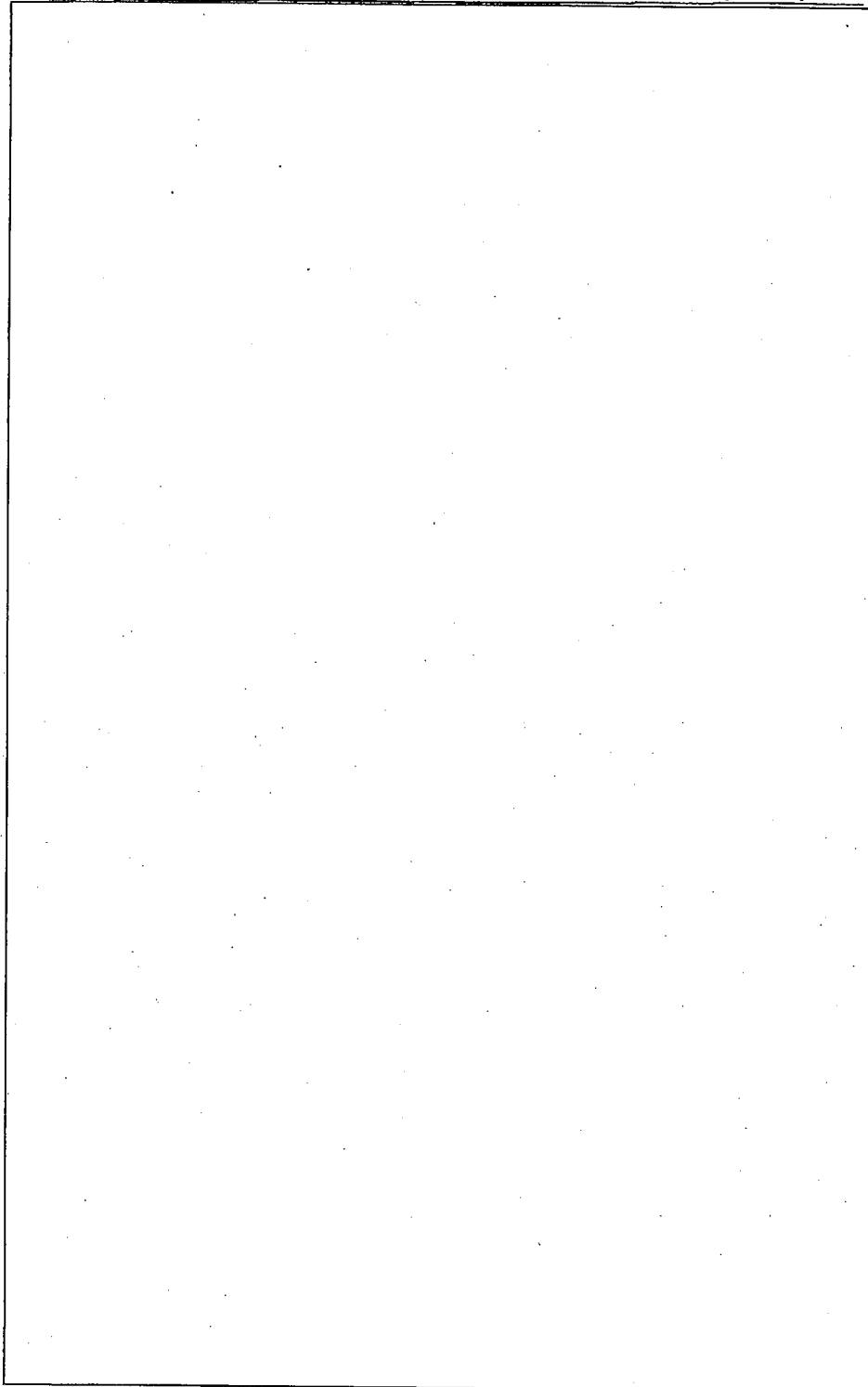
UNCLASSIFIED

U.S. Exh. 4 p.36

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

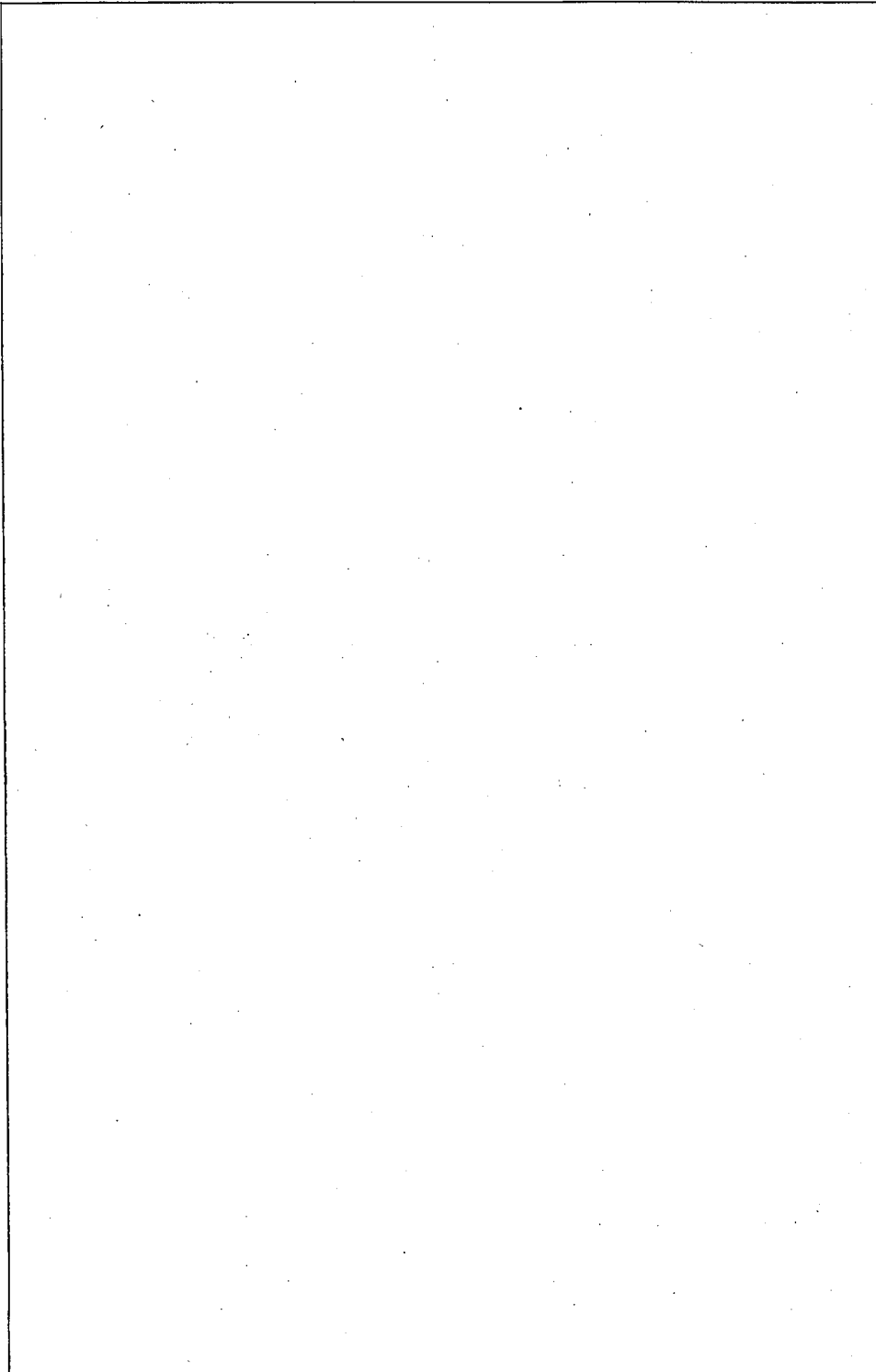
37

UNCLASSIFIED

U.S. Exh. 4 p.37

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

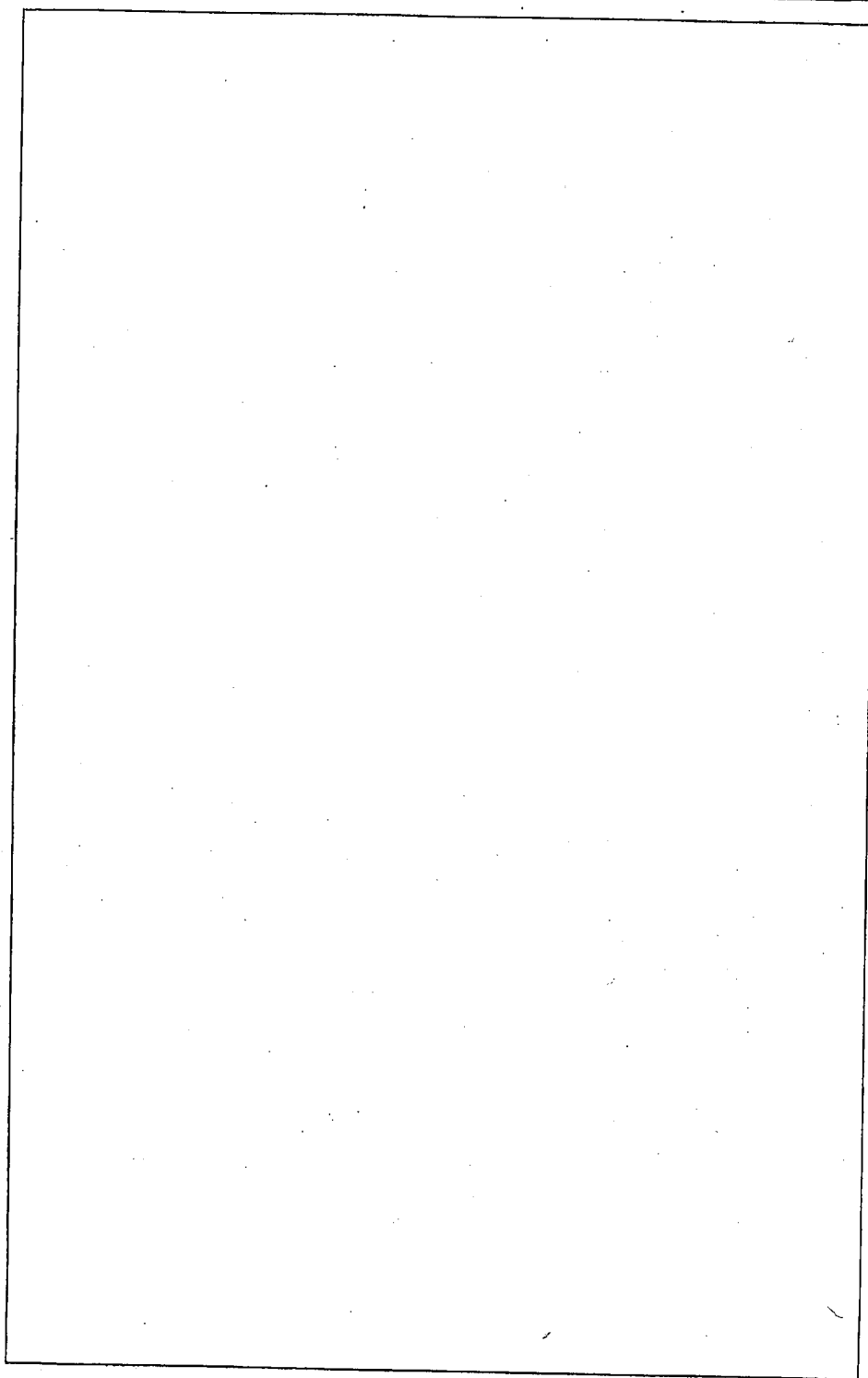
38

UNCLASSIFIED

U.S. Exh. 4 p.38

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

39

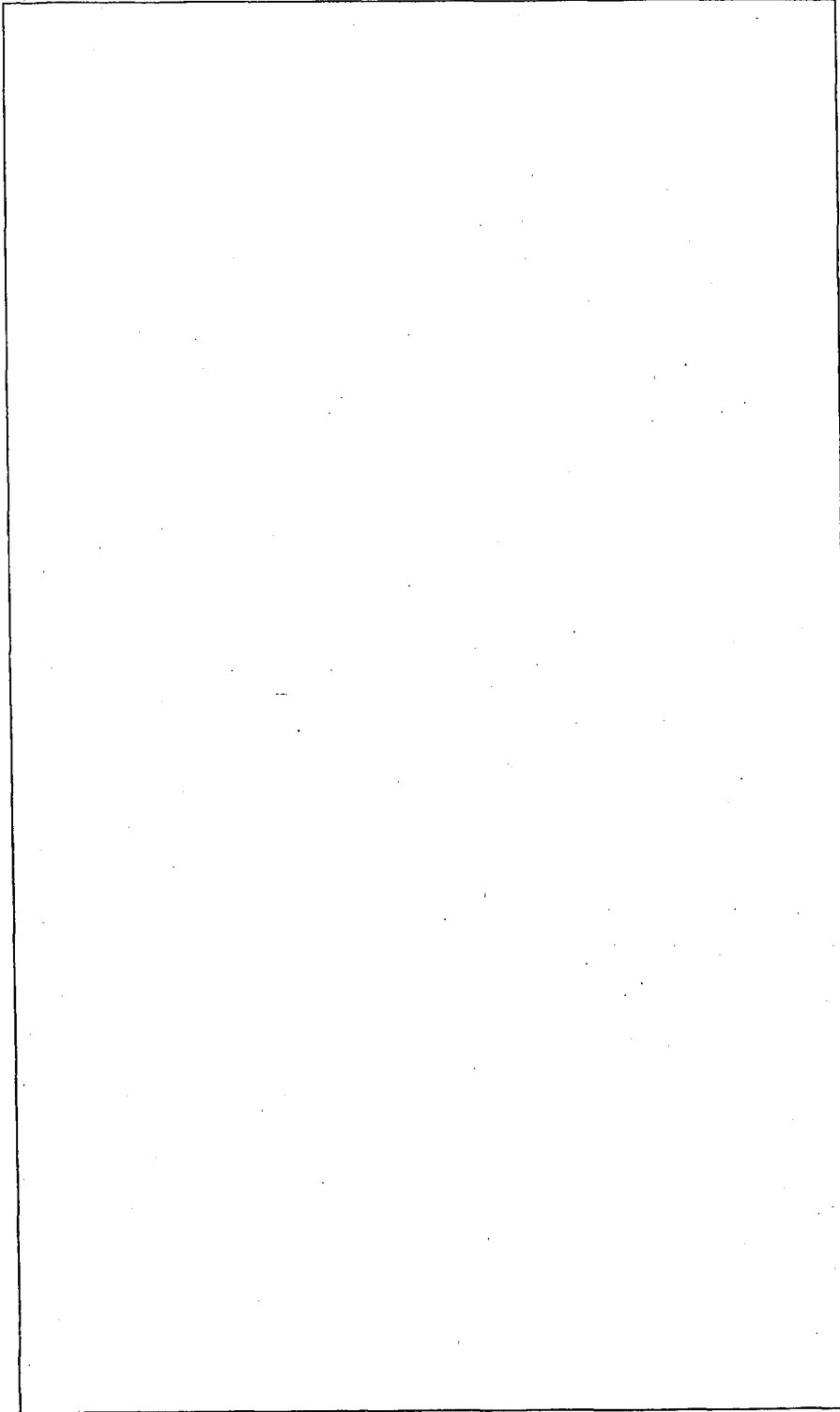
UNCLASSIFIED

U.S. Exh. 4 p.39

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

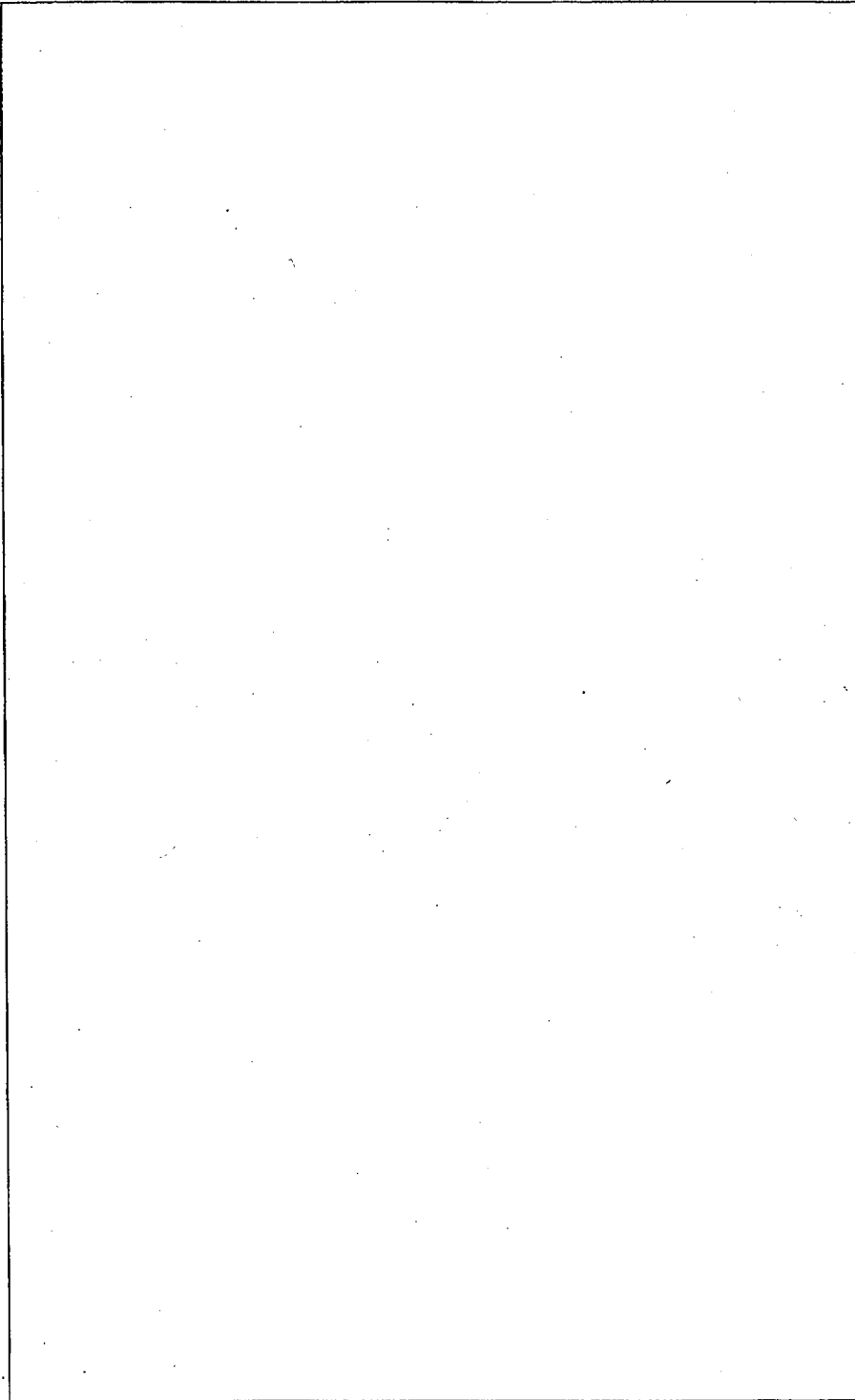
40

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

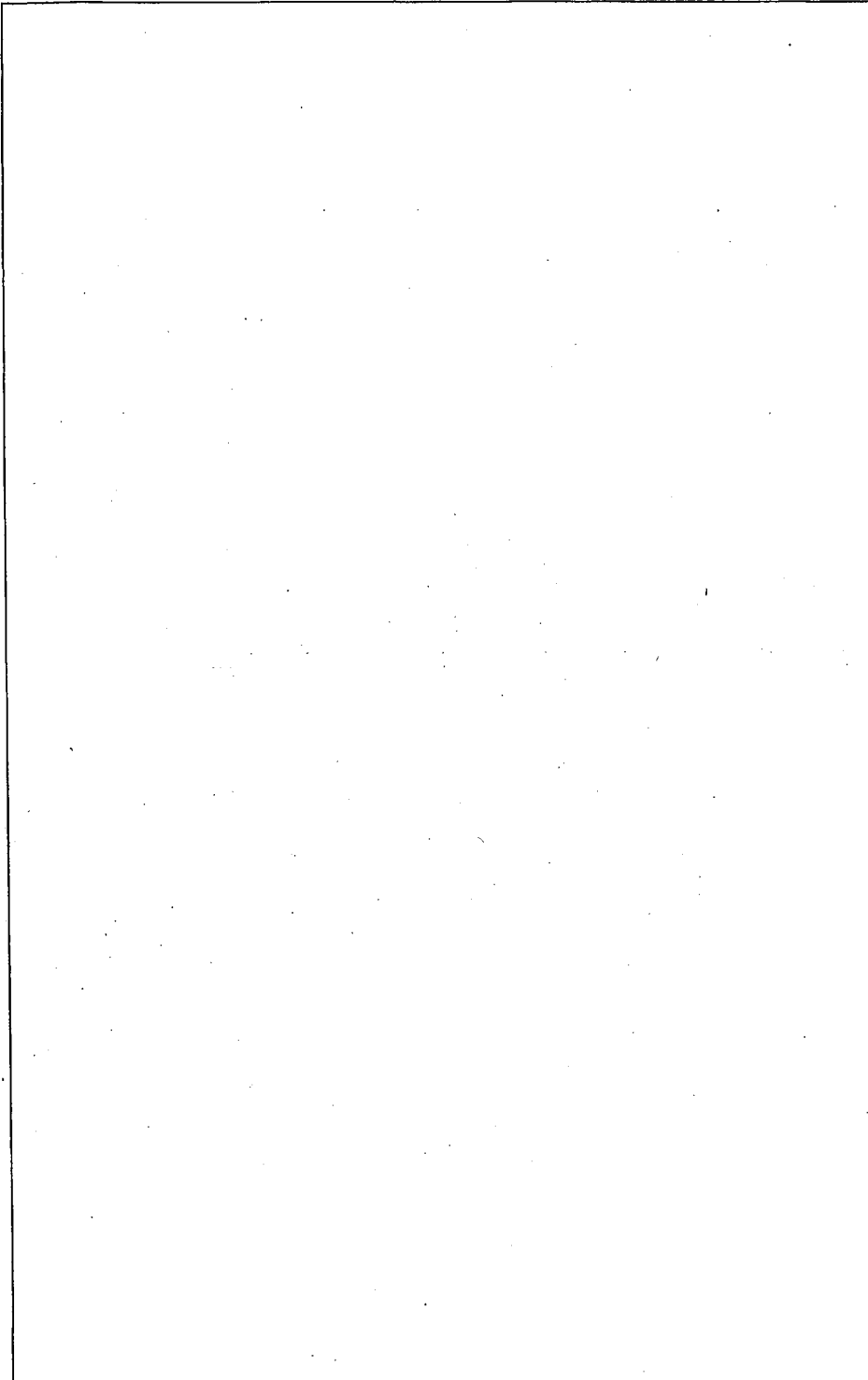
41

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

42

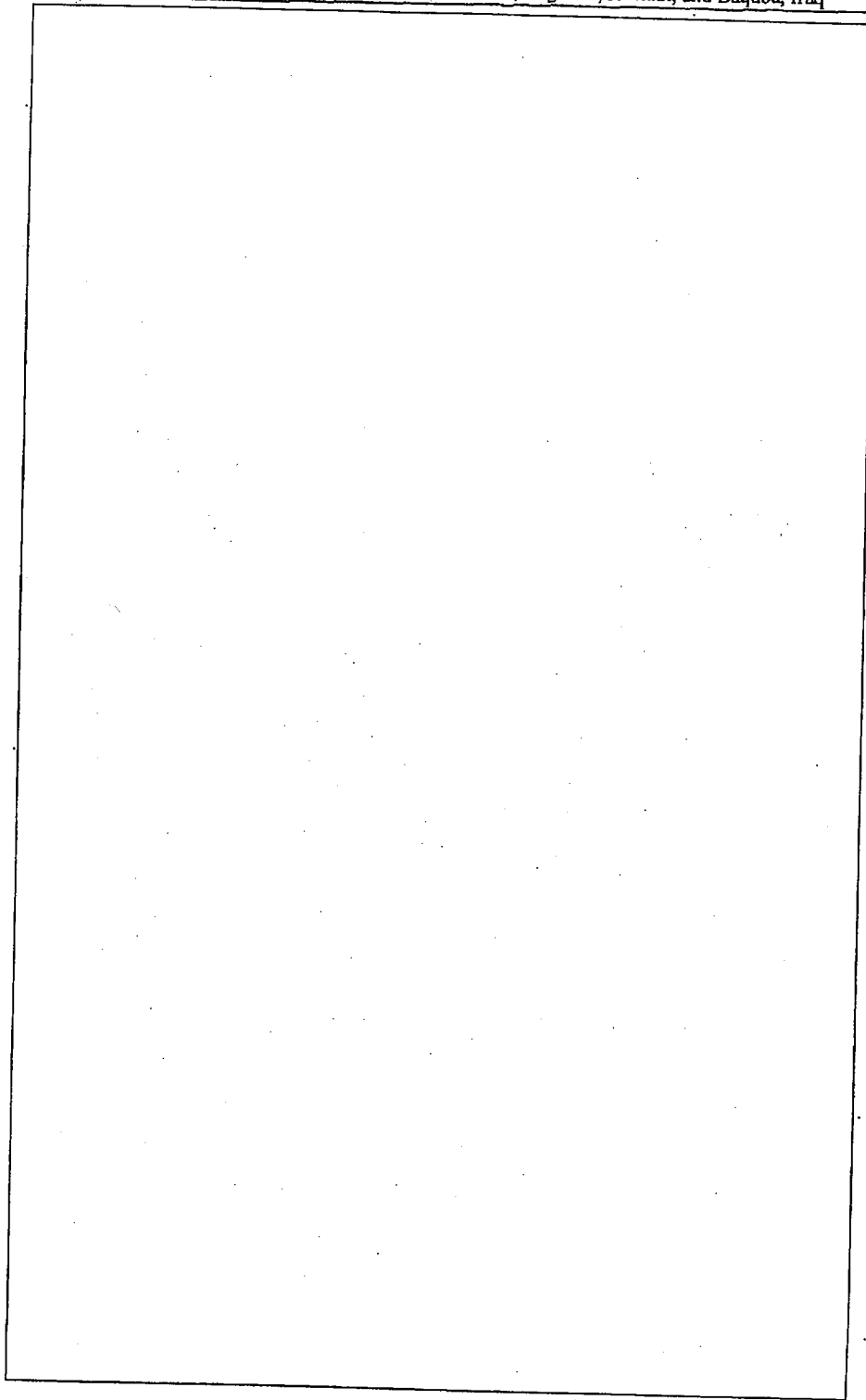
UNCLASSIFIED

U.S. Exh. 4 p.42

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

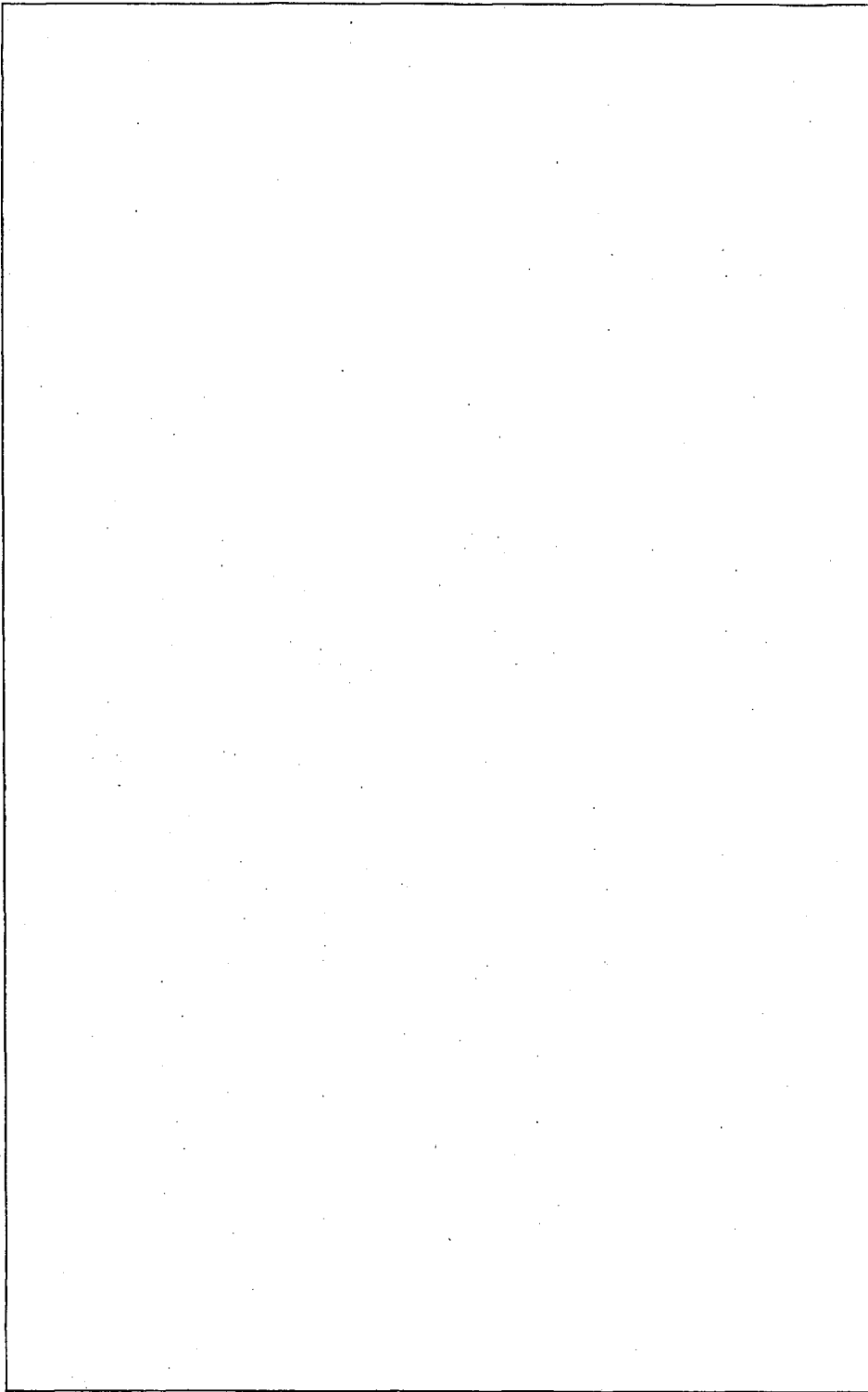
43

UNCLASSIFIED

U.S. Exh. 4 p.43

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

44

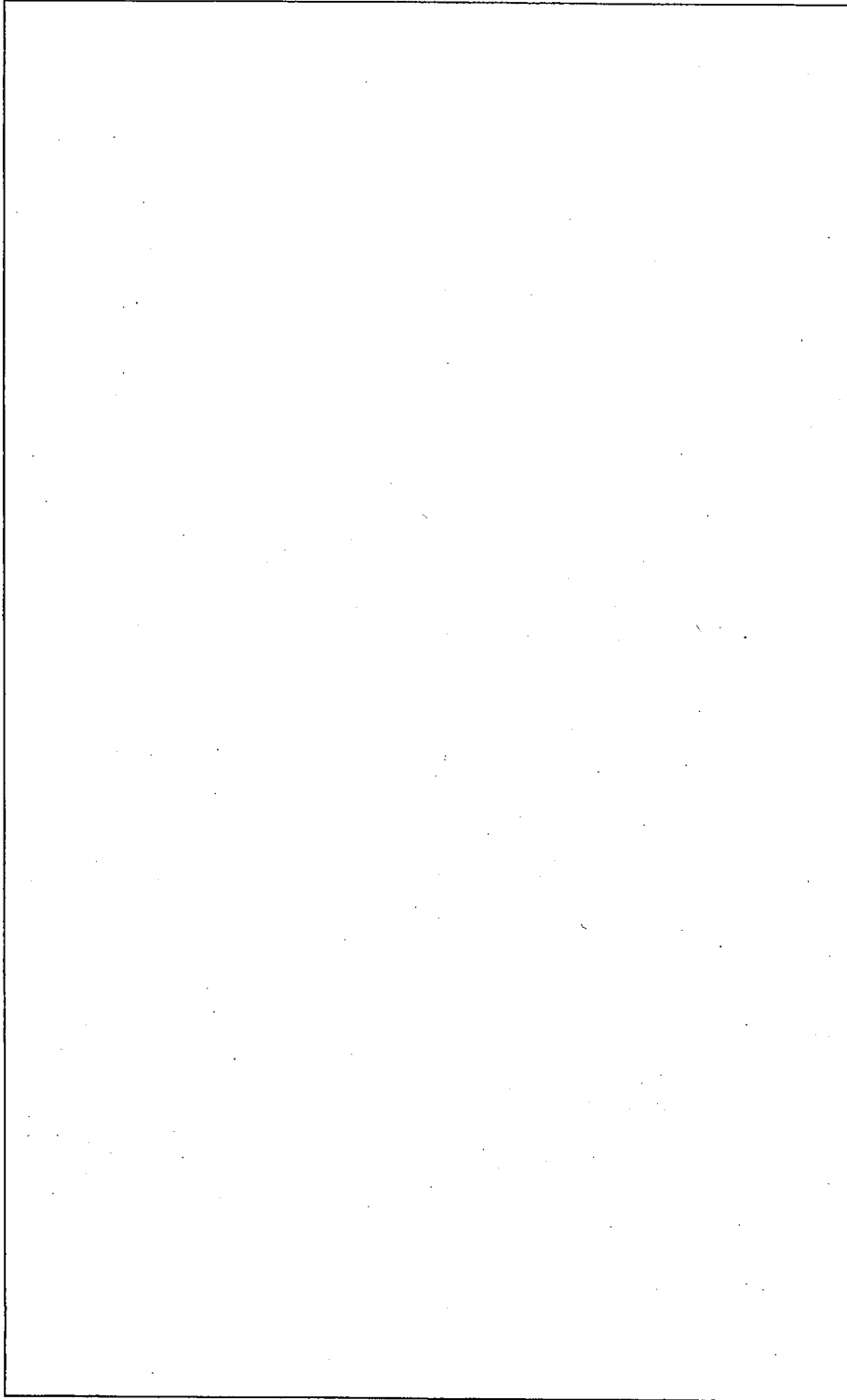
UNCLASSIFIED

U.S. Exh. 4 p.44

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

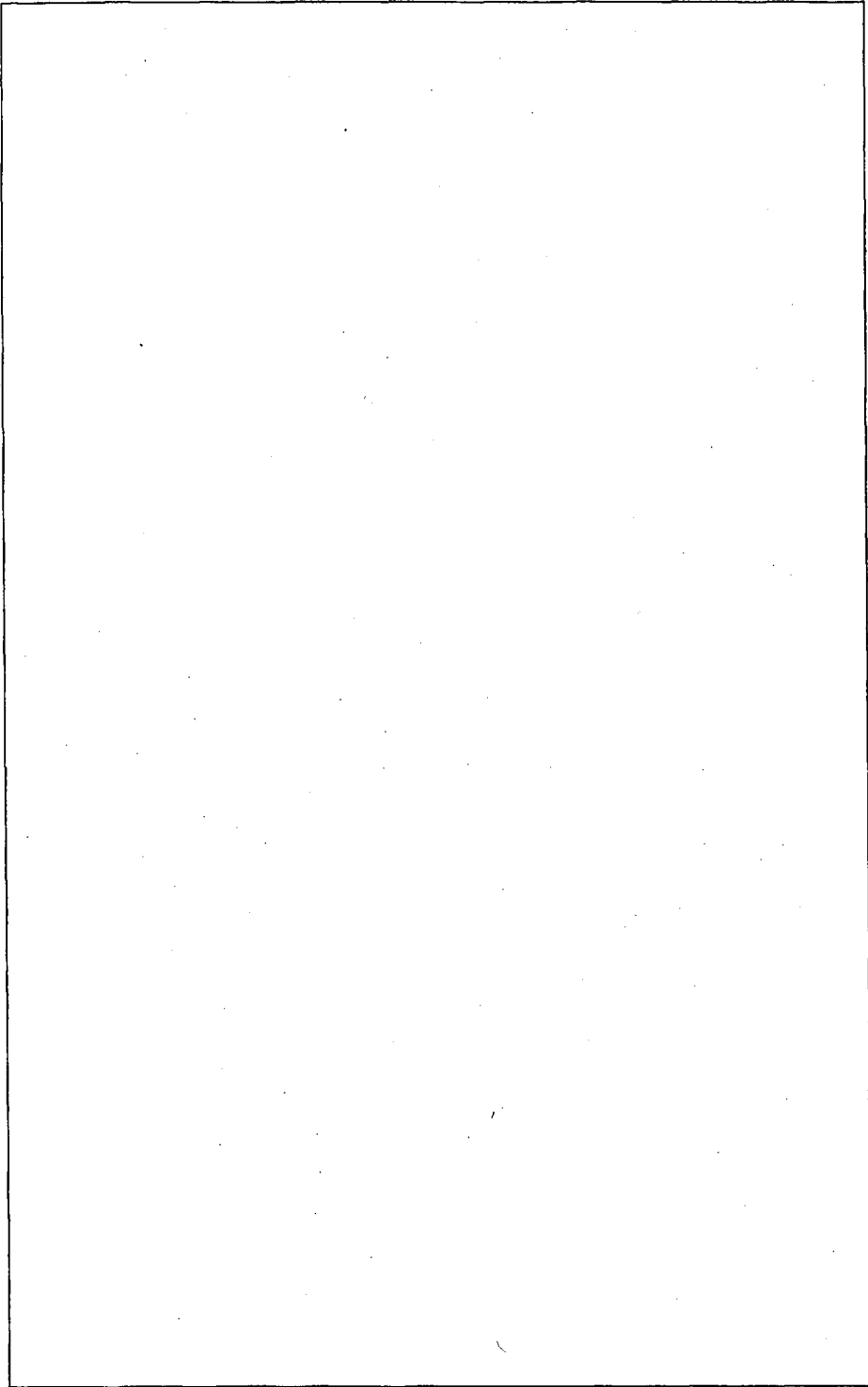
45

UNCLASSIFIED

U.S. Exh. 4 p.45

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

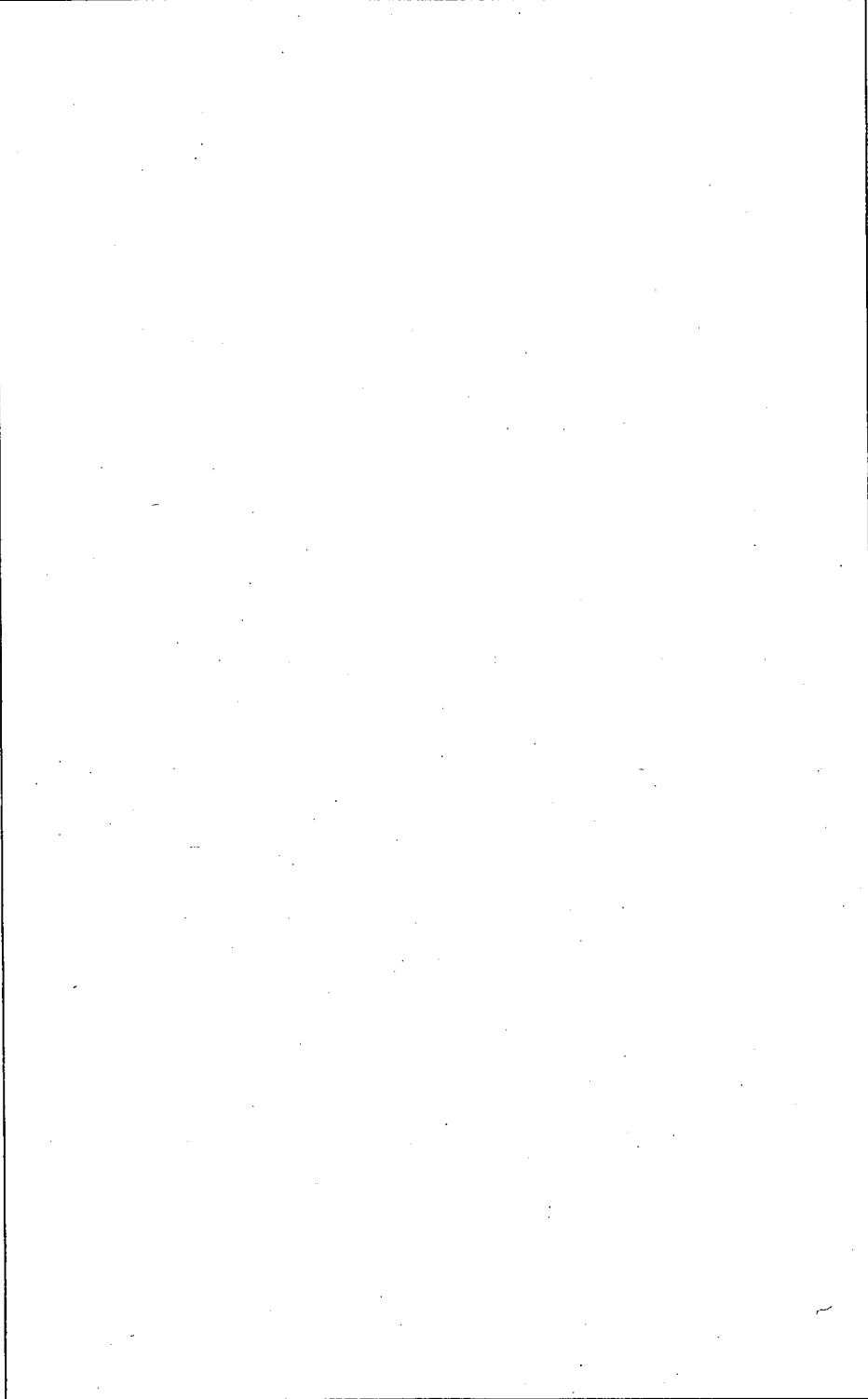
46

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

47

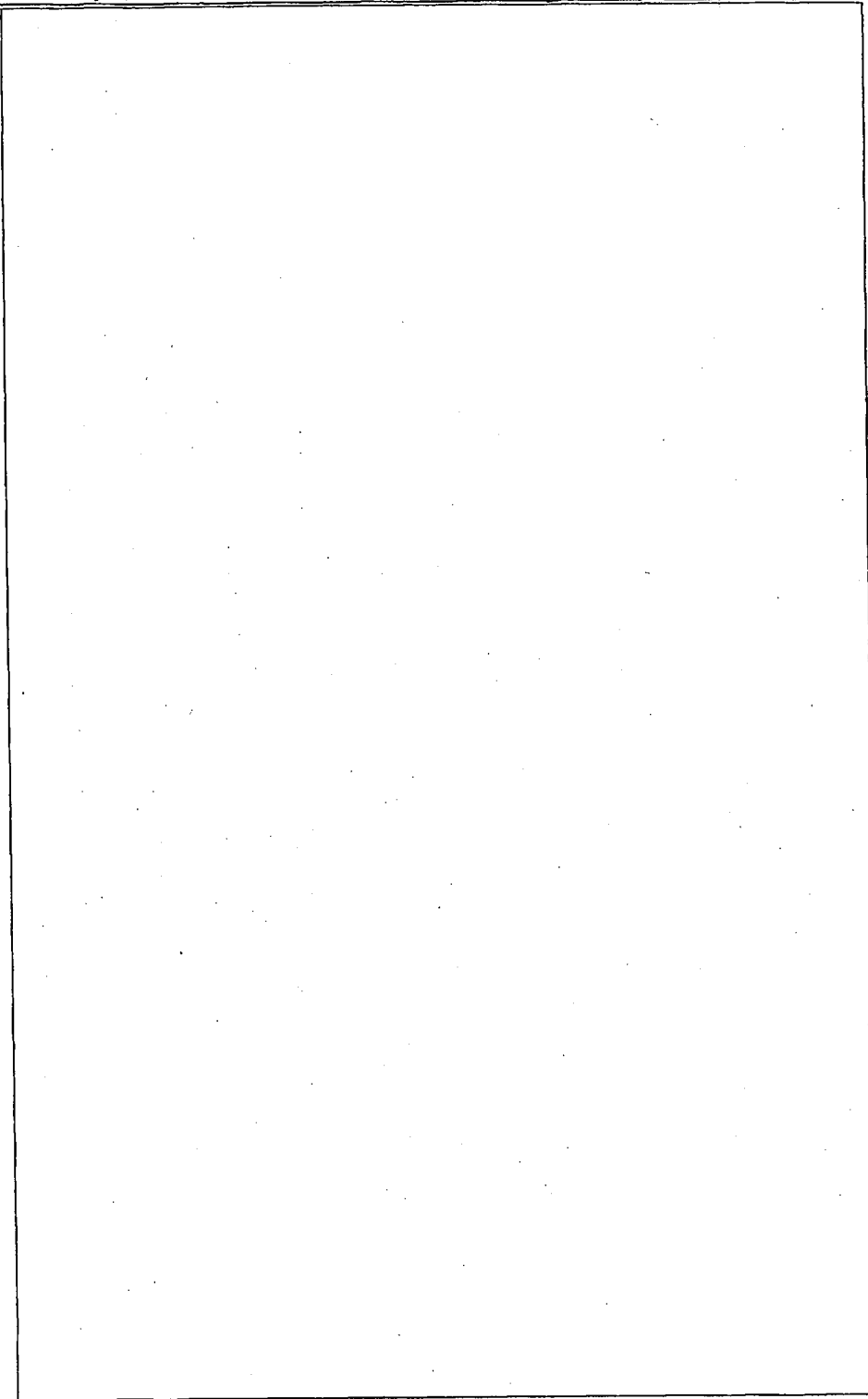
UNCLASSIFIED

U.S. Exh. 4 p.47

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

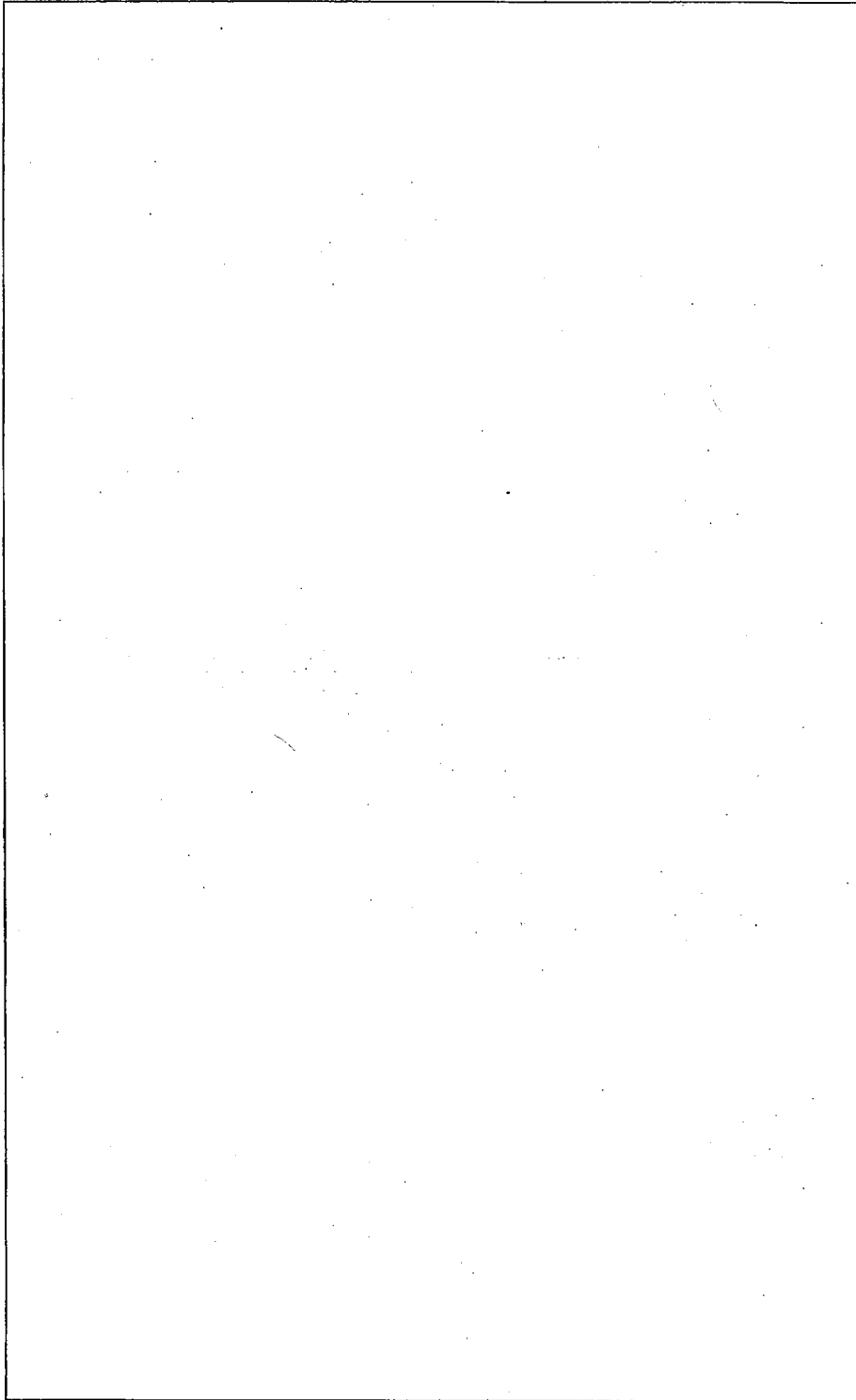
48

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

49

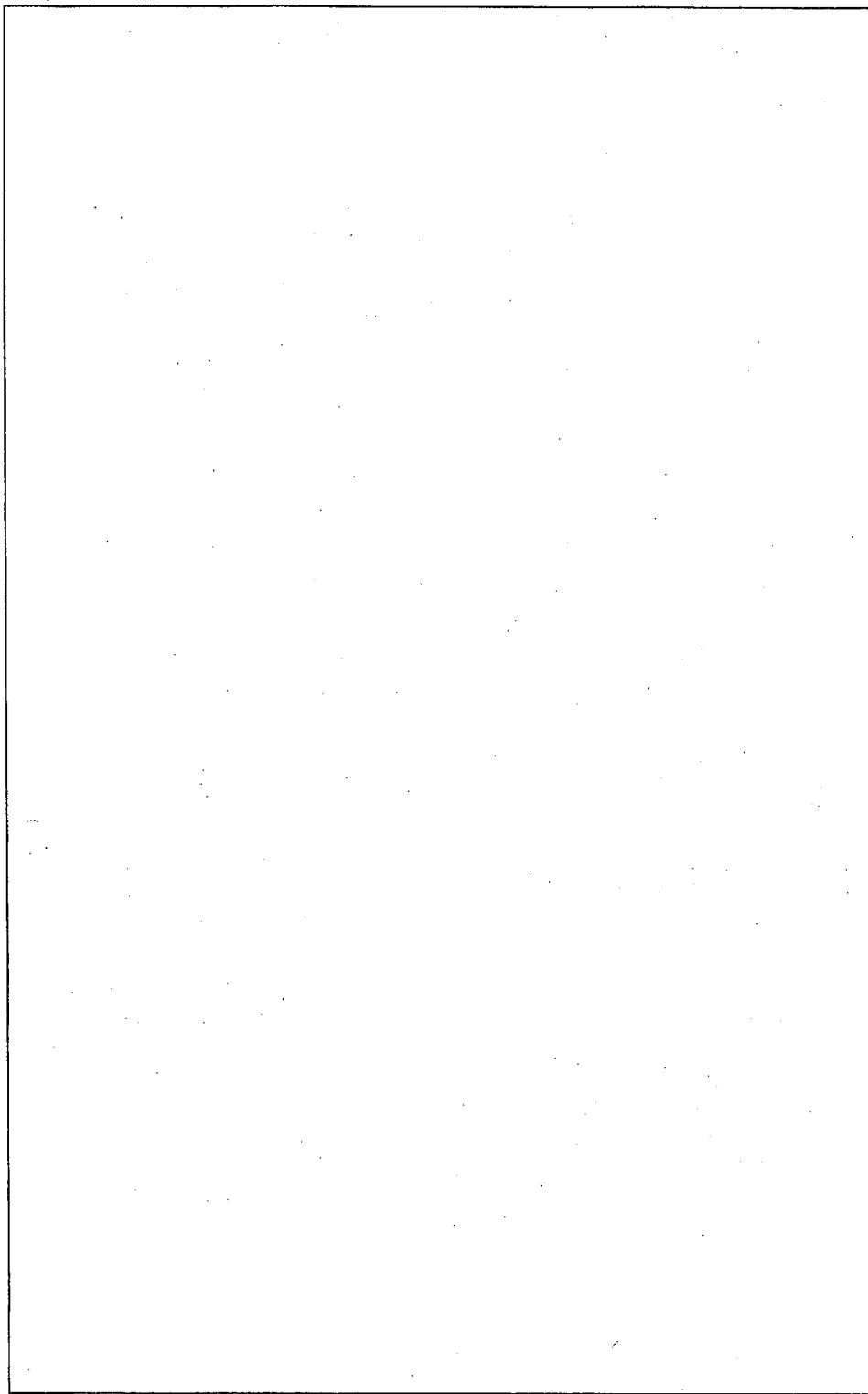
UNCLASSIFIED

U.S. Exh. 4 p.49

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

50

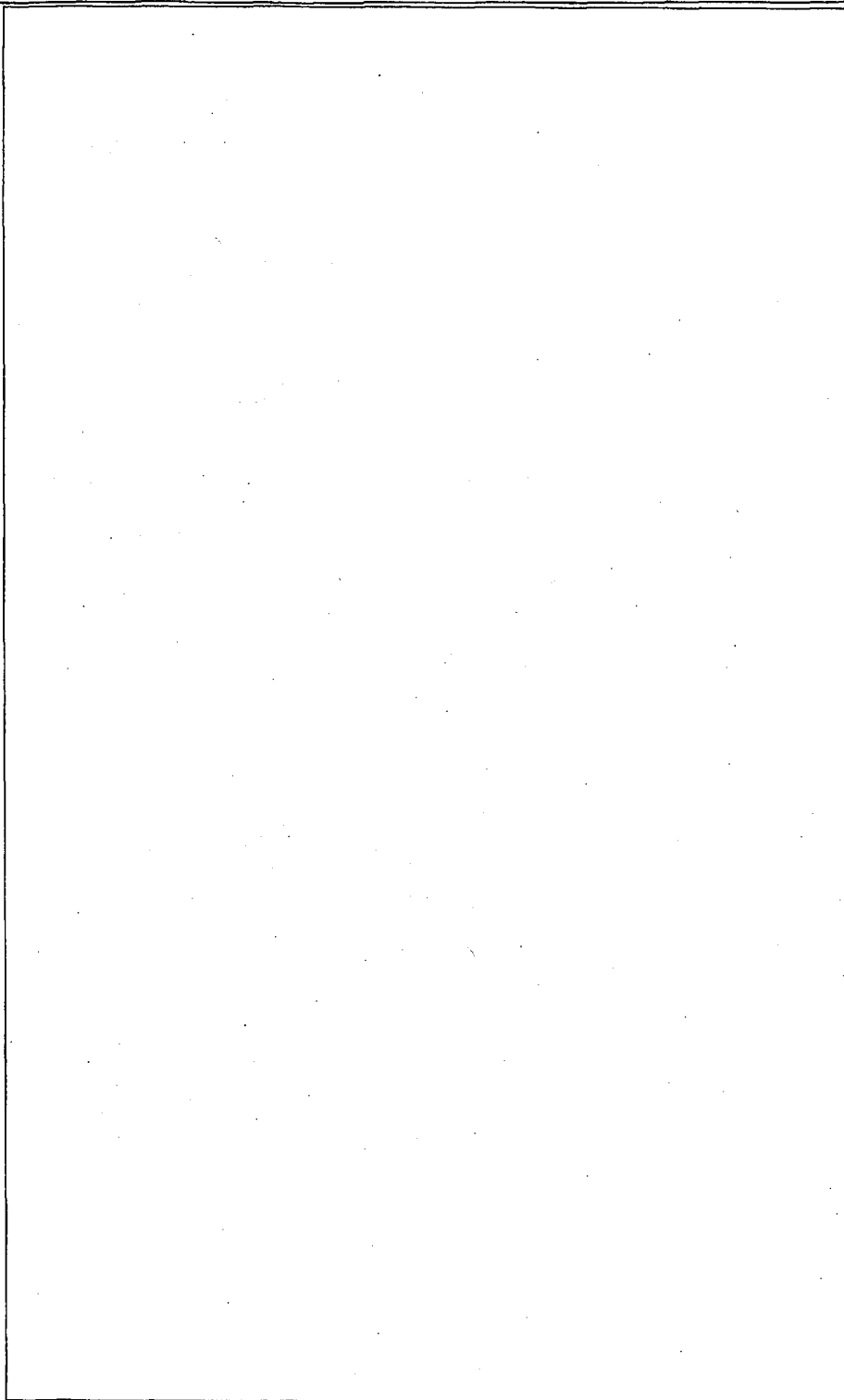
UNCLASSIFIED

U.S. Exh. 4 p.50

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2



Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

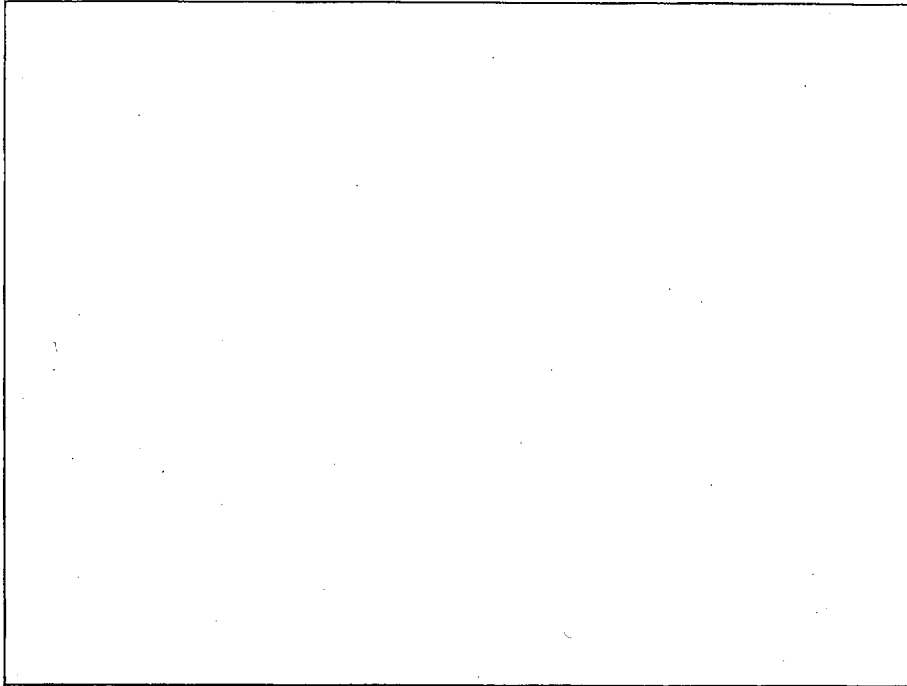
51

UNCLASSIFIED

U.S. Exh. 4 p.51

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

3.0 Personnel Plan

Blackwater, being the world's premier solution provider in the private security industry, has always aggressively recruited and retained independent contractors for OCONUS and CONUS missions. Blackwater receives roughly 2,000 resumes a month. These resumes go through a stringent review and screening process to determine if they are suitable to contract with Blackwater as a security professional.

With this opportunity and missions increasing in austere environments, Blackwater has developed a division exclusively for recruitment. We have developed a recruiting team comprised of internal recruiters and external recruiters strategically positioned throughout the country. This allows us to tap in to additional markets of qualified security professionals. We have also hired former Department of State contracted security professionals to further screen the resumes submitted to ensure the most qualified personnel are submitted to DSHTPOPs for approval. We analyze the data and feedback from DSHTPOPs to facilitate continual process improvement. Recently, Blackwater received very positive feedback from DSHTPOPs in reference to Blackwater's administrative responsiveness, support and personnel. We closely monitor our metrics in this area and over the past ninety days have maintained a 90% acceptance rate of BIOs submitted.

Blackwater recently signed a contract to augment the Operational Support Unit (OSU) in a robust recruiting initiative with Monster.com and TMP Worldwide to recruit qualified professionals. The partnership consists of job postings, banners, mass e-mail and advertising at websites like Monster.com, Defensecareers.com, TAOnline.com, Military.com, Careerbuilder.com and Hotjobs.com which includes Yahoo! Hotjobs Direct. This is done in conjunction with a series of security industry shows all over the United States through Military

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

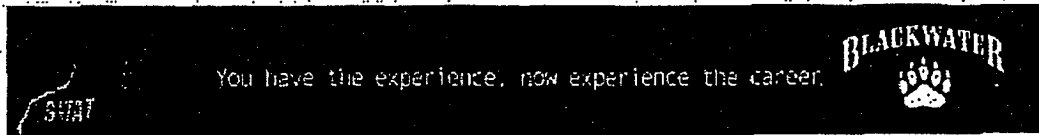
52

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Stars. Military Stars is the Nations premier Military career expo company campaigning to over 20,000 candidates per event. Blackwater has also invested in ROI Online, a Return On Investment (ROI) product TMP Worldwide provides as a campaign performance reporting product. This will allow Blackwater to strategically determine what portions of the above-campaign provide the largest return and redirect those campaigns that's that are less dynamic.



Utilizing these resumes Blackwater has been performing COR pre-screening, Contractor Screening as well as the Selection of Candidate submission to the COR on U.S. Department of State's Statement of Work S-AQMPD-05-D-1098 with a proven ability to provide only qualified personnel to the TO assignment for over a year. This Project Control Process allows Blackwater to vet a field of candidates of over 1700 men and women.

As an example, Blackwater's K-9 professionals have a well-deserved reputation as being the most experienced and professional K-9 teams in the industry. Their acclaim as well as that of our security professionals is due in part to Blackwater's commitment to hiring highly qualified ex-military or law enforcement specialists as outlined below. By limiting our recruiting to these experienced groups, we can provide certified and cleared professionals that are accustomed to working in austere and hostile environments. Only the most qualified candidates are selected. Our extensive battery of testing quickly separates the top performers who are then selected for Blackwater assignments. As a result, Blackwater always provides a consistent level of expertise - regardless of area of specialization or deployment location. We also have experts in mobile and static security, medics, tactical driving, surveillance detection, convoy operations, route reconnaissance, weapon handling, and civil disturbance control.

Finding and selecting the best candidates has become Blackwater's key discriminator in the highly competitive security industry. Blackwater has an outstanding retention rate for security professionals operating in hostile environments. Our comprehensive personnel management program goes beyond hiring and benefits; it fosters pride and privilege.

Blackwater utilizing the screening process outlined below for the personnel deployed in support of the Department of State WPPS program. These processes identified are in accordance with the WPPS Base Contract #SAQMPD-05-D1098.

3.2 United States Citizens:

All Candidates deploying for the Department of State, Worldwide Personal Protection Services Contract with Blackwater are required to successfully go through the process below prior to being deployed;

- 1.) The candidate is contacted by Blackwater personnel at which time their Bio information is verified via telephonic interview.
- 2.) Bio which includes past work history and former employer points of contact must be submitted through Blackwater to Department of State, High Threat Protection Division for approval in accordance with the qualifications outlined in the SOW.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

53

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- 3.) Upon receipt of Bio approval the candidate is required to provide Blackwater a copy of the following items;
 - a. DD214 (Former Military)
 - b. Signed Credit Release Form
 - c. Signed Single Scope Background Investigation Release Form
 - d. Copy of Education Transcripts (if applicable)
 - e. List of Foreign Relatives
 - f. Current Active Passport
 - g. Current Active Drivers License
- 4.) Blackwater then submits the candidate for a Single Scope Background Investigation through the Virginia State Police for a criminal record. If criminal activity shows up on the candidates' criminal record, they become ineligible to proceed; if however, the background investigation, is unsuccessful in the recovery of such criminal information, the candidate is then allowed to proceed to the next step.
- 5.) The candidate is contacted to submit for a Clearance with the Department of State via the EQUIP system to include foreign spouses.
- 6.) The candidate will then attend a 164 hour Department of State Approved Training Course at Blackwater Training Center. There are 2 Administrative Days dedicated to further screening of the candidate prior to attending training. This screening includes; (If the candidate fails any one of these pre-screening elements they will be deemed ineligible for the program unless readily correctable.)
 - a. Psychological Evaluations
 - b. Medical Examination (Immunization, HIV test, Stress Test, Hernia Test, and General Exam)
 - c. Dental Examination (abscessed teeth, cavities, cracks, breaks or anything could cause them problems during the future deployment)
- 6.) During the course the candidate's paperwork are submitted for a Visa, International Travel Orders, CRC Number, and a Letter of Authorization from the Contracting Officers Representative (COR).
- 7.) Throughout the training course the candidate is closely monitored for stability and performance. Candidates may be dropped from training at any time for behavioral or performance issues.
- 8.) Upon successful completion of the course and the receipt of a Department of State Secret Clearance they are scheduled for the Forward Deployment Command (FCD) at Fort Belvoir where they give a DNA sample, provide all medically fit for duty documentation and are photographed and issued their CAC for deployment.

While deployed Blackwater conducts 90 day and post deployment performance evaluations to measure effectiveness of personnel and suitability for future assignments to include leadership capability, aptitude, and areas for improvement.

3.3 Third Country Nationals:

Prior to engaging in recruiting Third Country Nationals (TCN) Blackwater researches the host countries political and legal position in reference to supporting the United States mission. This allows the Department of State to support mission's conflict free of host country concerns. Blackwater also receives an approved Technical Assistance Agreement from the Department of State, Defense Trade Controls prior to proceeding with training and contractual agreements with any TCN's as required by federal law. Currently, Blackwater has Defense Trade Controls

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

54

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

approval to train the Columbians proposed for the Static Security requirements of the WPPS II Camp. Blackwater is preparing to submit approvals for El Salvadorians as well to ensure there are options in the unlikely event the Columbian government has a policy change.

All Third Country National Candidates deploying for the Department of State, Worldwide Personal Protection Services Contract with Blackwater are required to successfully go through the process below prior to being deployed;

- 1.) Bio which includes past work history must be submitted through Blackwater to Department of State; High Threat Protection Division for approval in accordance with the qualifications outlined in the SOW.
- 2.) A completed SF-86 package is submitted to Dept. of State to receive a Moderate Risk Public Trust Clearance.
Included in that package are the following:
 - a. Signed Credit Release Form
 - b. Signed Single Scope Background Investigation Release Form
 - c. Copy of Education Transcripts (if applicable)
 - d. List of Foreign Relatives
 - e. Current Active Passport
 - f. 2 fingerprint cards
 - g. Copy of a background investigation that is done in their country of origin
- 3.) The candidate will then attend a 120 hour Department of State Approved Training Course in their country of origin. There are 2 Administrative Days dedicated to further screening of the candidate prior to attending training. This screening includes; (If the candidate fails any one of these pre-screening elements they will be deemed ineligible for the program unless readily correctable.)
 - a. Medical Examination (Immunization, HIV test, Stress Test, Hernia Test and General Exam)
 - b. Dental Examination (Abscessed teeth, cavities, cracks, breaks or anything could cause them problems during the future deployment)
- 4.) During the course the candidate's paperwork are submitted for a Visa, International Travel Orders, CRC Number, and a Letter of Authorization from the Contracting Officers Representative (COR) and a country clearance request.
- 5.) Upon successful completion of the course and the receipt of a Department of State MRPT Clearance they are scheduled to be deployed.
- 6.) Once in country they receive the appropriate identification card

3.4 Local Nationals

Blackwater will utilize Local Nationals in Baghdad, Iraq to perform as interpreters and/or translators. Blackwater intends to utilize our current, highly qualified Local National personnel. No Technical Assistance Agreement is required in support of the effort with the Local Nationals as interpreters and translators at these services are not defense related. Blackwater's Local National vetting is completed through the Department of State Industrial Security Division in coordination with the U.S. Embassy in Iraq to conduct the polygraphs.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

55

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- 1.) Bio which includes past work history must be submitted through Blackwater to Department of State; High Threat Protection Division for approval in accordance with the qualifications outlined in the SOW.
- 2.) A completed SF-86 package is submitted to Dept. of State to receive a Moderate Risk Public Trust Clearance.
Included in that package are the following:
 - a. Signed Credit Release Form
 - b. Signed Single Scope Background Investigation Release Form
 - c. Copy of Education Transcripts (if applicable)
 - d. List of Foreign Relatives
 - e. Current Active Passport
 - f. 2 fingerprint cards
 - g. Copy of a background investigation that is done in their country of origin
- 3.) The candidate will then attend a 133 hour Department of State Approved Training Course in their country of origin. There are 2 Administrative Days dedicated to further screening of the candidate prior to attending training. This screening includes; (If the candidate fails any one of these pre-screening elements they will be deemed ineligible for the program unless readily correctable.)
 - a. Medical Examination (Immunization, HIV test, Stress Test, Hernia Test and General Exam)
 - b. Dental Examination (Abscessed teeth, cavities, cracks, breaks or anything could cause them problems during the future deployment)

Lastly, each Local Country National is required to receive and pass a polygraph test performed by the Department of State at the U.S. Embassy in Baghdad.

Additionally, all Local Country Nationals will be required to complete and pass an English Proficiency Test. Please reference Attachment G for a full description of the testing to be performed and evaluation factors.

3.6 Security Clearance Requirements and Processes

Blackwater has been submitting clearance packages and participating in the clearance process with the Department of State Industrial Security Division for approximately two (2). This history has afforded Blackwater intimate knowledge of the Clearance processing timeline and our roles and responsibilities as a vendor to ensure we are submitting complete packages easing the process for the investigation staff.

While all U.S. Citizen Clearance submittals are completed through EQIP Blackwater has a clearance team rich in institutional that track the EQIP invitations, validations, submittals and hard copy signature pages. The efficient tracking system has proven effective over the last year as the numbers of clearance granted continue to increase.

The Third Country National and Local National clearances are still submitted in hard copy originals to the Department of State Industrial Security Division for review and determination. Hard copy clearance packages present a challenge to investigators due to poor penmanship, language barriers, lack of information and lack of references. To limit these challenges Blackwater's subcontractor, Greystone, dispatches a team of administrators to the training site in

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

56

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

the host country to individually sit with the candidate to fill out all required package information and prepare the package for submittal. This has proven successful in the past and Blackwater intends to continue this practice to ensure the clearances can be granted in a timely 8-10 week.

Blackwater schedules candidates for training after they have submitted their clearance through EQIP. Then the candidate is scheduled for the next available training course that is no sooner than 30 days from the days of EQIP submittal. Blackwater allows for 8-10 weeks prior for clearance processing in all of the transition and deployment elements outlined in this task order.

3.7 Capability of Filling Emergency Replacement/Additional Personnel Needs

Within the last 45 days, the Department of State, has relied on Blackwater to staff emergency/surge position requirements when others were unable to do so. When an additional five (5) Intelligence Analysts (IA) were required to meet the needs of the RSO TOC in Baghdad Blackwater was able to comply with cleared, vetted and trained IA's in a matter of three (3) weeks. Additionally, Blackwater was also required to staff two (2) more IA billets in Afghanistan at the same time. Through and intense recruiting campaign and adjustment of classes to make room for the new candidates, Blackwater was able to meet the needs of the Department of State. The facility in Moyock is a self contained training and deployment center that provides a unique capability over our competitors that allows Blackwater the time needed to fill emergency vacancies and needs where training throughput can be an insurmountable obstacle.

4.0 Training Plan

Blackwater has reviewed the training requirements for this task order. The training required is the standard WPPS II 164 hour course which most Blackwater PSS personnel proposed for this task order have already successfully completed. The rest of the proposed PSS personnel for this TO have already been fully trained and certified through Blackwater's DSHTPOPs-approved 135 hour training curriculum or the incumbents 135 hour training curriculum. The proposed PSS Professionals that have not completed the WPPS II 164 hour course will attend training at Blackwater Training Center (BTC) prior to re-deployment to fulfill the 40.5 additional hours required under WPPS II Section C, Appendix G of the base contract and the Baghdad, Iraq Task Order 2006-0006. Along with this core training and administrative, to include the Blackwater Leadership and Professional Ethics Training, an area of operation specific session will be conducted by the Blackwater WPPS II training cadre. Combining the personnel's previous experience and extensive training received during Blackwater's DSHTPOPs-approved training course assures all protective security functions required under TO 2006-0006 will be successfully practiced and implemented.

The Blackwater WPPS II Training cadre stands ready to implement all training required to facilitate a rapid and efficient transition to the WPPS II base contract #SAQMPD-05-D1098 standards for this Task Order. Blackwater continues to strive for excellence and to exceed all Department of State training expectations through the provision of a state of the art training facility, approved and consistent curriculum, unsurpassed safety standards, and a professional, full-time, WPPS II approved and vetted training staff. Blackwater has dedicated nineteen (19) different training ranges and areas to the WPPS II training cadre and prioritized the support of all WPPS II training courses conducted on its Moyock facility. The Blackwater WPPS II training

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

57

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

cadre is committed to excellence in the performance of the Department of State WPPS II training requirements and standards.

Blackwater has been conducting the 160 hour WPPS training course requirement since November 17, 2005. Blackwater implemented the 164 hours training course, which includes the Colt M-203 training for WPPS II class # 46 on January 6, 2006. Additionally, Blackwater is conducting the 40.5 hour re-certification training for our security professionals to bring them from the WPPS I standard to the WPPS II standard.

Blackwater classes began training to the WPPS II standard on 17 November 2005, upon approval of the curriculum from the Department of State. Blackwater began training for the 40.5 hour WPPS II Transition training on November 29, 2005. In order to fulfill the requirements of this Task Order Blackwater will accomplish the following classes per the DSHTPOPS and Department of State Training Center (DSTC) approved WPPS II training schedule (Attachment H) in 2006;

- Forty-eight (48) 40.5 hour WPPS II transition training courses.
- Thirty-seven (37) 164 hour WPPS II training courses.
- Eleven (11) Designated Defensive Marksman (DDM) training courses.
- Seven (7) Basic Field Firearms Officer Course (BFFOC) training courses.
- Eight (8) Third Country National, Guard training courses.
- Twenty-Seven (27) 42.5 hour non-PSS training courses.

138 Total WPPS II approved training courses.

The additional courses above will enable Blackwater to meet all staffing outlined within this Task Order. In addition to enabling us to transition our personnel from a WPPS I to a WPPS II qualification, the extra 40.5 hour course will allow approximately 50 slots per month for the incumbents WPPS I IC's to transition to the WPPS II qualification standards. Those incumbent PSS Professionals that are not already qualified to the WPPS I standard 135 hour course will be processed through Blackwater's 164 hour WPPS II training course prior to redeployment. The training courses mentioned above will serve to provide us with the below numbers of WPPS II qualified personnel to staff this Task Order by August 31, 2006;

- 1,470 WPPS II certified PSS personnel (At maximum class capacity)
- 112 WPPS II certified DDM Personnel (At maximum class capacity)
- 70 WPPS II certified BFFOC Personnel (At maximum class capacity)
- 160 WPPS II certified TCN Guard Personnel (At maximum class capacity)
- 150 WPPS II certified Non-PSS/PRS Personnel (At maximum class capacity).

The numbers of classes and personnel in class will ensure that Blackwater will have sufficient deployable assets to support all task orders in spite of attrition, emergency leave, rotations, class failures and terminations.

4.1. Organization Structure of Training Program

The Blackwater WPPS II Training cadre is fully staffed and organized in accordance with the WPPS II base contract training standards and able to exceed all directives, regulations and

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

58

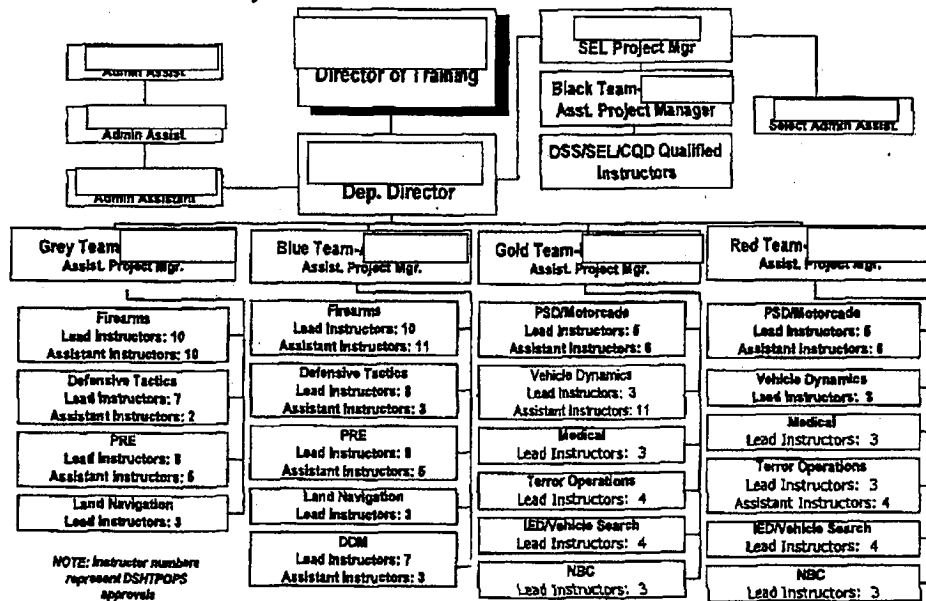
UNCLASSIFIED

guidelines contained therein. The Blackwater WPPS II Director of Training, [redacted] has aggressively pursued the recruitment and hiring of seasoned WPPS II approved professionals and organized his staff in a manner that facilitates the development of leadership in a team environment, promoting professional growth from within. The Blackwater WPPS II training cadre organization enables mentoring and development of the WPPS II instructors for increased responsibilities and ensures the continuity and consistency of training provided to the WPPS II candidates. The Blackwater WPPS II instructor cadre is organized and staffed to deliver a fully vetted and qualified WPPS II PSS Professionals while providing accountability at all levels of work, including leadership and management. (reference chart below)

B6



Blackwater WPPS Training Organizational Chart



B6

4.2 Training Program Evaluation Plan

The Blackwater WPPS II Instructor cadre is a team of experienced professionals dedicated to the support of WPPS II training curriculum, standards and directives. The Blackwater WPPS cadre continuously solicits feedback on the training conducted through the implementation of training course critiques, instructor critiques conducted by the candidates, and instructor evaluations conducted by the Blackwater WPPS II Instructor cadre supervisors.

The compilation of the following project control techniques; trainees input, instructor evaluations, course critiques and feedback from WPPS personnel, directly affect the training improvement process. Suggested changes in training tactics, techniques and procedures will be

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

formally documented using a training improvement report which will be reviewed and approved at the appropriate level to include DSHTPOPS. The Blackwater WPPS II Programs training cadre will further our efforts to consistently evaluate and improve our training by conducting quarterly Tactics, Techniques and Procedures (TTP) Panel meetings. This Panel of PSD Subject Matter Experts will be directed to review reports from the field and solicit input from DoS in order to ensure that the training taking place at BW is current with field operations and compliant with DoS directives. Blackwater will continue to hold the Blackwater WPPS II program instructor cadre to performance standards exceeding those required of the WPPS II candidates and to a level of professionalism that serves as an example to all.

4.3 Student Evaluation Plan

Blackwater performs daily evaluations of the WPPS II candidates utilizing the DSHTOPS approved format. The evaluations are distributed throughout the Blackwater WPPS II training cadre and utilized to observe and record the level of competency of each trainee. This also serves to illuminate the attrition and failure modes of the students and to identify trends and possible areas of improvement.

The WPPS candidate's evaluations are accomplished through the observation, by the WPPS Instructor cadre, of the following traits:

- Knowledge
- Performance
- Attitude

Other areas an instructor will document in the evaluation process are the following:

- Individuals who are demonstrating strong leadership traits and skills
- Individuals who are demonstrating strong organizational skills
- Individual situational awareness
- Individuals who are demonstrating a high degree of subject matter expertise or knowledge
- Individual interaction with peers and personnel in authority positions

These observations are documented daily on the trainees evaluation form. In addition to the instructor evaluation form for the trainees, Blackwater conducts a weekly peer evaluation of the trainees as well. In the event a trainees performance is marginal and/or below standard a student counseling form is filled out on the trainee. The student is verbally informed of the concern and the document is signed and dated by the instructor and then submitted to the trainees personnel file.

The Blackwater WPPS II Training cadre conducts continuous evaluations of all WPPS II training candidates throughout all courses of instruction utilizing the pre-described evaluation system. At the conclusion of a training course the cadre reviews each participants record of performance in order to determine the candidates overall suitability for an overseas deployment on the WPPS II contract. Each candidate receives a pass or fail recommendation from the cadre that is fully and unconditionally supported by the Blackwater WPPS II Training and Operations management team.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

60

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater will not deploy a WPPS II candidate that is determined to be unsuitable for field duty regardless of their ability to pass Department of State WPPS II standards and requirements. Blackwater is committed to providing skilled, professional, and quality personnel for the staffing of all WPPS positions and we continue to take all steps necessary to ensure that we are deploying the right personnel for the job that will guarantee and support the mission success of our client.

4.4 CONUS and OCONUS Instructors

Blackwater has aggressively pursued the hiring of WPPS II approved full-time staff instructors in support of our planned CONUS and OCONUS WPPS II training courses in 2006. Through our staffing efforts we have ensured our compliance with WPPS II training requirements and standards, the consistency of all curriculum, the quality of the training received by the candidates, and the quality of life for our instructor staff. Due to our possession of a robust training cadre we are able to respond to all OCONUS training requirements at little or no notice without negatively impacting our CONUS training programs. Our size and dedicated instructor staff have a ready pool of short term instructors for OCONUS TCN training. Blackwater also recruits successfully through the aforementioned recruiting process BFFOC instructors who are certified in accordance with WPPS II standards. All the members of our WPPS II instructor staff are hand picked for their experience, professionalism, integrity, initiative, and their commitment to excellence in the accomplishment of assigned tasks.

4.5 Recruitment

The Blackwater WPPS II training cadre recruits its members via the recommendations of proven WPPS operators, the recommendations of vetted WPPS II instructors and resume input. As noted in Section 3.1 titled Recruiting Program, Screening, Processes and Standards, Blackwater receives roughly 2,000 résumés a month. This resource, augmented by the Monster.com and TMP Worldwide Services initiative, allows the WPPS II Training Program to select only the most qualified trainers to go through the screening and vetting process. Blackwater also attends industry events soliciting resumes and conducting a pre-screening with the candidate in person. (i.e. – ASIS International convention, ASLET convention, and ATAP Association conventions).

Once pre-screened, potential instructors will then submit their resumes in the required WPPS II biographic form with a validation sheet. These documents are reviewed and if appropriate submitted to DSHTPOPs for approval under the candidate's area of expertise. The Blackwater WPPS Instructor recruitment policies and procedures have enabled us to staff our cadre with instructors that results in a significant positive impact on our ability to effectively train and qualify our WPPS training candidates.

4.6 Vetting of Instructors

The Blackwater WPPS II training leadership places great emphasis on the importance of the WPPS II training candidates receiving the skill development needed to ensure WPPS II mission success while deployed. The professional conduct of all WPPS II training staff members is not just an "expectation", it is a high priority requirement understood by all. To this end, we ensure that all new instructors are mentored and developed to the highest of standards prior to any solo interaction with the WPPS II training candidates. All Blackwater WPPS II instructor candidates are required to function in an "under instruction" role for one month or until the training cadre

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

61

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

leadership is confident that they will be the example for the WPPS II training candidates to emulate in training and overseas operations. The first step in the vetting process is receiving bio approval from DSHTPOPs, after approval receipt the potential Blackwater WPPS II instructor is required to attend the 3 day vetting process that is outlined below:

Vetting (Estimated time line)

Day 1:

- Assigned a period of instruction in which the candidate is a Subject Matter Expert
- WPPS PT Test (IAW the age standard)
- Rifle, Pistol, [redacted] Shotgun Qualifications (WPPS II courses of fire)

Day 2:

- Work with current WPPS II classes (Instructors are evaluated on performance, professionalism, and interaction with the candidates)

Day 3:

- Presentation of the instructor candidates assigned class to WPPS II lead instructors in accordance with the WPPS II instructor evaluation checklist. Oral board and results presented. Hire agreement if applicable, continue with "under instruction" period.

B2

4.7 Instructor Training and Evaluation

Blackwater staffs, and is continuing to recruit, WPPS II instructors that set the standard for our competitors to emulate. The Blackwater WPPS II training cadre has been fully vetted and approved by the DSHTPOPs and continues to grow on a weekly basis. The Blackwater WPPS II Director of Training, [redacted] has developed and implemented WPPS II instructor standards that exceed all WPPS II requirements. At Blackwater, the training cadre is truly expected to retain the ability to execute the tactics, techniques and procedures that they are entrusted to instruct to a level that exceeds participant performance standards and requirements. To this end, the Blackwater WPPS II training leadership team has ensured that all instructors attend training to further their professional development and their expertise in all areas of WPPS II instruction. All Blackwater WPPS II instructors are continuously evaluated by their supervisors and their peers in accordance with WPPS II standards to guarantee the highest levels of skill development in our WPPS II training candidates.

B6

4.8 Initial (Instructor Training and Evaluation)

Blackwater employs a robust and dedicated instructor cadre who facilitate the WPPS II training requirements. The Blackwater WPPS II training cadre easily supports multiple classes per month in the WPPS II training program. Most instructors have successfully worked in high risk/high threat environments, as Shift Leaders and/or assistant AICs. Other instructors have PSS operational experience in Afghanistan, Former Republic of Yugoslavia, Bosnia, Israel, Haiti and/or Iraq. All have vast experience and expertise in their field of instruction and are approved by DSHTPOPs to teach their assigned blocks of training.

During the Blackwater WPPS II vetting process the potential instructor begins their initial instructor training in the WPPS II standard operating procedures as found in the WPPS II base contract #SAQMPD-05-D1098. Once they have successfully completed the three-day vetting process all new Blackwater WPPS instructors are continuously evaluated during their "under

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

62

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

instruction" phase of Blackwater's WPPS II instructor development plan. To begin their "under instruction phase, they are immediately assigned to a WPPS II lead instructor for mentoring, further training, and evaluation consisting of; observation of the blocks of instruction that they will be required to support, studying the WPPS II approved curriculum, conducting teach-backs of required periods of instruction to peers and supervisors, and professionalism in their interaction with other WPPS II instructors and training candidates.

Additionally, all new Blackwater WPPS II instructors are required to attend the Blackwater Leadership, Professionalism, and Ethic's Training Course. This training serves to focus the Instructors awareness to the reality that they are the first impression a training candidate will receive in reference to Blackwater and the WPPS II Program. The impression and leadership the instructors impress upon the candidate is Blackwater's first and best opportunity to provide an example of the type of person and traits that the student can use as an example to emulate while deployed as a Blackwater WPPS II PSS Professional.

4.9 Sustainment (Instructor Training and Evaluation)

In addition to the checks and balances implemented to ensure that the Blackwater WPPS II instructor staff is fully screened, trained, and evaluated at the beginning of their employment, Blackwater has implemented and maintained a vigorous instructor evaluation program that serves to measure the instructor's effectiveness, knowledge of the topic, and responsiveness to students. The evaluation program utilized by the Blackwater WPPS II training cadre is outlined below:

- Instructors are continuously evaluated by unannounced evaluations conducted by a member of the WPPS II training cadre supervisory staff during a period of instruction. This evaluation is completed in accordance with the "Classroom Instructor Evaluation Checklist" provided by DSHTPOPs. An additional evaluation of the instructors is conducted by the Supervisory - Lead Instructor in charge of the P.O.I. which the instructor is teaching. This ensures compliance with the contract and ensures the instructor is maintaining curriculum objectives and standards.
- All WPPS II instructors are required to re-qualify with all WPPS II weapons systems every six months.
- All WPPS II instructors are required to pass the WPPS II physical readiness evaluation every six months.

Professional development (training) of instructors is maintained by the following:

- Instructor Development Training by WPPS II approved Subject Matter Experts. This training is to ensure that all instructors understand the standards for the P.O.I. and how to evaluate candidates in this area.
- Outside training programs in the area of expertise of the individual instructor
- When applicable, a continuous transition of instructors into the operational arena to ensure up to date information, assessment of current training practices and maintenance of individual skill level at Blackwater's expense

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

63

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Blackwater WPPS II training management ensures that WPPS II instructors are conducting both Professional development training and Personal Development training on a quarterly basis.

4.10 Training Personnel Security Clearance Requirements and Process

Blackwater submits all of its WPPS II CONUS instructor candidates for a Moderate Risk Public Trust clearance in accordance with Section C appendix G, 7.1.1, c, of the WPPS II base contract #SAQMPD-05-D1098 standards for this task order. In order to facilitate the stated clearance requirements, Blackwater WPPS II instructor candidates follow the below process prior to participating in any WPPS II training courses in an instructor role;

- 1.) Upon submittal of their Bio for approval to DSHTPOPS the instructor candidate is required to provide Blackwater a copy of the following items;
 - d. DD214 (Former Military)
 - e. Signed Credit Release Form
 - f. Signed Single Scope Background Investigation Release Form
 - g. List of Foreign Relatives
 - h. Current Active Passport
 - i. Current Active Drivers License
- 2.) Blackwater then submits the candidate for a Single Scope Background Investigation through the Virginia State Police for a criminal record. If criminal activity shows up on the candidates' criminal record, they become ineligible to proceed; if however, the background investigation, is unsuccessful in the recovery of such criminal information, the candidate is then allowed to proceed to the next step.
- 3.) The candidate submits for a Clearance with the Department of State via the EQIP system to include foreign spouses.

4.11 Plan and Process for Training

The Blackwater WPPS II training cadre continues to excel in the development and implementation of curriculum that exceeds Department of State standards and expectations. We constantly monitor our candidates to ensure that they are operationally and professionally beyond reproach. We strive to maintain a professional atmosphere that promotes teamwork and development of strong leadership traits to enhance our core values and ensure the higher skill development of our training candidates, and the success of the WPPS II overseas mission.

Additionally, the Blackwater WPPS II training cadre has completed the development of the range facility's, curriculum, and associated materials needed to implement the [redacted] DDM, BFFOC, and Adult Learning training. The Adult Learning, [redacted] DDM and BFFOC courses have been verbally approved by DSHTPOPs and Blackwater is currently awaiting signed, written approval from the WPPS II Contracting Officer. The Blackwater WPPS II training cadre implemented the above training into the 2006 WPPS II training schedule.

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

64

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

In order to facilitate the skill development of our WPPS II training candidates Blackwater has worked diligently to obtain all required WPPS II curriculum approval, weapons, equipment, and training facilities necessary to ensure compliance with the training requirements for the 164 hour WPPS II PSS training course, the 40.5 hour recertification course, the DDM course, and the BFFOC course. Blackwater also implemented leadership and professionalism training and case study exercises throughout all Department of State WPPS II training curriculum to ensure that we provided a professional end product in support of the WPPS II mission.

In addition, Blackwater has dedicated a total of six (6) ranges for the use of the Department of State training programs, and built an [redacted] range and a known and unknown distance range for the DDM course. Blackwater continues to strive for excellence in exceeding all Department of State training expectations through the provision of a state of the art training facility, and a professional, full-time, WPPS II approved and vetted training staff.

B2

4.12 Plan and Process for Training - American Citizens

As a result of our significant investment of time and effort, Blackwater's WPPS training schedule, training hours, instructor bios, curriculum, student handouts and instructor guides have been submitted for approval by DSHTPOPS. The Blackwater facility meets all requirements and is fully compliant with WPPS II APPENDIX G. Blackwater's execution of all pre-deployment training requirements, as mentioned in ATTACHMENT 1 (TO APPENDIX G, SECTION C) have been approved by HTPD and DSHTPOPS subject matter experts (SMEs). Therefore, no additional WPPS II curriculum development is expected for this task order. American citizens will be required to complete the WPPS II training required by the intended and approved position that they will be filling on the WPPS II contract.

Blackwater has added a four (4) hour Leadership and Professional Ethics Training course to all required WPPS II training courses. The Blackwater Leadership and Professional Ethics Training focuses on preparing emerging leaders in the security profession for increasingly demanding and visible roles. The 4 hour training course consists of lecture, group discussion, case studies from the field and practical application methods of instruction. This training is held as an addition to the Department of State's (DS), Worldwide Personal Protection Services (WPPS II) 164 hour and 40.5 hour transition training courses. The course will be conducted as a collaborative effort from members of Blackwater's Executive management, WPPS II Local Program Management and key members of Blackwater's WPPS II Instructor Cadre.

The goal of the Leadership and Professional Ethics training is to prepare participants to become more conscious of the responsibility and challenges associated with the security profession. To achieve this goal, the Blackwater Leadership and Professional Ethics Training accomplish the following objectives:

- Strengthening management, leadership, professionalism, and decision-making skills;
- Increasing working knowledge of current trends, challenges and issues in the security profession;
- Developing a network of mentors who will guide and nurture the direction and development of the security professional;

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

65

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Preparing participants for the level of professionalism associated with deploying with Blackwater in support of the Department of State WPPS mission;
- Instill a sense of responsibility in all Blackwater personnel to ensure all levels of a WPPS operation are conducted in the most professional manner possible

During the second half of the Leadership and Professional Ethics Training course Blackwater's Independent Contractor (IC) Handbook is introduced. The IC Handbook is utilized to outline Blackwater's code of conduct, provide guidelines for doing business with the U.S. Government and Foreign Governments, and Blackwater policies, i.e.: Non-Discrimination, Sexual Harassment, Fraternization, Alcohol and Drug, Press Policy, etc. Blackwater is in the process of revising the first version of the IC Handbook. New elements will include Human Rights, DoD General Order 1A excerpts, letter from the President of Blackwater, revised Media and Press points of contract, etc. We expect version 2 of the IC Handbook to be completed and distributed by April 1, 2006. We have included a copy of the Blackwater IC Handbook in the rear pocket of this proposal.

Blackwater has successfully staffed enough WPPS II approved instructors and developed the required logistical support to facilitate the thirteen training courses per month outlined below;

- 3 PSS 164 hour WPPS II training courses
- 4 Transition / WPPS II 40.5 hour training courses
- 1 BFFOC training course
- 1 [] training course
- 2 Support Personnel training courses
- 1 Guard Force / Screener 120 hour training course

Major Milestones:

- Three 164 hour PSS training courses per month Started January, 2006
- Four 40.5 hour re-qual/transition courses per month Starting March, 2006
- One 120 hour Guard Force / Screener course per month (On Going)
- One [] course per month from January 2006 through August 30, 2006
- One BFFOC course per month from January 2006 through June 10 2006
- Acquisition of [] - arrived December, 2005
- Leadership and Professional Ethics Training Implemented November, 2005
- Construction of new 600 Known Distance Range Completion in May 2006
- Acquisition of [] training 16 of each arrived January 2006, and the rest will arrive by April 2006
- Construction of a [] firing range, completed January 2006

4.13 Plan and Process for Training - Third Country Nationals

Prior to engaging in recruiting Third Country Nationals (TCN) Blackwater researches the host countries political and legal position in reference to supporting the United States mission. This allows the Department of State to support mission's conflict free of host country concerns. Blackwater also receives an approved Technical Assistance Agreement /DSP-5 from the Department of State, Defense Trade Controls prior to proceeding with training and contractual agreements with any TCN's as required by federal law. Currently, Blackwater has Defense Trade Controls approval to train the proposed Columbians Third Country Nationals for the Static Guard requirement.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

66

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

All Third Country National Candidates deploying for the Department of State, Worldwide Personal Protection Services Contract with Blackwater are required to successfully go through the process below prior to being deployed;

- 1.) Bio which includes past work history must be submitted through Blackwater to Department of State; High Threat Protection Division for approval in accordance with the qualifications outlined in the SOW:
- 2.) A completed SF-86 package is submitted to Dept. of State to receive a Moderate Risk Public Trust Clearance.
Included in that package are the following:
 - a. Signed Credit Release Form
 - b. Signed Single Scope Background Investigation Release Form
 - c. Copy of Education Transcripts (if applicable)
 - d. List of Foreign Relatives
 - e. Current Active Passport
 - f. 2 fingerprint cards
 - g. Copy of a background investigation that is done in their country of origin
- 3.) The candidate will then attend a 120 hour Department of State Approved Training Course in their country of origin. There are 2 Administrative Days dedicated to further screening of the candidate prior to attending training. This screening includes; (If the candidate fails any one if these pre-screening elements they will be deemed ineligible for the program unless readily correctable.)
 - a. Medical Examination (Immunization, HIV test, Stress Test, Hernia Test and General Exam)
 - b. Dental Examination (Abscessed teeth, cavities, cracks, breaks or anything could cause them problems during the future deployment)
- 4.) During the course the candidate's paperwork are submitted for a Visa,
- 5.) International Travel Orders, CRC Number, and a Letter of Authorization from the Contracting Officers Representative (COR) and a country clearance request.
- 6.) Upon successful completion of the course and the receipt of a Department of State MRPT Clearance they are scheduled to be deployed.
- 7.) Once in county they receive the appropriate identification card

Blackwater retains the ability to completely staff all guard force positions required in this task order with Third Country Nationals (TCN's). Blackwater has a robust pool of sixty (60) cleared and WPPS qualified Columbian TCN's standing by for assignment upon award of this task order. In order to accomplish the training of the TCN's in Columbia, Blackwater USA sub-contracts to Greystone, and ID Systems in order to screen and furnish the personnel for training, and to supply the training site and provide all training support functions. The TCN training takes place at the Calvary Military School in Bogota Columbia.

Additionally, Blackwater is able to train additional TCN's, to the WPPS II 120 hour guard force training requirements in accordance with Appendix L to section C of the WPPS II contract, for expected and unforeseen surge requirements, with little or no notice. The Blackwater WPPS II training cadre continuously staffs a deployable group of WPPS II approved instructors in anticipation of further TCN / LN OCONUS training requirements.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

67

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

4.14 Plan and Process for Training - Host Country / Local Nationals

Blackwater has reviewed the training requirements for this task order. Host Country / Local National training is not currently required on this TO, should the need to train LN's arise in the future, and upon tasking, we are ready to execute LN training with little or no notice. As stated previously, The Blackwater WPPS training cadre continuously staffs a deployable group of WPPS approved instructors in anticipation of further TCN / LN OCONUS training requirements.

Blackwater has utilized Local Nationals in Iraq over the last two years to perform as static guards, to provide interpreter and translators services and as vendors. Blackwater will utilize Local Nationals in Baghdad, Iraq to perform as interpreters and translators. Blackwater's Local National vetting is completed through the Baghdad, Iraq, U.S. Embassy and Department of State, High Threat Protection, Industrial Security Division.

- 1.) Bio which includes past work history must be submitted through Blackwater to Department of State; High Threat Protection Division for approval in accordance with the qualifications outlined in the SOW.
- 2.) A completed SF-86 package is submitted to Dept. of State to receive a Moderate Risk Public Trust Clearance.
Included in that package are the following:
 - a. Signed Credit Release Form
 - b. Signed Single Scope Background Investigation Release Form
 - c. Copy of Education Transcripts (if applicable)
 - d. List of Foreign Relatives
 - e. Current Active Passport
 - f. 2 fingerprint cards
 - g. Copy of a background investigation that is done in their country of origin
- 3.) The candidate will then be required to successfully complete a polygraph test conducted at the U.S. Embassy in Baghdad.

Additionally, all Local Country Nationals will be required to complete and pass an English Proficiency Test. Please reference Attachment G for a full description of the testing to be performed and evaluation factors to be utilized.

4.15 Training Facilities

Blackwater has up-graded its 7000-acre, state of the art training facility, located in Moyock North Carolina, in order to readily accommodate the dedicated training sites needed to support all WPPS II training operations. Blackwater's construction division, Raven Construction, has made it a top priority to build professional grade training sites, which are used to train the WPPS training candidates. Blackwater continues to purchase property surrounding our Moyock facility in anticipation of further growth. The Blackwater training facility is readily compliant with the Specifications for Contractor Furnished Training Capability outlined in Appendix G to Section C in the WPPS II base contract. By the end of 2006 Blackwater will have added the facilities listed below in order to grow in the support for our Nations war on terror;

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

68

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Four tactical carbine ranges 100 – 300 meters
- Two Urban Tactical training areas
- An aviation center with a 4000 foot runway to house the Blackwater Air Division
- Two Close Quarter Combat (CQC) Live-fire / Force on Force training Houses
- A Close Quarter Defense (CQD)TM training facility
- A WPPS II Lodge (capable of lodging up to 250 Candidates and instructors)
- Two (2) Private Training Centers (PTC's)

4.16 CONUS and OCONUS Training Facilities

Blackwater USA continues to set the standard for all other tactical training facilities to emulate. The Blackwater CONUS training facility is unsurpassed in the quality of its force on force training sites, live-fire ranges, and support infrastructure. Blackwater continues to make improvements and upgrades to its facility in order to provide premier support to WPPS II training operations. Our training facilities and superb support infrastructure ensure that we are able to facilitate the current WPPS II training requirements and all possible surge requirements.

The following training facilities at our CONUS campus in Moyock, NC have been completed and the Blackwater WPPS II training staff retains first priority for their use.

1. Demolition Range
2. Simunition CQB training facility
3. Padded defensive tactics room
4. Physical training area i.e. weight room
5. Three live fire small arms ranges
6. Driving and live fire range
7. range
8. Driving track
9. 3 Simulated environments to enhance PSD applications 1 of which is a live fire ambush area allowing PSD emergency evacuation procedures
10. 1200 meter known distance range (KD range)
11. 1000 meter unknown distance range

B2

Future construction projects in direct support of WPPS II training programs will include;

1. A 700 yard Known Distance range. (May, 2006 delivery.)
2. A 250 person capable WPPS II lodging facility on campus (January, 2007 delivery.)
3. A WPPS II training cadre office / class room / equipment building complex (April, 2007 delivery.)
4. A private WPPS II weapons cleaning and storage facility (May, 2007 delivery)

The Blackwater training facility in Moyock NC, easily accommodates all WPPS II requirements while ensuring that all WPPS II training candidates are provided with a learning environment that promotes the highest levels of skill development, quality of life, and their successful qualification to standard in all WPPS II training disciplines. The Blackwater training facility is fully committed to the support of the WPPS II training requirements and retains a large and

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

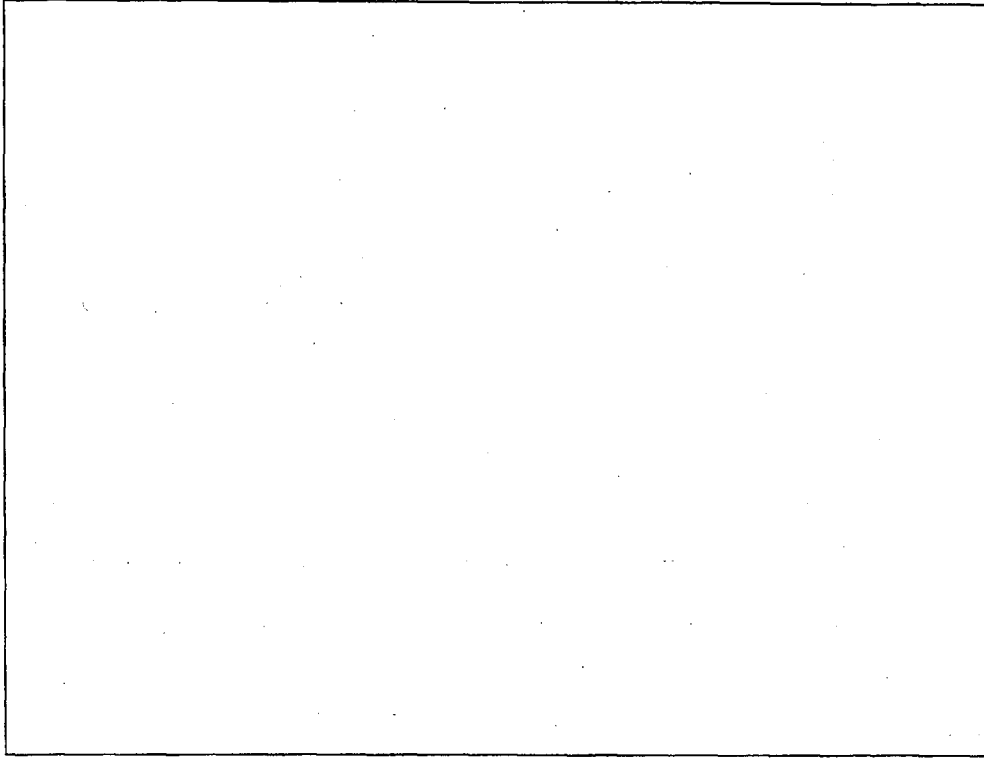
69

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

skilled maintenance staff on campus for the purpose of ensuring that there is zero lost training time in the accomplishment of our tasking. Currently there are eighteen (18) on campus training and training support facilities dedicated for WPPS II training first priority use.



B2

Blackwater will conduct all OCONUS training on established Department of State training facilities located in the International Zone in Baghdad.

As previously stated, Blackwater retains a robust WPPS II training staff incorporating a team of experienced professionals that is able to deploy OCONUS with little or no notice and instruct additional training requirements to augment the WPPS II BFFOC Instructors in-country. Blackwater retains the ability to deploy an OCONUS training team of fully vetted and qualified WPPS II instructors upon HTPOPS tasking and a modification to base contract from the DoS contracting officer.

As stated in Section C.4.3.2.1 of Department of State Contract #SAQMPD-05-D1098 under the heading **Necessary Condition 4.3.2.1 The Contractor shall:**

Ensure that all retraining and/or re-certification of Contractor personnel is accomplished in-country, e.g., the location in which the contractor was tasked to provide the personnel protective service detail, unless otherwise directed by the COR.

Utilizing the WPPS II approved BFFOC Instructor training required under TO 2006-0006 all in-country personnel will receive the requisite weapons re-qualification to include the

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

70

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Alternate ranges have been identified in case the DoS ranges inside the International Zone are not available. Also, reinforcement training will be provided on core subjects based on the leader's assessment to include subjects covered in the four (4) hour Leadership and Professional Ethics training course.

Blackwater WPPS Subject Matter Experts (SME's) currently deployed in support of Baghdad operations have developed and implemented emergency vehicle extraction standard operating procedures (SOP's) and training in order to facilitate the safety of our principal's and the skill development of all Blackwater WPPS IC's. The vehicle extraction SOP's and associated training is crucial to the operational readiness posture of our personnel and will greatly enhance the survivability of our principal's and protective teams. This valuable training will be conducted OCONUS and will be disseminated to all Blackwater WPPS PSS teams. Reference Attachment I.

Additionally, we will conduct scheduled OCONUS training courses on cultural awareness. The WPPS Program management team understands the importance of winning the hearts and minds of the Iraqi people. This training will greatly enhance our ability to conduct protective operations in a manner that will strengthen our relationship with the people of Iraq while ensuring our personnel are aware of the expectations and customs of important Iraqi Government personnel that our principal's meet with, while providing our security professionals with an ability to sense minute changes to the normal actions of bystanders and raise their overall awareness levels thereby enhancing our overall security posture. Reference section 2.1 titled Environmental Concerns for a complete outline of the training.

Blackwater provides TCN Static Guard Force Training at the host country facility. The Calvary Military School base contains all necessary facilities and ranges for the conduct of the 120 hour TCN Guard training in accordance with the WPPS II training facility requirements in Appendix G (to section C). The candidates are housed on campus and meals are provided by the Calvary dining and kitchen facility. All required weapons and ammunition are provided through the on base armory and the requisite firearms ranges meet the WPPS II range specifications for the 120 hour curriculum requirements.

The Calvary Military School maintains a campus medical facility and a staff that is present during all training hours. Should the need arise, there is a hospital with a functioning trauma center within 4 blocks of the training facility. The Calvary Military School base is easily capable of supporting the 120 hour TCN Guard training and has proven to be a safe and secure training facility staffed with a team of professionals to support our OCONUS training needs.

4.17 Contractor Owned

The Blackwater Moyock, NC facility and the infrastructure housed there is owned and operated solely by Blackwater USA. Blackwater does not have a need to subcontract to another company for any of our curriculum, range facilities, force on force training sites, drivers training, or the weapons systems utilized for WPPS II training efforts and tasking. Our training facility is readily compliant with all requirements outlined in the WPPS II base contract.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

71

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

4.18 Subcontracted Facility

Blackwater subcontracts to Greystone LTD for the Third Country National Static Guard Force services in providing OCONUS training facilities and screened and cleared personnel for all Third Country National (TCN) training and deployment in support of the WPPS II requirement. The Blackwater TCN training currently takes place at the Calvary Military School in Bogota Columbia.

4.19 Training Logistics

Blackwater Training Center is unparalleled in its ability to provide the necessary ranges, facilities, equipment, and materials necessary to conduct all of the WPPS II training in one location. All of the WPPS II training facility requirements are easily met at Blackwater's 7000-acre, state of the art facility. The quantity and quality of the training logistical support that is readily available at Blackwater ensures a very efficient and effective training process and learning environment for the WPPS II contractor candidates.

4.20 Describe the Procurement, Inventory, and Replacement of Weapons, Vehicles, and Communications Equipment

As the premier provider of tactical training and security services, Blackwater has implemented and maintained a logistical support infrastructure that is second to none. Blackwater owns and operates an equipment supply division (Blackwater Gear), construction division (Raven Construction), and a robust logistics division (Blackwater Logistics and Transport). These divisions serve to support and enhance the successful completion of the Blackwater WPPS Programs directives and task's. Additionally, the Blackwater training facility retains a professional maintenance staff dedicated to the implementation and management of comprehensive Preventive Maintenance Schedules for all ranges, vehicles, weapons systems, and communication's devices.

Blackwater has purchased and furnished sixty (60) vehicles (4-FAV), three hundred and thirteen (313) weapon systems, and the necessary communication equipment to ensure compliance with WPPS II training requirements and standards. All of the aforementioned items are for sole use in the support of the WPPS II training program and serve to greatly enhance the skill development of our WPPS training candidates.

4.21 Describe the Procurement, Inventory, and Replacement of Weapons

Blackwater has purchased all of the necessary weapon systems, targets and ammunition to ensure compliance with the WPPS II training requirements. In support of the [] requirement we purchased twelve (12) [] that arrived at Blackwater on Tuesday, 13 December, 2005. Blackwater implemented the required [] training and qualifications during our January, 2006 164 hour WPPS training, 40.5 hour re-qualification/transition training, and our BFFOC training courses. Blackwater has hired Manufacturer Certified weapons Armorer's and implemented Scheduled Maintenance Programs for all facilities, ranges, weapon systems.

B2
B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

72

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Additionally, Blackwater has purchased twenty-four (24) [] and twenty-four (24) [] [] weapons systems along with the required amount and type of optics, ammunition and targets needed to satisfy all DDM course requirements. Blackwater will provide our DDM candidates with the Bolt and Gas gun shooting experience. This allows the Blackwater DDM candidate to train on both weapon systems so they are prepared to utilize either weapon system in the field.

B2

Per Appendix O (to section C) in the base contract, Blackwater utilizes a GSA Class V security vault for the storage of all WPPS II training weapons systems. The WPPS II weapons storage area is vaulted and alarmed and is restricted access to only key WPPS II personnel and supervisors. Weapons that are checked out of the WPPS II vault require two signatures upon check out and two (2) signatures to verify return. The Blackwater WPPS II training cadre utilizes a three-tier inventory system in order to ensure accountability of equipment at all levels of responsibility. The first tier of our inventory process is the check in/out procedures utilized by our armory staff. This ensures that all weapons that were issued for the day are returned, clean and operable for the next days work. The second tier is the accomplishment in-house, bi-weekly, full accountability inventory conducted by the WPPS II training cadre armory supervisor and assistants. The third and final tier of our weapons inventory system is a monthly weapons systems inventory by the WPPS II armory supervisor and The Blackwater USA facility armory Project Manager.

In order to ensure that all Blackwater WPPS II training can continue to take place in the most efficient and effective manner, Blackwater has hired Manufacturer Certified weapons armorers and implemented Scheduled Maintenance Programs for all weapon systems designated for the sole use of Blackwater's WPPS II training cadre. Blackwater employs a full staffing compliment of maintenance personnel dedicated to ensuring the up-keep and serviceability of all WPPS II programs support requirements.

4.22 Describe the Procurement, Inventory, and Replacement of Vehicles

Blackwater has also purchased four level C Armored vehicles for the WPPS II FAV driving training requirement in accordance with the WPPS II base contract requirements. The four armored vehicles have been signed over to DSHTP and are now GFM located at Blackwater's facility. Blackwater has purchased and furnished sixty (60) vehicles for sole use in the support of the WPPS II training program. These vehicles are used for the skill development of WPPS II training candidates, training transportation, and the transport of the WPPS II training candidates to and from their lodging locations to the Blackwater facility.

The Blackwater WPPS II training mobility supervisor conducts bi-weekly inventories of all support vehicles assigned and assigns them to the WPPS II classes in accordance with the number of WPPS II training candidates in each class. Additionally, the WPPS II mobility supervisor submits inventory reports to the WPPS II Director of Training on a monthly basis that outlines the number of vehicles on inventory, their operational condition and the classes that the vehicles were assigned to.

The Blackwater USA rental vehicle fleet keeps a large number of vehicles on campus for the purpose of providing replacement vehicles to the WPPS II training program in case of any shortfalls. In order to ensure that all Blackwater WPPS II training can continue to take place in

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

73

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

the most efficient and effective manner, Blackwater has hired Manufacturer Certified vehicle mechanics and implemented Scheduled Maintenance Programs for all vehicles designated for the sole use of Blackwater's WPPS II training cadre. Blackwater employs a full staffing compliment of maintenance personnel dedicated to ensuring the up-keep and serviceability of all WPPS II programs support requirements.

4.23 Describe the Procurement, Inventory, and Replacement of Communications

Blackwater is upgrading / enhancing the communications training in the 164 hour WPPS II training course utilizing the same radios that are currently being employed in the field. Blackwater purchased (100) [redacted] portables, (5) [redacted] portables and impress batteries (Ruggedized), along with a [redacted] control station to ensure that all WPPS II communication standards are met in training. This valuable communications equipment is expected to arrive to the Blackwater facility by 15 March, 2006.

B2

The Blackwater WPPS II training radios are considered sensitive items and will be stored in a locked room with access granted to the WPPS II training communications representative and his designated assistants. The communication representative will be responsible to conduct an entire communications inventory on a weekly basis and to report any discrepancies to the Blackwater WPPS II Director of Training immediately. The WPPS II communications representative will provide an inventory report to the WPPS II training leadership team on a monthly basis.

In order to ensure that all Blackwater WPPS II communications training can continue to take place in the most efficient and effective manner, Blackwater will require the WPPS training communications representative to follow the care and maintenance program recommended by the manufacturer for the [redacted] portables, (5) [redacted] portables and impress batteries. The WPPS II communications representative will be responsible for implementing a scheduled maintenance program for the WPPS II communications inventory.

B2

4.24 Training Curriculum

As a result of our significant investment of time and effort, Blackwater's WPPS II training schedule, training hours, instructor bios, curriculum, student handouts and instructor guides have been submitted for approval by DSHTPOPs. Blackwater's execution of all pre-deployment training requirements, as mentioned in ATTACHMENT 1 (TO APPENDIX G, SECTION C) have been approved by HTPD and DSHTPOPs subject matter experts (SME's). Additionally, The Blackwater WPPS II training cadre has completed the development of the range facility's, curriculum, and associated materials needed to implement the [redacted] DDM, BFFOC, and Adult Learning training. The Adult Learning, [redacted] DDM and BFFOC courses have been verbally approved by DSHTPOPs and Blackwater is currently awaiting written approval from the WPPS Contracting Officer. The Blackwater WPPS II training cadre implemented the above training into the 2006 WPPS II training schedule.

B2

4.25 Lesson Plans

All required Blackwater WPPS II lesson plans have been submitted to, and approved by, DSHTPOPs. Blackwater is currently awaiting signed, and written approval from the WPPS II Contracting Officer for the [redacted] DDM, BFFOC, and Adult Learning courses of instruction.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

74

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

4.26 Vetting

The Blackwater WPPS II training cadre has developed and implemented all of its WPPS II training curriculum in accordance with Appendix G (to section C) of the WPPS II base contract. The current Blackwater WPPS II training curriculum has been vetted through DSHTPOPs and through the compilation of the following project control techniques; trainees' input, instructor evaluations, course critiques and feedback from WPPS II personnel. Suggested changes in training tactics, techniques and procedures will be formally documented using a training improvement report which will be submitted and approved at the appropriate level to include DSHTPOPs. The Blackwater WPPS II Programs training cadre will further our efforts to consistently evaluate, vet, and improve our training by conducting quarterly Tactics, Techniques and Procedures (TTP) Panel meetings. This Panel of PSD Subject Matter Experts will be directed to review reports from the field and solicit input from DoS in order to ensure that the training taking place at BW is current with field operations and compliant with DoS directives. There are two categories for recommended improvements the first being a priority request when a failure to change may result in significant equipment damage or loss of life. These requests will be sent via a semiannual/annual performance report.

Blackwater will continue to hold the Blackwater WPPS II program instructor cadre to performance standards exceeding those required of the WPPS II candidates and a level of professionalism that serves as an example to all. To this end Blackwater recently implemented a quarterly safety stand-down policy in order to review all WPPS II training curriculum and range procedures for unidentified or un-mitigated risks. During this time all Blackwater WPPS II instructors will meet with the designated lead instructors for each curriculum segment and review all safety briefs and standards that are applicable. A Quarterly Safety Report (QSR) will then be drafted and sent to the Blackwater Local Program Manager [redacted] for further dissemination. This system has successfully provided all WPPS II instructors and candidates with an accident free working environment.

B6

5.0 Maintenance Plan

Blackwater has conducted a maintenance analysis reviewing all facilities, equipment, supplies and materials required for the Task Order. Based on the analysis and Task Order requirements Blackwater has identified the following maintenance plan and support structure.

Proposed Blackwater in-country management and ALSS personnel have sufficient knowledge of the Contractor Furnished Equipment (CFE) to provide first-tier problem diagnosis and resolution. Problems exceeding first-tier will be referred to the LPMO and Regional Coordinators (RC) for routing of trouble calls, expediting emergency or standard replacement shipment, or assigning regional maintenance expertise.

Government Furnished Property (GFP) maintenance responsibility, as assigned to Blackwater personnel, will be turned over to the government when it exceeds the authorized level of maintenance for Blackwater support personnel.

Specific to TO 2006-0006, second-tier maintenance of all Government Furnished Weapons will be performed by the two (2) Department of State Certified and Approved Armorer's at the

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

75

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

[redacted] That team is fully trained and qualified to support the Government Furnished weapons outlined the TO RFP. The maintenance will be performed in accordance with Authorized Armorer level of maintenance; Echelon Two Maintenance guidelines provided with the TO RFP.

B2

Blackwater's, Department of State Approved, Facility Security Technician will maintain the contractor furnished handheld radios and accompanied equipment supporting the TCN static guard element as well as the Contractor furnished [redacted] and Government Furnished Video Surveillance system.

B2

Upon award of the WPPS II Baghdad, Iraq Task Order if requested by the Government Blackwater will coordinate with the COR to schedule members of our Facilities Department to attend the armor and ballistic glass training in preparation for maintenance of the Armored Vehicles issued for the driver training at the Blackwater facility in Moyock, NC.

5.1 All Assets that Require Maintenance

Blackwater's maintenance plan incorporates the frequency, facilities, test equipment, spare parts and personnel technicians as outlined in the following sections of this Task Order Response.

Following maintenance elements identified weapons, communications, the WPPS II Camp, vehicles, surveillance equipment and the [redacted] as assets that require maintenance.

B2

5.2 Weapons

Blackwater's armory and weapons maintenance facility will be [redacted]

B2

The first level of weapons maintenance will be performed by the PSS in accordance with the Echelon One Maintenance guidelines provided with the WPPS II Base Contract. Each PSS will be provided a copy of the Echelon One Maintenance guidelines as part of the In-country Indoctrination.

All maintenance requirements for the weapons above and beyond Echelon One will be reported to the DSHTPOPs approved Blackwater armorers. The armorers will determine the level of maintenance required and provide maintenance in accordance with the Echelon Two Maintenance Guidelines outlined in the WPPS II Base Contract.

The following commonly lost or damaged replacement / repair components will be stocked in the armory for maintenance repair inclusive of the firm fixed price proposal attached;

- Recoil Spring Assembly
- Firing Pin Safety Spring
- Slide Lock Spring
- Slide Stop Lever w/spring
- Spring cups (set of two per pistol)

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Spring loaded bearing (black 9mm)
- Trigger Pin
- firing pin spring
- locking block pin
- Slide Stop
- Extractor Depressor Plunger Spring
- Firing pin
- Firing pin retaining pin
- Extractor (springs and pins)
- Rubber insert
- Ejector
- Ejector spring
- Buffer spring
- Gas rings
- Front Sight
- Rear Sight
- Etc.

The armorers will utilize manufacturers maintenance publications, government furnished and contractor furnished tools and equipment and the DS/PSP/DEAV training to make certain all weapons are operable as required and sufficient replacement springs, screws, etc, are on hand.

5.3 Vehicles

Blackwater will utilize the five (5) bay vehicle maintenance facility located at the WPPSII Camp. The vehicle maintenance facility is secured inside the walls of the WPPSII Camp at all house.

Blackwater has procured and supplied, in addition to the Government Furnished Property (GFP) list for the vehicle maintenance facility, each mechanic a Craftmans 310 piece mechanics tool set with racking wrenches. This tool set is currently utilized by Blackwater's mechanics in Baghdad, Iraq. A full inventory of GFP and CFE will be completed upon contract award of all vehicle maintenance equipment in Baghdad, Iraq and submitted to DSHTPOPs upon request. Please reference Section 7.0 titled Logistic Management Plan for a complete outline of inventory control processes and monitoring systems.

Blackwater currently maintains a fleet of [redacted] Armored Personnel Carriers (APC's) leased to the Department of State by Blackwater under our current contract. The Department of State approved, Blackwater provided mechanics perform a daily nine (9) point close-out inspection of each APC at days end. Any maintenance issues identified are rectified by the mechanics in time for follow on missions. The nine (9) point inspection limits maintenance related impact on mission readiness for the [redacted]. This daily close-out inspection consists of the following elements;

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

77

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

1. Inspect the condition of the vehicle exterior
2. Inspect the four tires for wear and proper inflation
3. Ensure there are no fluids that have leaked under the vehicle
4. Inspect the general condition of the interior of the vehicle
5. Ensure there is a medical kit and fire extinguisher and jack in the vehicle
6. Check the fluids under the hood (coolant, brake, oil and transmission fluid where appropriate)
7. Turn the ignition switch to the "on" position and ensure all dash mounted lights are working properly
8. Start the vehicle and ensure there are no warning lights illuminated
9. Note the vehicle mileage and fuel gage

Blackwater currently maintains and provides on a firm fixed price basis sufficient replacement parts including fuel filters, oil filters, air filters, batteries, mufflers, starters, alternators, brake pads, tires, wheels, shop rags, etc. Blackwater also maintains and provides sufficient fluids for maintaining the [redacted] APC fleet to include coolant, 15/40 engine oil, 80/90 gear oil, WD40, Spray lubes, etc. Blackwater will continue this practice upon award of task order 2006-0006.

B2

The Blackwater mechanics will also maintain and submit maintenance records detailing the type and cost of repairs, to include vehicle identification number (VIN) of the vehicle being serviced and fuel records. All records will be submitted to DSHTPOPs upon request.

The current vehicle maintenance compound incorporates waste tanks for oil and mechanical fluids. The second-hand fluids will be stored in 55 gallon barrels at the facility until filled to capacity and then disposed of by the waste management company through Blackwater's subcontractor. The 55 gallon barrels will be stored at an existing concrete pad located next to the vehicle maintenance facility. The concrete pad will be lined with industrial plastic to contain the fluids as a result of possible leaks or spillage to protect the environment from hazardous materials. The plastic liner and drums will be inspected regularly by the mechanics for cracks, leaks and replaced as necessary.

5.4 Communications

Blackwater will utilize government furnished [redacted] Radio's for operation in Iraq in accordance with TO 2006-0006.

B2

Blackwater will furnish cellular phone communications in support of TO 2006-0006 for local service for all PSS personnel and support personnel. The cellular phones service commonly utilized in Baghdad Iraq and most surround areas are the Iraqna phones, SIM Cards and Scratch Cards. Blackwater currently utilizes Iraqna phones in-country and has contacted ZIAD and Stars to contract for additional equipment and services to accommodate the additional person requirements upon TO award.

Blackwater currently utilized Government Furnished [redacted] phones for all members of leadership to Shift Leader and 1 for each PSS support personnel. This includes battery chargers and replacement batteries to support the communications requirements.

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

78

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater will utilize the incumbent contractor furnished, government provided Radio Kits, Portable Handheld VHF radios, batteries and chargers for the TCN Static Guard personnel as outlined in Attachment 1 to Task Order 2006-0006. Blackwater will maintain adequate replacement equipment in inventory in Baghdad to ensure operations are not affected by inoperable communications equipment.

Additionally, the communications will be monitored and maintained by the Blackwater, Department of State approved Facility Security Technician for the contractor furnished communications equipment and security equipment. All services and maintenance required for the [redacted] will be reported to the RSO's shop. Blackwater will maintain and service the contractor provided cellular phones.

B2

Please reference Section 7.0 titled Logistic Management Plan for a complete outline of inventory control processes and monitoring systems.

5.5 Facilities

As outlined in section 1.4 titled Rational and Description of Subcontractors, Blackwater will utilize a subcontractor service for the facility maintenance requirement of the WPPS II Camp task order 2006-0006.

The proposed subcontract, GCC, will provide maintenance services on a daily basis to the dining facility, living quarters, all elements of the WPPS II Camp to include bathrooms, A/C units, electrical, concrete, etc. Utilizing the attached maintenance plan as the initial guide to conduct a full inspection of the WPPS II Camp Blackwater and GCC will compile an executable maintenance plan for submittal and approval of the Department of State, High Threat Protection. The maintenance plan will provide as the measuring stick for quality assurance and customer satisfaction.

The maintenance plan includes the following elements;

- SAFETY
- FACILITY INVENTORY
- MAINTENANCE STAFFING
- CUSTODIAL SERVICE
- GROUNDS MAINTENANCE
- INTEGRATED PEST MANAGEMENT
- PREVENTIVE MAINTENANCE
- WORK ORDER SYSTEM
- CONTRACTED SERVICES
- ENERGY MANAGEMENT

All equipment, tools, materials, and consumables will be contractor provided and sufficient to maintain a quality standard of living.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

79

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Other areas for maintenance consideration are the video surveillance equipment, kennels and [redacted]. The maintenance for the video surveillance equipment and the [redacted] will be conducted by Blackwater's Department of State Approved Facility Security Technician (FST). The FST will utilize the combined elements of past experience, technical education and the manufacturers troubleshooting manuals to perform regular preventive maintenance as well as emergency maintenance.

B2

The WPPS II Camp Kennel Facility will be maintained daily by the Kennel Master and K9 Handlers for cleaning and reporting of maintenance issues to the maintenance staff. The attachment maintenance plan includes a scheduled maintenance plan for the Kennels as well as the rest of the facility.

5.6 Frequency – Maintenance Plan

Blackwater has designed and provided in Attachment B Blackwater's proposed facility maintenance plan. The proposed maintenance plan will be utilized by the Deputy Project Manager for Facilities to assess the current condition of the facility, inventory and assets. The maintenance plan will then be modified specifically to meet the needs and requirement of the WPPS II Camp in the camps current state at the time of contract award.

Additionally, provided below is Blackwater's proposed maintenance matrix outline maintenance frequency and reference manuals for mission essential equipment.

Item Description	Maintenance	Frequency of Maintenance	Reference Manuals
GFE - Weapons	Routing daily maintenance performed by the PSS Extensive maintenance performed by the armorer	As required by the manufacturer by the Department of State approved Armorer	The Department of State Armorer will have manufacturer and Armorer manuals for the GFE weapons
GFE - Vehicles	Preventive Maintenance Inspections performed daily, scheduled/unscheduled maintenance as required	As required by the manufacturer, performed by the Department of State Certified Mechanic	FAV mechanics will have manufacturers service manuals
Housing	Performed by sub-contractor	Performed daily as per sub contract	Attached Maintenance Plan
Security Equipment (Camera's, Monitors)	Monitored and performed daily by Facility Security Technician	As required by manufacturer	Provided by manufacturer
[redacted]	Monitored and performed daily by Facility Security Technician	As required by manufacturer	Provided by manufacturer
Communications	Performed by USG for GFE Performed by Facility Security Technician for CFE	Per DoS schedule for GFE	Provided by manufacturer

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

CFE - Equipment	Performed by Facility Security Technician /ALSS/Appropriate Maintenance personnel for CFE	As required by manufacturer	Provided by manufacturer
-----------------	---	-----------------------------	--------------------------

**No specialized test equipment has been identified.

5.7 Manuals or Standards

The plan outlined utilizes manufactures maintenance manuals as the basis for maintenance schedules. For those items that lack a manufactures maintenance schedule i.e.: lodging, various contractor furnished equipment, maintenance will be performed via scheduled equipment evaluations, spot checks and incident based maintenance.

All maintenance will be recorded and reported as necessary in Blackwater's Access based Inventory Controls database. Equipment and asset inventories will be recorded identifying the condition of the item and recommended level of maintenance or replacement. This will allow Blackwater to keep all mission essential equipment in working order and immediately available for operation.

Additionally, Blackwater's facility Maintenance Plan attached provides maintenance schedules for every aspect of the facility to include the dining facility, bathrooms, gym, medical area, offices, warehouse, vehicle maintenance area, etc.

5.8 Personnel

All personnel providing maintenance under TO 2006-0006 will be screened, trained and vetted in accordance with the WPPS II base Contract # SAQMPD-05-D1098.

Blackwater has identified two (2) DS/PSP/DEAV qualified armorers to perform the weapons maintenance duties in support of this task order. Blackwater has also identified and received bio approvals for the Facility Security Technician. The proposed Facility Security Technician (FST) currently holds a TS/SCI with DoD and has submitted for a Secret clearance with DS/IS. In addition, two (2) FAV Mechanics are currently approved by DSHTPOPs, deployed and cleared with Blackwater in Baghdad to support this requirement currently. Both are screened, cleared and deployed.

Lastly, The WPPS II Camp subcontractor to Blackwater, GCC agreement includes facility maintenance personnel to ensure the compound is maintained to standard. Through GCC, Blackwater will provide qualified plumbers, electricians, generator technicians, etc.

5.9 Tools

Blackwater will provide and utilize the appropriate tools and equipment to most efficiently and effective get the job accomplished. There is a variety of maintenance services required in accordance with task order 2006-0006 to include vehicle maintenance, facilities maintenance, communications, weapons maintenance, etc. Please reference sections above for tools to be utilized, frequency of maintenance and subject matter expertise.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

All tools will only be permitted to be utilized in their respective maintenance area. For example, vehicle maintenance tools will not be loaned to the facility maintenance staff at any time to avoid loss and or stealing of important maintenance tools. Each department will be responsible for maintaining the tools needed to accomplish their respective maintenance elements. If a department determines they do not have a tool needed or that we did not consider a purchase request may be issued and if deemed necessary a purchase may be made. The sustainment of tools purchases will be at no additional cost to the government.

5.10 Facilities

Blackwater will utilize the appropriate maintenance facilities for each specialty maintenance requirement. All vehicle maintenance requirements will be performed at the WPPS II Camp vehicle maintenance area. The armory will store all weapons and tools and sufficient space is provided in [redacted] armory for maintenance. General maintenance will be performed at the location of the maintenance issue however if the maintenance required is a hazard to the resident the maintenance will be required to either block off the area or remove the element requiring maintenance to an area free of residence and in the back maintenance area of the WPPS II Camp.

B2

5.11 Spare Part Requirements

Blackwater will establish an in-country inventory to support equipment with replenishment gear and repair parts. This on-hand inventory will make it easier to support current operations, surge capacities, and unanticipated occurrences.

The armory will be stocked with standard repair parts for the Government Furnished Weapons; consisting of springs, bolts, screws, brackets, firing pins, extractors, etc, as authorized by DS/PSP/DEAV. All other weapons replacement parts (barrels, triggers, etc) will be requested from DS/PSP/DEAV by the Blackwater armorer in writing.

The Vehicle Maintenance Facility will also be stocked with standard repair/replacement parts for the Government Furnished Vehicles, consisting of oil filters, bolts, screws, oil, windshield wipers, etc. Furthermore, repair/replacement parts will be procured as necessary through the local economy or expressed ordered from the United States.

List of specific replacement parts and spare parts for vehicle maintenance, facilities and armory are itemized in the cost proposal section of this submittal.

In addition to the equipment inventories maintained on-hand at Blackwater's facility in Moyock, Blackwater plans to maintain appropriate levels of inventory in Baghdad, accounted for by the Task Order ALSS personnel as well as utilizing a multi-tiered in-theater inventory approach to ensure expeditious replenishment. If additional replenishment is required, Blackwater has the ability to provide organic aircraft support to ship on-hand supplies from Blackwater and/or special order, and drop ship from the OEM. Blackwater will ensure accountability and control as well as replenishment through the LPMO, DoS Programs procurement infrastructure/personnel and in-country ALSS.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

82

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

6.0 Transportation Plan

[Redacted]

B2

Blackwater has determined that the most efficient means of transporting PSS Professionals into Iraq is to stage at a [Redacted] in order to assemble groups for travel into Iraq. Blackwater utilizes [Redacted] because of the location which is away from main thoroughfares and because the Hotel has demonstrated they are amenable to the security needs of Blackwater and the WPPS II Program. In November of 2005 when [Redacted]

B2

[Redacted] has also established arrival and departure procedures that allow Blackwater PSS Professionals to come and go from the hotel without drawing attention to themselves.

[Redacted]

B2

These air assets operated and maintained in this austere environment and are flown from sunrise to sunset and operate continuously seven (7) days per week.

6.1 Movement of People

Blackwater transports personnel using armored personnel carriers, [Redacted] owned by Blackwater. [Redacted]

B2

[Redacted] They receive a security brief and are provided body armor and helmets for the brief trip to the IZ. WPPS Indoc Personnel greet newly arrived PSS Professionals and begin the Indoctrination Process outlined in Attachment D.

[Redacted]

B2

Blackwater does not rely on the KBR Rhino or U.S. Military Air for transportation of personnel from outside of Iraq to Baghdad. Blackwater has successfully managed to be fully self sufficient in the aspect over the last two (2). In an attempt to provide multiple transportation solutions to the Department of State, Blackwater investigated use of the Rhino and was informed on multiple occasions use of the Rhino is restricted to U.S. Government Employees and KBR personnel. We

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

understand that some contractors do use the Rhino however KBR can at any time terminate the use without notice or justification therefore Blackwater proposes the above long term solution.

6.2 Training for Transportation

Blackwater Aviation (BWA) provides all the pilots for the fixed and rotary winged aircrafts. Pilots are typically veterans of the U.S. Military and all are current in their FAA licensing requirements. BWA pilots rotate in and out of Iraq while maintaining certification in the US, because they are expected to fly in the United States while not on duty in Iraq.

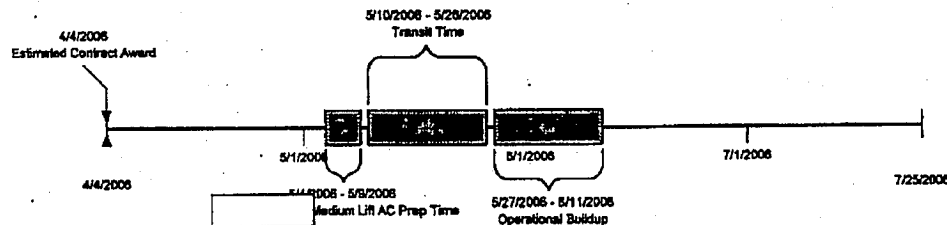
All PSS Professionals operating the APC's receive three (3) weeks training in Iraq and are selected based on experience with armored units in the U.S. Military. As with all Blackwater programs, operators of all types of transportation maintain in service training as operations permit.

6.3 Deployment of Transportation

All forms of transportation referenced in this task order are currently deployed and operational. Blackwater will deliver [redacted] medium lift helicopters and crew. The [redacted] will be moved from CONUS to Baghdad via cargo aircraft, [redacted] The total transit time to include shipment preparation and disassembly (shipment to include fuel stops and layovers, unloading and reassembly at [redacted] for ferry flight and conformity and return to service to include test flight at [redacted] is anticipated to take [redacted] days from each shipment to be placed into 100% operational service.

B2

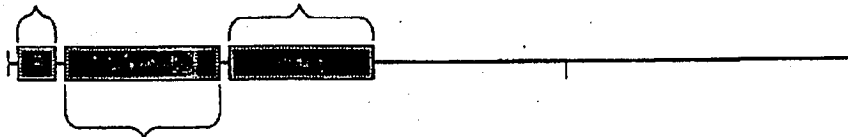
B2



B2

[redacted] will be ready for shipment at contract award +60 days with the same ship time and build up time.

B2



[redacted] will be ready for shipment at contract award +90 days with the same ship time and build up time.

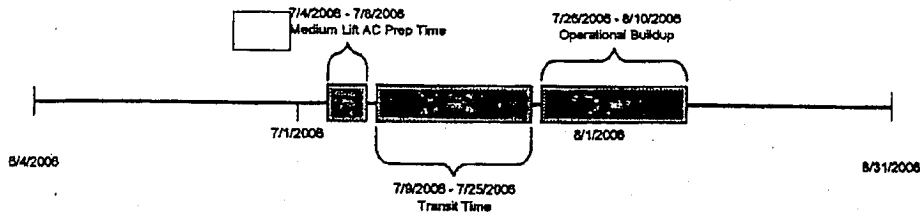
B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq



B2

Each shipment of aircraft will be accompanied by one technician for each airframe for the entire duration to ensure security of assets, proper handling, and availability of technical assistance during the course of the journey.

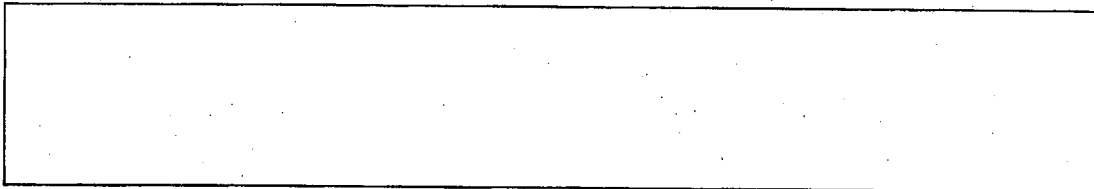
6.4 Re-Deployment

For re-deployment of PSS Professionals Blackwater will continue to rely on the system in place that brought our PSS Professionals into Baghdad and outlined above. PSS Professionals transit Amman and then Baghdad prior to moving to any additional sites.

6.5 Site Emergency

In the event of a medical or family emergency, Blackwater will coordinate with company owned aircraft; the most expeditious travel possible out of the country. If necessary, and permitting the airport is open, Blackwater can respond with the Metro on short notice. With the current volume of PSS Professionals Blackwater provides the Department of State, the Metro is required to fly on a regular basis.

6.6 Movement of Assets



B2

6.7 Licenses, Permits, Local Authorization

Blackwater maintains all TAA's and Export Licenses associated with the Task Order. Blackwater has a current Technical Assistance Agreement / DSP-5 with the Department of State Defense Trade Controls for the proposed Columbian Third Country National (TCN) Static Guard Force, reference Attachment F for copy of the DSP-5. Blackwater is also submitting a TAA for El Salvadorian Guard Training as well, in anticipation of surge requirements or political policy changes in Columbia that could affect Columbia's legal stance on the U.S. Mission in Iraq. This will allow for a viable backfill of the Static Security requirements for the WPPS II Camp in the event Blackwater is required to make a change.

As of January 19, 2006 items such as body armor, GPS, [redacted] Kevlar helmets and other similar defense articles previously requiring an export license from the Department of

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

State, Defense Trade Controls became the jurisdiction of the Department of Commerce. This jurisdiction change allows for an expedited response time in deploying this equipment as well as quick response bulk shipping.

BWA has received a waiver from the FAA authorizing operations in support of the Department of State mission in Iraq. Having received the waiver Blackwater has already invested the months necessary to obtain clearance to operate legally in Iraq with fixed and rotary wing aircraft. The waiver received is valid through the life of Blackwater's contract with the Department of State. Please reference Attachment G for a copy of the approved FAA waiver.

7.0 Logistic Management Plan

Blackwater's extensive logistics capability is being employed successfully throughout the world, including in Baghdad, Iraq. Our success in sustaining deployed PSS is due to our very capable logistics experts and thorough logistics management planning processes.

Blackwater's standard Logistics Management Plan takes into consideration the overall Task Order logistics requirements, the availability and source of items to fulfill those requirements, comprehensive planning, and proper execution -- from procurement to distribution. Each Logistics Management Plan is keyed to the Blackwater OP Plans, the pre-defined operation plan specific to theater and threat. As a result, specific Logistics Management Plans dictate the degree to which we can leverage in-country partnerships for life support, housing, vehicles, uniforms, equipment, local services, as well as morale needs. The plan also takes into account any licensing concerns that may affect Blackwater's ability to deploy and/or begin operations in a seamless manner.

Blackwater, as one of the incumbents of this Task Order, has already established logistic support elements for quick response to urgent requirements however; proper planning allows Blackwater to provide Just In Time (JIT) procurement processes.

7.1 Procurement of Any Items

Blackwater has current inventories of all required CFE outlined in Task Order 2006-0006 to include medical supplies, vehicle maintenance supplies and parts.

Blackwater will procure upon award of task order 2006-0006 repair parts for the government furnished weapons inventory to the level Echelon two (2) maintenance level allowable for the armors. Additionally, Blackwater purchase additional Iraqna phones, Sim Cards and Scratch cards for the personnel identified in the task order. Blackwater will take into consideration the incumbent inventory provided in attachment 1 of task order 2006-0006 and Blackwater's current Iraqna phone inventory to ensure all resources are considered prior to purchase.

Blackwater will procure sustainment medical supplies and office supplies on an as needed basis to insure all needs are properly met.

All cleaning supplies, maintenance supplies and food delivery will be provided by the sub-contractor.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

86

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

7.2 Security

All supplies, equipment, food and tools will be stored and safeguarded from the general public. Only authorized personnel such as members of management, shift managers and other authorized personnel will be permitted access to store areas.

The warehouse will be secured in the evening hours as will the armory, vehicle maintenance area, DFAC kitchen, offices and medical offices during off duty hours. Additionally, these areas will be watch stops for the roving patrol guard starting as early as 5:00 pm everyday until 8:00 am the following morning. Constant patrolling of these areas will deter theft.

Additionally, Blackwater will utilize the [redacted] as the fully compliant and a cost effective [redacted] solution for the Baghdad Task Order. Blackwater's selection includes all the components necessary to conduct the operations and provide the necessary reports. It will operate using handheld [redacted] Stainless steel Wand that we selected for its durability and reliability that will read iButtons placed at the inspection stations throughout the camp. Blackwater will coordinate with the Government of the placement of the 36 inspection stations. If the Government or Blackwater determines a greater number of inspections stations are required these can be added with a nominal cost (see quote for unit cost). In addition each guard will be assigned a [redacted] Identification tag so that use of the wand during inspections will be attributed in the reporting to the person (i.e. guard, supervisors etc.) conducting the security checks or using the [redacted] Stainless steel Wand. Once the checks are conducted the system will download the data into the Guard Force Commander's computer in the Guard operation center printing a hard copy report that will be provided to the Blackwater's deputy Program Manager for Operations and then further distributed per paragraph number 4.3.7.4.3. Lastly, [redacted] specifications and information is provided as Attachment J to this proposal.

B2

The WPPS II Camp is also secured with video surveillance that will be constantly monitored by a member of the static guard force to further limit access to controlled storage areas and facilities.

7.3 Inventory

Blackwater's in-country Project Manager will utilize the Blackwater Inventory Control System (ICS) for all warehousing functions associated with Task Order 2005-0004 GFE/GFP and CFE/CFP. Inventory item will be assigned to a specific Team Member and effectively "checked-out" and "checked-in" as required. The Project Manager will not only adhere to the Inventory Report requirements (4.6.k, 4.4.m) as stipulated in the base contract, the Project Manager will also conduct random inventory audits and will provide a report of findings to the RSO or his designee. Sensitive equipment and resources, such as weapons, night vision devices, etc., will be evaluated for condition and accounted for daily. All inventory data will be sent electronically, through encrypted means, to Blackwater for consolidation and provided to the RSO, the COR, DSHTPOPs and DS/HTP Baghdad, Iraq Program Manager.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

87

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- **Blackwater Inventory Control System**
 - In-Coming Inventory Transition
 - Receive GFP
 - Conduct Thorough Inventory
 - Input Inventory List Into Blackwater ICS (Access based)
 - Issue Inventory Report and Submit to COR for Approval
 - Quarterly Inventory
 - Conduct a GFP Inventory
 - Compare Inventory to ICS
 - Investigate Deficiencies
 - Issue Quarterly Inventory Report
 - Submit Loss of Asset Report (if necessary)
 - Government Inventory Review
 - Support Inventory Inspection by the COR or Designee
 - GFP Transfer at TO Close-Out
 - Issue Inventory Report With Location and Disposition
 - Arrange for Asset Transfer
 - Produce, Execute, and Submit Transfer Completion Notice
- **Method:**
 - Utilize Access Based Barcode system
 - At Moyock
 - In-Country inventory control with electronic data transfer
 - Utilize Blackwater Accountability Procedures
 - Project manager is ultimately responsible for the accountability of all items
 - In-country ALSS and LPMO ALSS have online access to the ICS
 - In-Country ALSS assist in the inventory control and reporting functions

Blackwater will implement controls to ensure that equipment is tracked to the lowest level of issue. Equipment will be assigned tracking numbers upon acquisition via a bar-coded property tag. The property tag number and serial number of the item will be recorded in a COTS database. Upon turn over, transport or issue, this data will be recorded and updated in the database. The software will allow generate the following reports:

- All Assets by Asset ID
- All Assets by Location
- Assets at One Location
- Assets with Duplicate Serial Numbers
- Assets Not Found in Date Range
- Inventories in Date Range
- Inventory History for One Asset
- New Assets in Date Range
- Assets Changes Report
- Transfer History for One Asset
- Transfers in Date Range
- Detailed Asset Inventory History

Sample Report

Asset ID	Description	Location
101
102
103
104
105
106
107
108
109
110

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The software was generated in Microsoft Access. This ensures compatibility for most office platforms and allows for ad hoc data exports and custom reports.

The COTS hardware used will be a rugged Palm compatible reader what will sync database via a RS-232 serial cable. The data can be read directly through the reader or accessed through the software for reporting, editing or exporting.



It is anticipated that the equipment identified in the TO RFP, paragraph 21, Government Furnished Equipment/Property and paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, Contractor Furnished / Government Owned shall be in working condition. Blackwater will acquire all Contractor Furnished Equipment as identified in the TO RFP, paragraphs 18, 19, 20, and transfer to the RSO as applicable upon TO termination.

7.4 Sustainment

As outlined in paragraphs above Blackwater will ensure sustainment equipment, materials, tools, supplies and food and water will be provided to support all daily operations of the WPPS II Camp.

7.5 Plan to Protect Against Misuse and Abuse

Blackwater will ensure there are no risk of misuse and abuse of government furnished and contractor furnished property. As part of a firm fixed price proposal it is imperative the contractor have property inventory, use and purchasing controls in place. The risk is on the contractor to insure misuse and abuse does not occur as cost is at the expense of the contractor and not the customer.

To ensure government furnished property is not abused and misused Blackwater will conduct regular inspections of gear and equipment to determine condition and monitor all gear wear and tear. Proper records, reporting and monitoring is key to assuring property will be properly cared for and maintained. In the event it is determined a member of the Blackwater team has misused or abused any equipment to include housing equipment the individual will be counseled, terminated and the expense of the equipment will be deducted from the individuals last pay check.

7.6 Veterinary Support, Aviation Support, Communications, Medical Equipment and Supplies

Veterinary Support:

Blackwater provides turnkey EDD and handler services. Blackwater's elite teams of EDD and handler are accompanied by a level of service that is second to none. The turnkey EDD services include veterinary services, housing, transportation and subsistence.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

89

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Veterinary care and disease for deployed canines is conducted based on a four tier procedure.

- Tier 1 – Handler's daily care, inspection and minor treatment. (Handler's are issued a minor treatments first aid kit consisting of gauze, bandages, vet wrap, cotton swaps, liquid bandages, tweezers, EMT shears, Hemostat, K9 Rectal Thermometer, iodine, eye wash, hydrogen peroxide, alcohol pads, Chlorhexiderm flush, etc)
- Tier 2 – Handlers will contact the Physician's Assistant for minor medical matters beyond their capabilities.
- Tier 3 - Handlers will liaison with and utilize the services of American Military Veterinarians for major medical issues.
- Tier 4 – Evacuate and replace the canine with a new asset to complete the mission.

Aviation Support:

While aviation supports and is integrated into a number of elements of this task order proposal Blackwater has provided all aspects of the aviation support in this section to facilitate a more comprehensive understanding of what Blackwater is offering. As the first aviation company to work with the DoS and WPPS II Program in Iraq, BWA possesses the unique experience of having worked in partnership with the military and DoS to lay the groundwork for all existing civilian aviation logistics support in Iraq today. We were literally part of the groundbreaking team for US operations in Iraq. We have experience providing the logistical support to our aircraft, as well as working the intricacies of austere locations, international shipping, customs, and immigration. Please reference the attached aviation support proposal for comprehensive concept of operations, detailed Aircraft Suitability Analysis, and management plan. (Reference Attachment K)

We are confident in saying that BWA is the low-risk, proven-performer among aviation contractors potentially qualified for this mission and the sole contractor able to provide a seamless transition into contract operations with virtually no down time. The following factors, detailed herein, are the foundation of our confidence in these claims:

- Longstanding in-country presence partnering with the US Military and DoS from Day 1
- Intricate knowledge of and demonstrated success working in and overcoming obstacles in the austere and challenging operating environment,
- Ready-access to, expertise in, and top talent for operating the aircraft-of-choice for this mission
- Excellent, established relationships with all private and public sector elements involved in the mission
- Current functional FAA Part 135 Air Carrier with US DoD approval to operate aircraft in support of the US Government. This provides operational depth to draw from in the US; we are not just operating a services contract
- We are also an operational FAA Part 145 repair station in the US. This provides the depth to support the fleet of aircraft from our fixed base in the US – again, not just supporting this service contract

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

90

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- All BWA Management are highly experienced Aviation Managers with all key managers being rotary and fixed wing pilots

Operations:

All BWA flight operations procedures address and structure our air operations to conform to FAA and/or DoD air operations requirements. Our flight planning areas have detailed flight-planning resources, access to current and significant weather (NOTAMS, weather forecasts and advisories), security, and flight following information allowing crew members to properly plan all aspects of their missions.

- Washington Landing Zone (WLZ) Access: Blackwater Aviation currently provides four [redacted] helicopters in support of WPPS. All aircraft are operated from WLZ in the International Zone.
- Fuel: Fuel is provided by the U.S. Army on-site. Blackwater Aviation has a DODAC Number issued allowing us to receive fuel from all military organizations throughout Iraq. We have developed with DoD/DoS the rapid re-fuel capability in place, detailed in our RSO/DoD-approved Rapid Re-fuel Procedure/Plan.
- SOPs: We developed a Site Safety Plan, which is audited quarterly by BWA upper management. We have an overall site-level RSO-approved Standard Operating Plan (SOP) that includes detailed sections addressing Operations, Weather, Crew Management, and a full-spectrum of aviation-specific topics. We maintain specifications, drawings, standards, manuals, and guidelines for all helicopter and airplane operations. We developed and keep updated all documentation relevant to our FAA-approved General Operations Manual (GOM), General Maintenance Manual (GMM), aircraft record-keeping system, and training programs.
- Relationship with DoD at WLZ: We worked in conjunction with the military to create WLZ and the embassy annex. The U.S. Army controls operations at WLZ, and we continue to interface with them on needs and facilities maintenance. BWA continues to have a very good relationship with U.S. Army at WLZ.
- Office Space: DoD provided one operations trailer at WLZ that we still occupy. The increase in activities and personnel brought on through this new tasking will require additional space. As with all new needs and changing requirements that we have dealt with during our tenure in Iraq, we will work in cooperation with the DoS/DoD to determine the most viable solution at the appropriate time.
- Maintenance Locations: All maintenance and support functions in country are based at the sole aircraft hangar at WLZ. BWA has constantly improved and expanded our support capabilities since the facility was first erected in the spring of 2004. Although there was a robust initial provisioning at the contract inception, we have continually added to the tools, support equipment, and spares to enhance the reliability of the current operation. Our current capabilities allow us to perform all airframe maintenance requirements at WLZ without the need to relocate the aircraft for major maintenance. From previous experience and lessons learned, we feel confident the additional support package proposed is necessary to provide a high degree of quality and reliability for the various mission taskings. These decisions were made based on the experiences learned from operating at this location for the past 28 months. BWA management and on-site crews continually examine areas that could be improved and takes actions to increase reliability and safety as well as increase in-house capabilities.

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

91

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

FAA SFAR 77 and Part 119 Waivers:

FAA SFAR 77 prohibits certificated aircraft and FAA-licensed pilots from operating in Iraq; a waiver for SFAR 77 must be obtained prior to deploying pilots and aircraft to Iraq. As the first civilian aviation presence in Iraq, BWA broke new ground in successfully negotiating the waiver process more than two years ago. With the support of the CPA, BWA drafted the first letter requesting a waiver to SFAR 77 and succeeded in obtaining the waiver.

With the increased movement (to and within Iraq) of personnel deemed critical, we have continued our groundbreaking negotiations with the FAA to optimize the US mission in Iraq: in 2006, we petitioned for an exemption to FAA Part 119 prohibiting passenger conveyance in Iraq. Upon review of our petition and our Risk Mitigation Plan accompanying it, the FAA agreed. As a result: *BWA is the only aviation company in existence holding FAA waivers to both SFAR 77 and Part 119, certified as valid for the length of time we are on contract in Iraq with the DoS.*

We are therefore the only aviation company that can guarantee no lag time and no mission start-up impact for the application and approval process of these waivers, a process that will present challenges to any other organization.

Proposed Aircraft to Meet Task Order 2006-0006 Requirements:

We propose to conduct operations under this TO using our [] current/in-place [] and an additional [] medium-lift helicopters. The [] have excellent performance characteristics for the demanding mission requirements in Baghdad (as described in Section c. below) but very limited passenger capacity (though it can be increased through modifications and we have used them for passenger transport when needed). The medium lift helicopters are better suited for mission support requiring greater passenger capacity. We believe the combination of our current [] and the medium lift helicopters we are proposing will be the ideal solution for optimum support to missions of widely varying requirements.

B2

Aircraft Selection:

Based on our operational experience gained from the past two plus years of operating in Iraq, coupled with our extensive understanding of commercial aviation, we evaluated several well-known and some lesser known aircraft that could meet the mission criteria. Drawing on this experience, we based our selection on the following criteria:

- performance
- reliability
- maneuverability
- survivability
- history of the aircraft
- airframe and parts availability for maintaining service in the Iraq environment, and
- timeline to place the aircraft in service

Additionally, as a commercial aviation company, we required three additional criteria be met and verified that both aircraft we are proposing meet these criteria:

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

92

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Commercial availability (with airworthiness a standard category vs. a military aircraft requiring a special FAA or STC permit to operate)
- FAA certificate of airworthiness
- Ability to operate under our Air Carrier Certificate

Communications:

Blackwater will utilize government furnished [redacted] Radio's for operation in Iraq in accordance with TO 2006-0006.

B2

Blackwater will furnish cellular phone communications in support of TO 2006-0006 for local service for all PSS personnel and support personnel. The cellular phones service commonly utilized in Baghdad Iraq and most surrounding areas are the Iraqna phones, SIM Cards and Scratch Cards. Blackwater currently utilizes Iraqna phones in-country and has contacted ZIAD and Stars to contract for additional equipment and services to accommodate the additional person requirements upon TO award.

Blackwater currently utilized Government Furnished [redacted] phones for all members of leadership to Shift Leader and 1 for each PSS support personnel. This includes battery chargers and replacement batteries to support the communications requirements.

B2

Blackwater will utilize the incumbent contractor furnished, government provided Radio Kits, Portable Handheld VHF radios, batteries and chargers for the TCN Static Guard personnel as outlined in Attachment 1 to Task Order 2006-0006. Blackwater will maintain adequate replacement equipment in inventory in Baghdad to ensure operations are not affected by inoperable communications equipment.

Medical Equipment and Supplies:

Blackwater will provide all sustainment supplies required to support a medical facility for over 600 personnel. Blackwater will utilize all government furnished equipment and supplies outlined in Attachment 1 to Task Order Request 2006-0006. Blackwater proposes augmenting the currently government furnished equipment with the list of medical supplies itemize in the attached cost proposal.

- All controlled substances and medical equipment will be properly safeguarded and secured utilizing a key locked refrigerator for temperature controlled substances and cabinets locked room temperature substances which are enclosed in a cipher locked office.
- The Medical Facility will be secured during off duty hours utilizing a cipher lock and key system. The cipher code and lock key will be the sole responsibility of the Physicians Assistant.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

93

UNCLASSIFIED

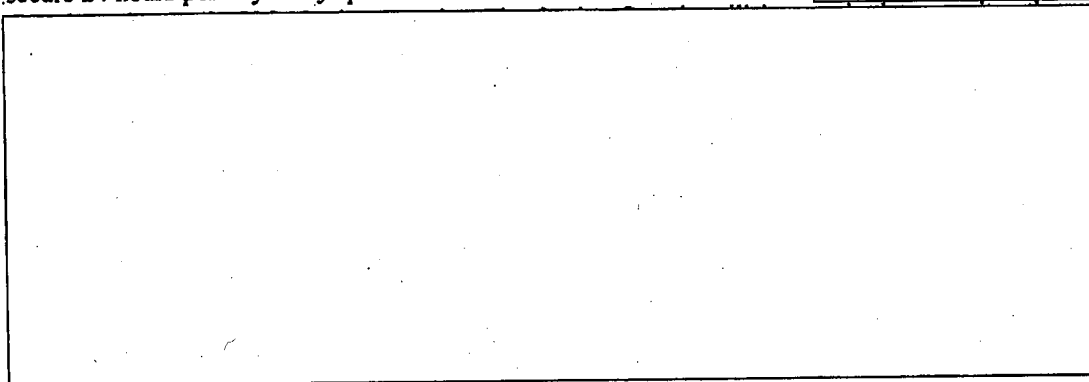
UNCLASSIFIED

8.0 Security Plan

Blackwater will utilize the existing video surveillance system in place at the WPPS Camp to provide 24 hour per day 7 day per week surveillance of the camp operations and all entries and exits. The surveillance system will be monitored by a member of the static security guard contingency at all times. Any suspicious activity will be reported to the Senior Guard via the incumbent furnished / contractor sustained handheld radios. If the incident warrants additional assistance the Senior Guard will alert the chain of command for guidance. In an emergency situation the static guard will hit the emergency PA system to alert all guards and residents of a problem.

The Guard Force will work in [redacted] shifts of [redacted] to ensure the WPPS II Camp is secure 24 hours per day 7 days per week. Each shift will consist of eleven [redacted]

B2



Blackwater has researched and selected [redacted] as the fully compliant and a cost effective [redacted] solution for the Baghdad Task Order. Blackwater's selection includes all the components necessary to conduct the operations and provide the necessary reports. It will operate using handheld [redacted] Stainless steel Wand that we selected for its durability and reliability that will read [redacted] placed at the inspection stations throughout the camp. Blackwater will coordinate with the Government of the placement of the 36 inspection stations. If the Government or Blackwater determines a greater number of inspections stations are required these can be added with a nominal cost (see quote for unit cost).

B2

In addition each guard will be assigned a [redacted] identification tag so that use of the wand during inspections will be attributed in the reporting to the person (i.e. guard, supervisors etc.) conducting the security checks or using the [redacted] stainless steel Wand. Once the checks are conducted the system will be down the data into the Guard Force Commander's computer in the Guard operation center printing a hard copy report that will be provided to the Blackwater's deputy Program Manager for Operations and then further distributed per paragraph number 4.3.7.4.3. Additional [redacted] specifications and information is provided as Attachment J to our proposal.

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

8.1 Facility Security

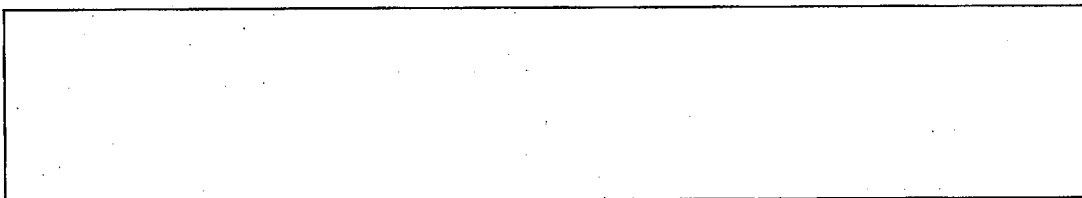
All WPPS II Camp facilities will be locked by the facility supervisor or area manager after operating hours are complete. The roving guards will perform security checks of all operational facilities to non-operational hours. These facilities will include but are not limited the warehouse, vehicle maintenance facility, office space, medical offices, DFAC, armory, IT office, generators, gym, laundry facility, etc.

8.2 WPPS II Camp

The WPPS II Camp security will be performed by the Static Guard contingency outlined above in section 8.0 Security Plan. The roving Senior Guard will ensure the WPPS II Camp security is alert and fit for duty on an hourly basis. The roving Senior Guard's progress will be monitored by the [] will ensure the Senior Guard visits every post outlined above as well as all [] emergency exits. The Guard Force Commander will run the [] report daily to ensure all watch stops are being visited hourly, in a timely fashion and by the designated guard.

B2

8.3 Armory



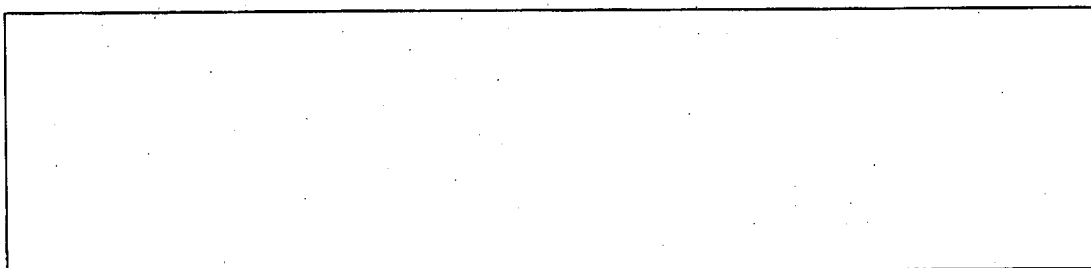
B2

8.4 Medical

The medical offices in the WPPS II Camp will be included as a watch Stop equipped with the [] tracker for the roving static guard. During operating hours the medical offices and storage will be limited access restricted to only the personnel named on the Access Control List. There will be a sign in log at the medical office to monitor and track access and visitation.

B2

8.5 Area 51



B2

8.6 Kennels

The Kennels in the WPPS II Camp will be included as a watch Stop equipped with the [] tracker for the roving static guard.

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

95

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

9.0 Transition Plan

It is imperative that a transition plan be developed and executed that will meet DS Standard Operating Procedures (SOPs) and that will facilitate a transparent transition from incumbent contractors in order to avoid gaps in service and maintain continuity of protection for the client. Blackwater has developed and will implement this comprehensive transition plan with senior management oversight.

Approach:

- Achieve a Seamless Transition From the Incumbent Contractor Without Affecting the DS Mission, Without Gaps in Service, or Impact on Protection
- Develop and Execute a Comprehensive Transition Plan
- Employ a Transition Quality Assurance Program

The plan will commence with a Post TO award meeting with the incumbent, RSO, COR, and HTPD personnel (Iraq DS/HTP Program Manager). They will be given updated requirements, review defined roles and responsibilities, implement performance standards as required, assess the transition plan, obtain DS/HTP approval, and ensure coordination among all parties to alleviate any misunderstandings. As part of our standup/ready for operations plan Blackwater will develop a contingency plan in case the incumbent chooses not to participate in transition activities.

Blackwater has a history of successfully completing transitions for various government agencies. The most visible recent transition took place in April of 2005. Blackwater was awarded five posts that were covered by a competitor in Northern Iraq. The contract required mission assumption within two (2) weeks from award. Blackwater deployed over 150 personnel to regions where Blackwater did not currently have a presence and accomplished this despite an uncooperative incumbent.

In addition, Blackwater transitioned the above mentioned facilities from a DoD contract to a WPPS contract as well as transitioning the South Central Region in Iraq from a DoD contract to a WPPS contract.

In February of 2006 Blackwater was awarded the Kabul Task Order from an incumbent. Blackwater conducted the transition based on the Task Order Management Plan submitted to the Department of State. Using this plan as a guide Blackwater already had the individual PSS Professionals and support staff identified and the only unresolved issue was ticketing and country clearances. Blackwater has successfully completed the transition of teams well ahead of the anticipated mission assumption date as stated on the Time Line in the TOMP and has done so with the assistance of some of the incumbent key leaders. Now that all personnel are in country and the mission is assumed Blackwater is beginning an initiative that will result in a significant savings to the Government by modifying the TOMP to satisfy the RSO's concerns. Blackwater Teams and management have remained flexible with the needs depending on the needs of the Department of State and fully cooperated with the incumbent.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

96

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

A separate in-country transition plan meeting will take place to discuss milestones and activities, meet with the RSO to review rules of engagement, establish a list of daily contacts, refine DoS reporting standards and our risk assessment and mitigation strategy. Major milestones to be performed/items to be considered are:

- **Methodology:**
- **Planning:**
 - Develop Contingency Plan in Case Incumbent is Not Participating in Transition Activities
 - Post TO Award Kickoff Meeting With Incumbent and COR:
 - Updated requirements
 - Transition plan review and coordination
 - Roles and responsibilities
 - Transition performance standards
 - Dispute/discrepancy plan
 - In-Country Transition Planning Meeting:
 - Establish daily contact/meeting plans
 - Develop a risk assessment and mitigation strategy
 - Turnover
- **Reporting**
 - Daily Contact Between In-Country Project Manager
 - Weekly Status Reports by Project Manager
 - Weekly Meeting With In-Country Project Managers
 - Weekly Status Report to WPPS Program Management and COR
 - Issues/Discrepancy Report – As Needed
- **Life Support**
 - Inspect and revise facility maintenance plan
 - Coordinate subcontractors transition into all services
- **Assignment Transition**
 - Review Log Books
 - Review upcoming schedule of events
 - Transition key points of contacts
 - Review rotation schedules and distribution of skill sets
 - Shift Leaders to orient new protection detail
 - Meet with translators/interpreters (if applicable)
- **Asset Transition**
 - Verify serial numbers, condition, and locations of GFP inventory:
 - Weapons
 - Ammunition
 - Vehicles and parts (including condition of glass and armor)
 - Communications gear

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

97

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

- Other equipment
 - Review maintenance logs
 - Develop Non-Working Condition or Missing Asset Exception Report
 - Complete GFP Property transfer documentation
- Supplies and Equipment
 - Establish a formal supply line for repetitive reorder
 - Establish procedures for local procurement authority
 - Provision necessary supplies and equipment from local sources
 - Establish a standard equipment list to ensure interoperability
- Turnover
 - Turnover keys to all assets and facilities
 - Conduct final detail with incumbent Shift Leader accompanying new Blackwater detail (Ride Along)
 - Provide updated transition checklist to COR
 - Notify RSO, Embassy, and COR
 - Issue final transition status report
 - Conduct "Go Live" kickoff meeting with entire new Blackwater Team

The full transition from the current WPPS contract to the WPPS II Contract shall be completed by August 31, 2006 for Task Order 2006-0006.

9.1 Interface with Existing Contractor (If Necessary)

Upon notification of award Blackwater, as one of the incumbents, plans to extend an offer (after coordination and approval of DSHTPOPs) of employment to all of the incumbent Dyncorp PSS personnel. The incumbent personnel will be given ample opportunity for a question and answer period for the purpose of answering questions pertaining to the transition in general as well as their retention by Blackwater. Based on past experience it is anticipated that at a minimum, 50% of the incumbent personnel will likely opt to continue on contract with Blackwater post award. Blackwater will coordinate with DSHTPOPs to determine the likely release dates of personnel deemed to be key components to a successful transition and move forward as directed. Blackwater will make arrangements to have adequate administrative staff on hand in order to facilitate contract resigning as well as the updating of incumbent PSS personnel's DoS Biographical information for resubmission to DSHTPOPs for review and approval.

9.2 Co-Authorship of Transition Plan

Blackwater recognizes that it is imperative for the transition plan to be executed through a cooperative effort with the incumbent. In order to accomplish this task Blackwater Management will arrange to meet with the incumbent and the RSO post award in order to review the transition plan in its entirety. Adjustments will be made to the transition plan as necessary in order to accommodate specific needs of the incumbent and Blackwater, with the approval of the RSO.

This will help to ensure a smooth and transparent transition from the incumbent as well as avoid gaps in service while maintaining the continuity of protective operations for the client. An example of the implementation of this plan would be the teaming of like or parallel respective personnel based on labor classifications, Blackwater to incumbent, in order to facilitate an

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

98

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

accurate inventory and turnover of equipment and facilities. Blackwater USA, along with OCONUS management have developed and will implement this comprehensive transition plan with daily oversight from senior management.

9.3 Analysis of On-Site Resources;

During the pre-award advance Blackwater deployed a 3 person advance team and reviewed the onsite resources for suitability, functionality, and to best determine how to best deploy those resources upon award. Blackwater is currently the largest consumer of onsite resources and upon award will conduct a thorough evaluation of all on-site resources in order to ensure that all are in safe working order and useable when assumed by Blackwater under this TO. The analysis will be a mutual effort between Blackwater and incumbent personnel. Any deficiencies will be noted accordingly and a detailed report will be submitted to the DSHTPOPs, RSO Baghdad, and incumbent management for review post inspection.

9.4 Identification of New Resources

Blackwater has identified the [redacted] Medium Lift Helicopters and [redacted] [redacted] as the two (2) main assets required as new resources for task order 2006-0006.

B2
B2

Blackwater in support of Task Order 2006-0006 will procure the requisite [redacted] Medium Lift Helicopter, reference Attachment K for a comprehensive proposal, and the [redacted] [redacted] outlined in section 8.0 Security Plan.

B2

9.5 Timetable for Procurement

Blackwater has reached agreement with subcontractors for the following services, Blackwater has identified Gulf Catering Company (GCC) headquartered out of Kuwait as its subcontractor for the DFAC requirement of this task order. GCC will fall under Blackwater as a subcontractor not more than 5 days following the task order award

Blackwater has identified Gulf Catering Company (GCC) as a subcontractor for the maintenance, grounds keeping, laundry and housekeeping service provider for the requirements of this task order. GCC will fall under Blackwater as a subcontractor not more than 5 days following task order award.

Blackwater has identified Greystone, LLC as its subcontractor for the Third Country National (TCN) Static Guard requirement of task order 2006-0006. Greystone LLC will fall under Blackwater as subcontractor not more than two (2) days following task order award.

Procurement time table for all equipment designated as CFE such as, personnel armor and load out kit, administrative supplies, armory equipment, and industrial supplies represent an ongoing procurement effort through which Blackwater relies on several corporate suppliers that have long term relationships in place.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

99

UNCLASSIFIED

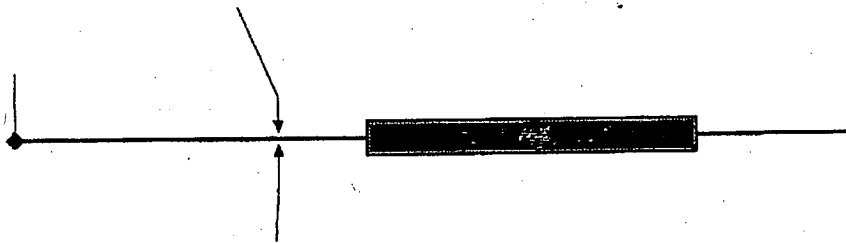
UNCLASSIFIED

9.6 Timetable of Deployment

Blackwater will assume responsibility for WPPS support facilities and the DFAC within 70 days of award without any interruption of service. Blackwater Deputy Project Manager of Facilities, Deputy Project Manager of Support, Facilities Engineer, Logistics Manager, Business Manager, and Billeting Manager will be deployed following award for purposes of coordinating final transition plans between the acting incumbent and Blackwater in-country management as they assume their roles and instruct subordinate leadership throughout the turnover.

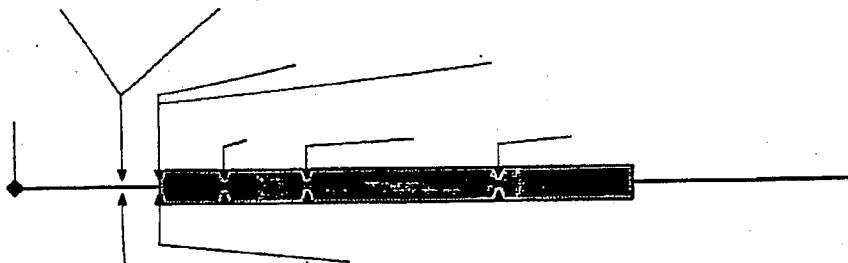
9.6.1 DFAC Deployment

DFAC procurement will occur in accordance with the following timeline assuming a contract award date of April 4, 2006. The total time for Blackwater to coordinate with the incumbent and to assume responsibility for the DFAC is not more than 30 days from estimated date of award. Contract award date is used for illustrative purposes only, assumption start dates can be adjusted as required.



9.6.2 Facilities Deployment

Procurement of maintenance facilities to include warehousing, laundry, vehicles, payroll, travel, assignments, indoctrination, housekeeping MWR, and related commodities are shown below under facilities procurement timeline. The total time for Blackwater to coordinate with the incumbent and to assume responsibility for facilities is not more than 70 days from estimated date of award, includes filling all required ALSS positions.



Blackwater USA

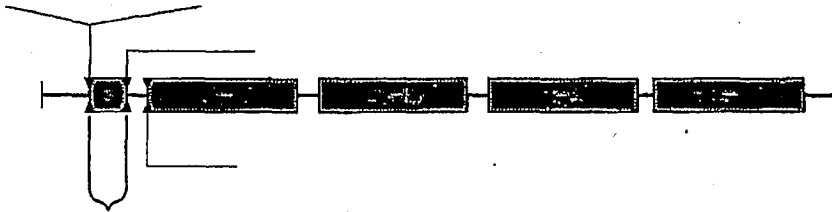
Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

9.6.3 Guard Force Deployment

Guard Forces deployment will begin occurring within 13 days of award, in cooperation with the incumbent guard forces will be changed over the length of the maximum period allowed in order to preserve ongoing institutional knowledge and to insure reliable continuity of service.



9.7 Analysis of Available Personnel Resources

The following tables reflect current manning in conjunction with Amendment 5 on the original Blackwater Camp Baghdad WPPS-I, personnel in training, and total manning required to reach 100% manning on this WPPS II Task Order.

WPPS II Camp Baghdad Guard Force, WPPS II Camp Baghdad Facilities/Support, PRS Support a of PRS Management	Qty	Deployment/Training Dates	
Already Deployed	4/13/2006		B2
Forward Deployed/Awaiting Transport into Baghdad			4/13/2006
Deployable/Not Deployed			DDL Guard Force
Trained/Awaiting Clearances			
In Training (Dates)		Reference Section	
Required for Deployment			
Project Manager (Overall)		Deployed	Guard Force
Deputy Project Manager (OPS)		Deployed	
TOTAL		Fully Transitioned Upon Contract Award	
WPPS II Camp Baghdad Guard Force, WPPS II Camp Baghdad Facilities/Support, PRS Support		Deployment/Training Dates	4/24/2006
Already Deployed			Guard
Forward Deployed/Awaiting Transport into Baghdad			
Deployable/Not Deployed			
Trained/Awaiting Clearances			
In Training (Dates)	4/4	Reference Section	
Required for Deployment			
Explosive Detection Dog (EDD)/Handler		Deployed, increase in deployable within two weeks of contract award.	4
			Female Sc

Blackwater USA

4/13/2006 - 4/20/2006

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

Guard Force Transition Planning

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2

Explosive Detection Dog (EDD)/Handler/Kennel Master
Range Master/Firearms Instructor (OCONUS)
PSS-Operations Chief
Operational Security Specialist
Detail Leader/ Guard Force Commander
Deputy Detail Leader/ Deputy Guard Force Commander
PSS/Senior Guard Shift Supervisor
PSS/Senior Guard
Guards
Screeners (female)
Translators
Air Asset Controller
ALSS
Intelligence Analyst/Team Leader
Intelligence Analyst
Senior Armorer

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

102

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2

Armorer	
Senior FAV Mechanic	
FAV Mechanic	
Field Security Technician	
Deputy Project Manager - Facilities	
Deputy Project Manager - Support	
Business Manager	
Interpreters	
Facilities Engineer	
Billeting Manager	
Logistics Manager	
Warehouse Clerk	
Business Management Specialist	
Morale Welfare Recreation Clerk	
Expeditors	
Generator Mechanics	
Electricians	

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

B2

Maintenance Personnel	
Laundry Service Personnel	
Project Manager Communications VSAT/IT	
Communications Lead Technician VSAT/IT	
Communications Technician VSAT/IT	
Dinning Facility Personnel	
TOTAL	

Chief of Mission PSD	Qty	Deployment/Training Dates
Already Deployed		
Forward Deployed/Awaiting Transport into Baghdad		
Deployable/Not Deployed		
Trained/Awaiting Clearances		
In Training (Dates)		
Required for Deployment		
Detail Leader (Dedicated to COM Detail)		
Deputy Detail Leader (Dedicated to COM Detail)		
Shift Leader/Team Leader (Dedicated to COM Detail)		
Protective Security Specialist (PSS) (Dedicated to COM Detail)		
PSS/Firearms Instructor (OCONUS)		
PSS-EMT I (Dedicated to COM Detail)		
PSS- DDM (Dedicated to COM Detail)		

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

104

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

TOTAL	

B2

Embassy Baghdad PSD	Qty	Deployment/Training Dates
Already Deployed		
Forward Deployed/Awaiting Transport into Baghdad		
Deployable/Not Deployed		
Trained/Awaiting Clearances		
In Training (Dates)		
Required for Deployment		Reference Section
Detail Leader		
Deputy Detail Leader		
Shift Leader/Team Leader		
Protective Security Specialist (PSS)		
PSS/Firearms Instructor (OCONUS)		
PSS-EMT I		
PSS- DDM		
TOTAL		

B2

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

105

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Baquba PSD (Operating from Baghdad)	Qty	Deployment/Training Dates
Already Deployed		
Forward Deployed/Awaiting Transport into Baghdad	0	
Deployable/Not Deployed	0	
Trained/Awaiting Clearances	0	
In Training (Dates)		Reference Section
Required for Deployment		
Shift Leader/Team Leader		
Protective Security Specialist (PSS)		
Explosive Detection Dog (EDD)/Handler		
PSS-EMT I		
PSS- DDM		
TOTAL		

B2

B2

9.8 Timetable for Recruiting

Blackwater expects a reasonable rate of approximately 15%-25% incumbent turnover over the course of the entire transition from award to 100% manning on August 31st 2006. The timetable for recruiting is shown below against the expected timeline from award, assumption dates can be adjusted as required.

In conjunction with the incumbent and Department of State Blackwater will hold 25 day recruitment phase in which the incumbent's demobilization plan and continuing contractual efforts are carefully considered. Blackwater hopes to have all incumbent personnel moving to the Blackwater task order phased off the task order within 50 days for re-training before re-deploying to this or another Blackwater WPPS task order. Incumbents remaining on the task order under retention will be phased out under the discretion of the Department of State in cooperation with the contract winner and incumbent firm.

Blackwater has implemented a robust recruitment plan designed to facilitate the recruitment of quality WPPS training candidates for the staffing of this Task Order. Our vast recruitment resources consist of the below initiatives;

Blackwater USA

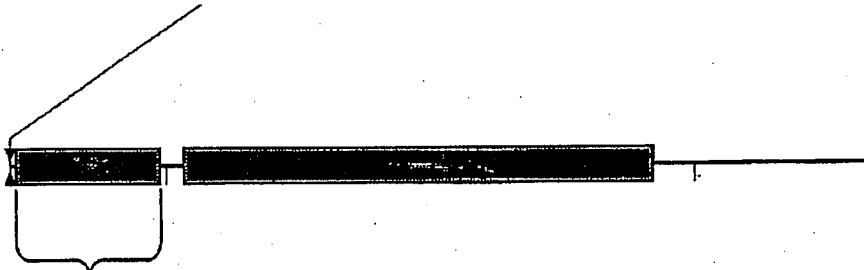
Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

- The Blackwater Operational Support Unit (OSU), a division staffed with [redacted] full-time employees that are dedicated to the recruitment, screening, and the submittal of all Blackwater WPPS candidates Biographical information to DSHTPOPS for approval.
- Blackwater recruiters, stationed at strategic locations throughout the country tasked with attending industry events, such as conventions and expositions for security professionals.
- A Monster.com and TMP Worldwide Services initiative, designed to give us the competitive edge in attracting and processing candidates for the support of the Department of State WPPS overseas operations.

B2



9.9 Analysis of Task Order Training Requirements

Blackwater has reviewed this Task Order and is fully aware of the training requirements outlined therein. In order to fulfill the training requirements of this Task Order Blackwater will accomplish the following classes per the DSHTPOPS and Department of State Training Center (DSTC) approved Blackwater 2006 WPPS training schedule (Attachment H) through August 31, 2006;

- [redacted] 40.5 hour WPPS II transition training courses.
- [redacted] 164 hour WPPS II training courses.
- [redacted] training courses.
- [redacted] Basic Field Firearms Officer Course (BFFOC) training courses.
- [redacted] Third Country National, Guard training courses.
- [redacted] 42.5 hour non-PSS / PRS training courses.

B2

The courses above will enable us to meet all staffing requirements in this Task Order. In addition to enabling us to transition our personnel from a WPPS I to a WPPS II qualification, the courses above will allow approximately 50 slots per month for the incumbents WPPS I IC's to transition to the WPPS II qualification standards. Those incumbent PSS Professionals that are not already qualified to the WPPS I standard 135 hour course will be processed through Blackwater's 164 hour WPPS II training course prior to redeployment.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

4/4/2006

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The training courses mentioned above will serve to provide us with the below numbers and types of WPPS II qualified personnel to staff this Task Order by August 31, 2006;

■	
■	
■	
■	
■	
■	

B2

**The numbers above account for class attrition, clearance requirements and the supporting other task orders currently contracted to Blackwater.

*** Reference section 4.0 Training Plan of this proposal for maximum numbers and types of WPPS II qualified personnel that the currently scheduled Blackwater WPPS II training courses can produce with maximum class capacity and without the consideration of factors mentioned above.

9.10 Timetable for Deployment

Listed below the following charts illustrate Blackwater's complete deployment rollout in Iraq from estimated contract award date of April 4, 2006, includes Camp Baghdad WPPS II requirements. Critical labor categories including PSS, [redacted] PSS-EMTI, and IA are also illustrated.

B2

Critical to meeting the following deployment schedule is the current training schedule outlined in the this task order proposal section 4.0, resources currently deployed on station referenced in section 9.7, and the possibility of absorbing a percentage of the current incumbent's work force referenced in section 9.8.

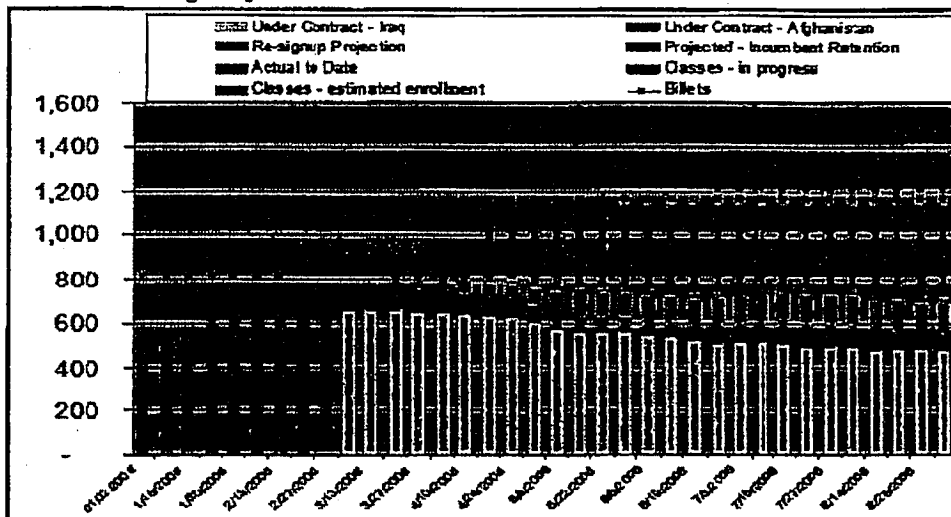
The following charts illustrate the planned deployment timeline significant assets obtained through incumbent recruiting (40 PSS incumbent retentions expected), current manning levels, conservative retention rates, and projected training gains are used to reach 100% manning requirements. Blackwater will be above 100% manning on all sites by August 31, 2006 including the Camp Baghdad task order without diluting present WPPS operations in other areas or counting on significant turnover by incumbents. Blackwater does expect to recruit more aggressively from the incumbent and those expectations are reflected in section 9.8 of this task order proposal.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

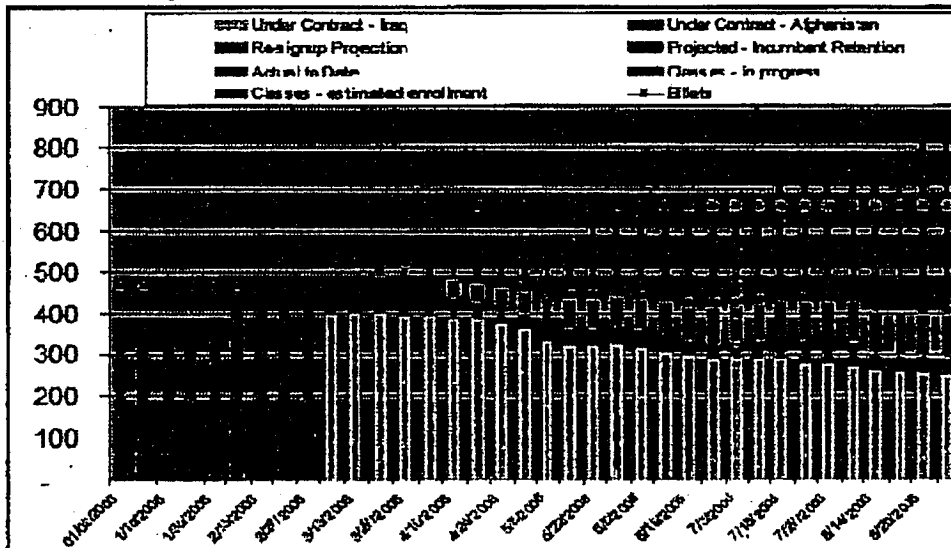
UNCLASSIFIED

Overall Manning Projection



This chart illustrates current projections based on conservative training expectations, contract re-signings (30% rate) and 40 incumbent transfers. Even with these conservative projections Blackwater will still fully man the Task Order by June 19 and retain the capacity to fill additional requirements. Please note; this chart reflects the manning needs of the Afghanistan Task Order as well as Northern and Southern Iraq that Blackwater currently supports.

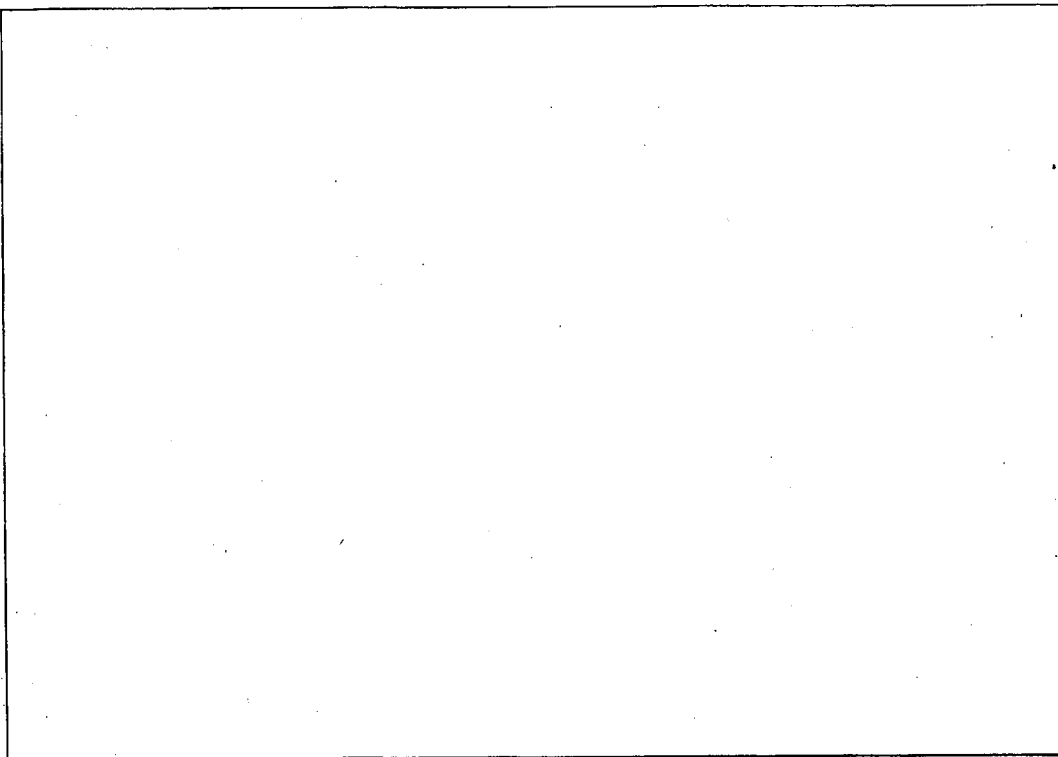
9.11.2 PSS Projection



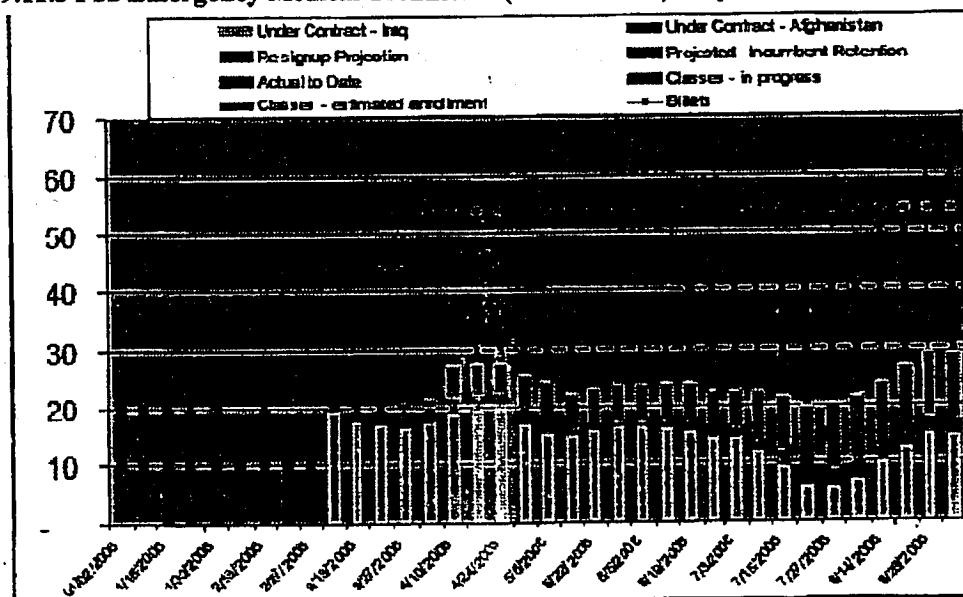
This chart reflects the ability of Blackwater to support the WPPS II Camp Baghdad with PSS without drawing from other WPPS requirements. Blackwater will be 100% manned for all WPPS requirements by June 19 with additional capacity for PSS billets.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators



9.11.5 PSS Emergency Medical Technician (Intermediate) Projection



Blackwater has the capacity to completely staff EMT-Is by August 19, 2006.

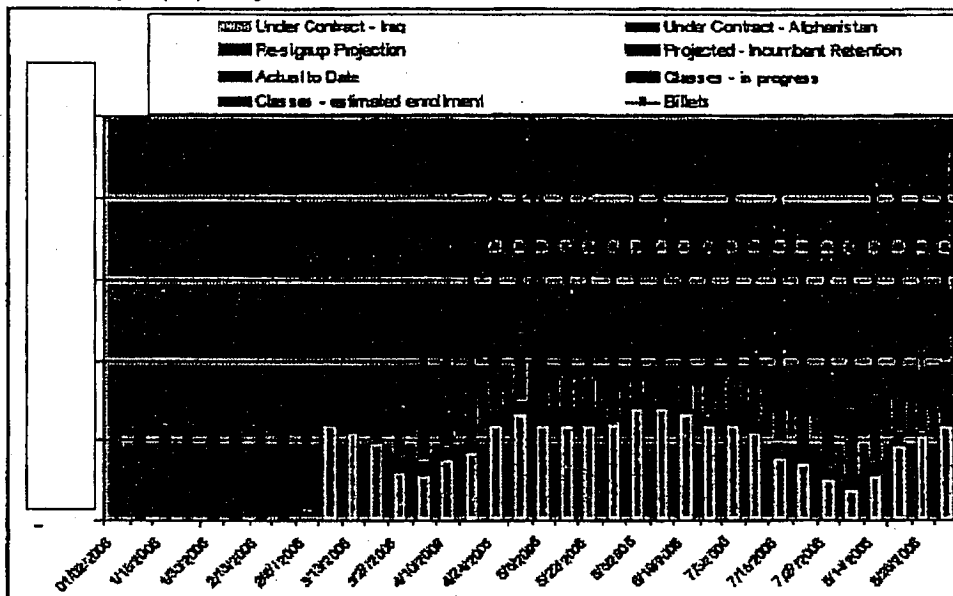
Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Intel Analyst (IA) Projection



B2

Blackwater currently fills all IA positions for the Department of State in Baghdad. Blackwater is capable of filling all IA positions by April 24.

Upon Award of Task Order 2006-0006 Blackwater will first move to recruit incumbent PSS professionals from the incumbent, this is the only area of recruiting that Blackwater has not yet explored. All other resources for providing PSS Professionals to the Department of are already being utilized in anticipation of award. Training Classes and recertification training are running at high levels of through put currently.

Immediately after receipt of the Task Order award Blackwater will procure the remaining helicopters and access the pilots and crew. Blackwater will deploy four medium lift helicopters and crew within 30 days of award.

Blackwater already has the required APC and crew in place, as well as most of the PSS required for this task order. The Government has the least amount of risk associated with Blackwater for this task order because Blackwater currently occupies most of the billets required already.

10.0 Demobilization Plan

Blackwater's Iraq Task Order in-country Project Manager shall work in close coordination with the RSO, AIC, or other designated Government representatives. Coordination shall include regular meetings and communications as required. Constant and daily communications with the LPMO will ensure that the COR, Iraq DS Program Manager and DSHTPOPs will be kept abreast of all developments, shortfalls, and milestones being met.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The in-country Project Manager shall also be responsive to the LPMO and Director, DoS Programs located in Moyock. Specific assignments shall be conveyed in daily communications with those offices.

Upon completion of Task Order Blackwater will implement the Close Out Plan. Blackwater's Close Out Plan consists of the following milestones and will be adjusted to meet the timeline and specification of the Government;

I. ADMINISTRATION

A. Personnel Records

1. Personnel information records available
2. All personnel possess a US Passport, DOD CAC, and ITO, Letter of Authorization
3. Medical immunization records are in order
4. All personnel maintain a valid Department of State security clearance w/ verification records

B. Company Records

1. Statement of Work or equivalent
2. Clearly established reporting policies

II. INTELLIGENCE

A. Designated Intelligence Officer (IO)

B. Intelligence collection and dissemination plan

1. Established DoS information sources
2. Other non-DoS sources
3. Information is stored and disseminated in a secure manner

III. OPERATIONS

A. Tactical Operations Center (TOC)

1. Located in a secure area
2. Transfer of required equipment
 - a. Communications equipment
 - b. Maps and imagery
 - c. Contact information for QRF, Medevac, and other U.S. Government agencies
3. Staffing
 - a. Identify and coordinate with new contractor Watch Officer
 - b. Familiarize new contractor with TOC operations
 - c. Assist in staffing transition during all PSD operations

B. Advances

1. Transfer knowledge and routes to an advance element
 - a. Ensure lead advance is familiar with advance operations – site surveys, op orders, and site preparation
 - b. Ensure element is familiar with the Area of Operation
 - c. Turn over significant government equipped – FAV(s), K9(s), SPE & software

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

112

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

C. Protective Security Detail (PSD)

1. Staffing
 - a. Ensure personnel are familiar with DoS PSD operations
 - b. Designated positions - AIC, SL, TC, and drivers
2. Operations
 - a. All personnel have read and understand the COM firearms policy and their ROE(s)
 - b. SOP(s) are written down and transferred in accordance with DoS guidelines
 - Routine PSD operations
 - React to attack - IAD
 - Medevac / QRF support request and link up procedures
 - Enter / depart friendly lines and TCP(s)
 - Vehicle breakdowns
 - c. Personnel are familiar w/ their assigned duties and the unit SOP(s)
 - d. Element is adequately equipped - FAV(s), comm gear, SPE, and maps / GPS(s)
3. Communications
 - a. Reporting
 1. Clearly established policies for reporting of critical incidents accidents, attacks, PSD engagements of other elements, discipline issues, etc.
 2. established system for reporting suspicious activities
 - b. tactical communications
 1. a communications plan is developed a implemented
 2. secure communications or brevity codes are issued to all personnel - roads, places, people, & actions
4. standardized IFF procedures

IV. LOGISTICS

A. GFP Furnished Vehicles

1. Primary maintenance program established
 - a. each vehicle is dispatched or inspected weekly
 - b. vehicles are inspected prior to each mission
2. Accountability system established
 - a. maintains accountability of all USG vehicles
 - b. maintains records of all damage or modifications
 - c. records installation of mission essential equipment

B. GFE Weapons and Ammunition

1. Accountability system established
 - a. maintains accountability of all USG weapons
 - b. maintains records of all damage or modifications
 - c. ensures all weapons are clean & serviceable
2. The COM firearms policy is adhered to
 - a. no unauthorized weapons or ammunition is utilized
 - b. all personnel have qualified on a DOS course of fire
 - c. all weapons and ammunition are stored in a secure location

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

113

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

In the case the end of contract results in a transition to a new contractor rather than the end of DSS presence in an AO, Blackwater is dedicated to a smooth, professional transition. Blackwater will ensure maximum cooperation with the Government and new contractor for the duration of the transition.

All Contractor Furnished Equipment as identified in the TO RFP, paragraph 18, 19 and 20, will be transferred to the RSO as applicable upon TO termination.

10.1 Personnel Timetable

Blackwater will co-author a transition plan with the receiving contractor if provided the opportunity. Absent the opportunity to coauthor a transition plan Blackwater will implement a demobilization plan as follows:

Upon receipt of the order to demobilize Blackwater will phase out personnel by team. It is assumed that the Department of State will call for a staggered transition or phase out therefore mission draw down will begin with half of Iraq Protective Detail Teams in the first week of the completion of contract award.

[Redacted]

B2

The second week of the demobilization will include drawing down [Redacted]

[Redacted]

B2

Fourteen days after the order to demobilize Blackwater will have removed [Redacted]

[Redacted]

B2

Week three of the demobilization will include standing down the remaining [Redacted]

[Redacted]

B2

Week four of the Demobilization will draw down all remaining support; [Redacted]

[Redacted] Twenty-eight (28) Days after the order to demobilize Blackwater will complete the demobilization of the Baghdad WPPS Program.

B2

All Blackwater personnel will be reassigned to other projects including the Northern Sites, Southern Sites, and other Blackwater Programs.

10.2 Inventory Recovery and Disposition

Blackwater maintains and reports all inventoried items presently. These items will be identified to the COR and disposed of as necessary. As Blackwater Teams depart all gear will be accounted for and stored for verification from the COR. The location of storage will be identified by the COR.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

10.3 Weapons Inventory

Blackwater maintains a current weapons inventory which was recently provided to the Department of State. Prior to departure each PSS Professional will return their personal weapons to the Man Camp Armory in the condition it was received and validate the individual hand receipt. Shift Leaders will be responsible for returning team issued weapons to the Armory.

10.4 Vehicles

Government provided vehicles will be returned to the RSO as the individual teams depart. The RSO and or the COR will verify the condition and VIN's of the vehicles. Blackwater will photograph each of the vehicles as they are turned in and provide a copy of the photograph to the COR.

The [redacted] will be retained by Blackwater and removed from Department of State billing 14 days after the order to demobilize.

B2

10.5 Equipment

All GFE will be accounted for with the COR and stored in the facility of the COR's choosing. The Project Manager, Deputy Project Manager and ALSS will remain for 28 days after the order to demobilize to ensure an accurate accounting is kept of equipment provided by the Government and all gear has been returned.

Blackwater Aircraft will be removed from the Department of State billing 21 days after the order to demobilize.

10.6 Facility Disposition and Return

Prior to departure from each room the individuals accountable for the room will provide for an inspection by the COR or their USG designee to ensure the property is intact to the extent it was when occupied. Occupants will be held accountable for the items issued in the facilities only. Due to the construction and condition of the living facilities upon receipt the condition of fixtures is the responsibility of the contractor providing the housing. The COR will take into consideration that many of the rooms and office spaces have malfunctioning plumbing, faulty wiring, missing fixtures and inherent construction flaws that have caused the facility to deteriorate and that is not the responsibility of the occupants. All rooms will be free of debris and personal items.

11.0 WPPS II Camp Baghdad

Blackwater will utilize the government furnished WPPS II Camp for all birthing, sustainment and moral and welfare elements of task order 2006-0006.

All of Blackwater's PSS Professionals, support personnel, subcontractor personnel, with the exception of any local nationals, will be provided life support at the WPPS II Camp.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

115

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Blackwater proposes Gulf Catering Company as Blackwater subcontractor for the dining facility services, maintenance, laundry, housekeeping, grounds keeping, gym, MWR services for the WPPS II Camp. Blackwater's administers a varied program of recreation, social and support activities while on deployment. Our programs provide all Blackwater personnel with sports (softball, flag football) and physical fitness activities, social development events such as quarterly BBQ's that include a variety of food and non-alcoholic beverage not normally ready available in-country.

In order to improve and enhance the ability of personnel to communicate with their families (quality of life) more frequently stateside, Blackwater will purchase an allotment of SIM Cards for the Iraqna mobile phone system separate from those used for operational purposes.

Our mission is to provide quality support and recreational services that contribute to the retention, readiness, mental, physical, and emotional well-being of our personnel.

GCC will commit a minimum of 43 staff members to provide the required Operations and Maintenance services. These staff members are separate from the 36 staff members dedicated to the dining facility. The manpower is based on statement of work provided with task order 2006-0006.

The housekeeping, maintenance, grounds keeping, laundry, gym and MWR services required will be supported by the below personnel. The maintenance manager will report directly to the Location Manager identified in the table in section 11.2 titled Dining Facility. The GCC Location Manger then reports to the Blackwater DPM for Facilities for quality oversights and management.

BLACKWATER - I.Z.		
STAFFING PLAN		
Position		No.
MAINTENANCE		
1	Maintenance Manager	1
2	Generator Mechanic	2
3	A/C Technicians	1
4	Electrician	1
5	Plumber	1
6	Carpenter	1
7	Handy-Man	2
HOUSEKEEPING		
8	Housekeeping Manager	1
9	Billeting Officer	2
10	Housekeepers	20
LAUNDRY		
11	Laundry Supervisor	1

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

12	Laundry Staff	4
CLEANING		
13	General Cleaners	4
MWR & GYM		
14	MWR Attendant	1
15	Gym Attendant	2
TOTAL		44

The above staff members will provide the following quality services.

Housekeeping and Cleaning Services:

As part of the execution plan for the maintenance and proper care of the facilities, Blackwater, in coordination with the proposed subcontractor GCC, will provide comprehensive housekeeping and cleaning services. The service will ensure a high standard of hygiene, safety and personal comfort at all times. Cleaning tasks will be performed in accordance with our quality procedure.

Reasons for cleaning:

- To provide an outstanding appearance and image of the facility.
- To provide the inhabitants of the facility with a socially acceptable environment in which to live and work.
- To ensure that all areas accessed are safe and hygienic.
- To ensure and assist with the preservation of the internal fabrics, fixtures and fittings.

The minimum requirements to be provided on a daily basis will be the cleaning of all common areas. This will include the dusting, emptying of bins, vacuuming, washing and disinfecting communal ablution blocks.

Bathrooms throughout the facility will be cleaned by the housekeeping staff weekly. Each block of residence will be notified utilizing posted notification of the following days cleaning.

Monitoring of housekeeping and cleaning standards, including spot-check, will be carried out daily by the Housekeeping Manager and regularly by the Location Manager.

Deficiencies in the standards, which are highlighted by the inspections, will be considered as a non conformance and corrective actions will be taken immediately.

The Housekeeping Manager in charge will assign and schedule daily tasks and duties to the staff. He will also be responsible to conduct regular training classes (on the use of chemicals and equipment), inspections, briefings and staff meetings. Please reference the attached maintain plan (Attachment B) for additional information.

Daily Logs will be kept for all services rendered: requisitions, misuse of property, lost and found.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

117

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Maintenance:

Our goal is to provide care and maintenance for all facilities and equipment to maintain an operation readiness at all times. We will perform preventative maintenance on a daily, weekly and monthly basis as outlined in the attached maintenance plan to ensure the longevity and availability of these critical assets.

The maintenance team includes highly trained and qualified personnel. We will set-up a maintenance shop and office for maintenance support in the centralized office location in the WPPS II Camp. The Maintenance shop consists of a team of nine (9) experienced maintenance technicians with various skill sets. The Maintenance Manager will appoint a Team Leader to interface with the Executive Chef and Executive Housekeeper for all maintenance requirements.

The Team Leader will ensure all temperature reading on refrigerated and cold storage units are recorded on a daily basis.

When there is an unscheduled maintenance requirement, the Executive Chef or the Executive Housekeeper provides the Team Leader with a double-copied Work Order Form as illustrated in the attached maintenance plan. The Team Leader assigns the repair to the appropriate maintenance staff member for correction. When the repair is completed, one copy of the Work Order is returned to the person who ordered the work.

When the unscheduled maintenance requirement cannot be repaired on site, or additional maintenance support is required, the Team Leader will inform the Maintenance Manager. The Maintenance Manager sends additional support to the repair site or take the equipment back to the designated maintenance area. The Maintenance Manager also coordinates the placement of temporary equipment with the Location Manager. When the permanent equipment is repaired and replaced, the Location Manager checks and confirms that the equipment has been returned to good working order and signs and returns the second copy of the Work Order for the Maintenance Manager's file. On a daily basis, the Maintenance Manager records all maintenance work orders in a maintenance record book.

The Maintenance Manager will provide a week maintenance report to the DPM for Logistics and the Facilities Engineer so trends may be analyzed and corrected and to track maintenance inventories.

Pest Control:

Blackwater, in coordination with the proposed subcontractor GCC, will handle all the pest control and vector control requirements in the facilities. The Pest control program will have all the requirements that cover but not limited to:

- Pest Spray control
- Fog Machines
- Mosquito and fly control
- Stray Animal control
- Rodents
- Snakes and lizards

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

118

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The inspections will be conducted periodically by the Blackwater DPM for Facilities and GCC Location Manager and Housekeeper Manager. Please reference Blackwater's comprehensive maintenance plan located at Attachment B for a complete outline of pest control processes, procedures and guidelines.

Storage of Chemicals and Cleaning Products:

Lockable storage, separate from foodstuffs is required to maintain a safe and secure environment. Stock rotation practices similar to those applied to foodstuffs will be operated.

Distribution of material will be controlled to ensure the correct products reach the correct person. Training will be given on the use of each product and this fact will be recorded within the operative's personnel file.

A detailed list of substances held in stock, with proper handling directions and appropriate warnings will be kept in the storage area and carried by cleaning personnel in the event of an accident

11.1 Living Quarters

The WPPS II Camp has over 600 living quarters to sufficiently support all PSS Professionals, support personnel and logistical personnel. For every two (2) living quarters there is one restroom complete with shower, toilet and vanity. Each living quarter is furnished with one (1) twin bed, one (1) clothes closet, one (1) Television, one (1) work station and one (1) mini refrigerator. Sheets are provided by the subcontract, GCC, for all the beds and extras are provided when sheets are at the laundry service.

Maintenance for the living quarters will be provided the Blackwater's proposed subcontractor upon receipt of a maintenance request. The resident of the living quarters is required to be in attendance for maintenance to the actually living quarters. Maintenance to the restrooms requires the main door to the living quarter be left unlocked so the restroom may be accessed.

Third Country National personnel including the Static Security Guard Force, life support personnel, DFAC employees and maintenance staff will lodge two (2) personnel to a room including two (2) twin beds.

11.2 Dining Facility (DFAC)

Blackwater in coordination with GCC will utilize the existing DFAC at the WPPS II Camp for all meals provided to the PSS Professionals and WPPS II Camp residence.

The DFAC operating hours will be as follows;

Breakfast – 6:30 am – 9:00 am

Lunch – 11:30 am – 2:00 pm

Dinner – 5:30 pm – 8:00 pm

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

119

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

If the PSS Professionals and other WPPS II Camp residence are unable to attend regular meal times due to occasional work schedule conflicts box meals will be made available with prior notification.

GCC will support the WPPS II Camp DAFC requirements with the below 36 dedicated staff members housed and fed at the WPPS II Camp.

The Location Manager outlined below will report directly to Blackwater's DPM for Facilities as summarized in section 1.4 titled Rational and Description of Subcontractors of this task order submittal.

BLACKWATER - I.Z.		
STAFFING PLAN		
	Position	No.
MANAGEMENT		
1	LOCATION MANAGER	1
2	ADMINISTRATIVE STAFF	2
MAINTENANCE		
3	KITCHEN EQUIPMENT TECH.	1
DFAC		
4	DINNING MANAGER	1
5	EXECUTIVE CHEF	1
6	FIRST COOK	3
7	SECOND COOK	3
8	SALAD MAKER	2
9	BUTCHER	2
10	BAKER	2
11	JANITOR	6
12	KITCHEN HELPERS	5
13	CLEANERS	3
STORES		
14	STORE MANAGER	1
15	STORE KEEPER	3
	TOTAL	36

Training:

All personnel will undergo an initial orientation program, one week prior the first meal it's served. Training is an on-going process. Cross-training is an important element in operating a successful DFAC. Cross-training allows for a more productive staff. A regular on the job training program will be conducted in each area so as to preclude the necessity for corrective training.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

GCC will follow the Training Manual and our Safety and Hygiene Manual to implement the on-the-job continuous training Action Plan.

Briefing and Meeting:

Shift meetings will be conducted on a daily basis to resolve and plan day to day issues, to work on prevention, safety and general improvements.

Staff Welfare:

Uniforms: sets of complete uniform for each staff with Display name plates and Safety apparels. Gloves and Hair restraints will also be provided in the Dining facilities during work hours.

Personal Toiletries such as Soap, Shampoo, Disposable razor, Shaving cream, Tooth Paste, Tooth Brush, Body Deodorant, Foot Powder, Socks.

Hair cuts: Monthly Hair cut is a must for all GCC staff.

Job Appreciation: Employee of the month, Best team player Appraisals as examples of a motivational action taken.

Medical Exams

GCC personnel minimum Medical controls Standards:

1. Vaccinations (booster shots always up-to-date)
 - a. Hepatitis A Series
 - b. Hepatitis B Series
 - c. Typhoid
2. Medical Screens
 - a. Anthrax
 - b. Hepatitis (All Types)
 - c. HIV
 - d. Smallpox
 - e. Tuberculosis
 - f. Typhoid
3. Laboratory/Radiographic
 - a. Chest X-Ray: R/O TB, infiltrate
 - b. CBC: H&H, RBC, WBC
 - c. Basic Chemistry: Sugar, creatanine, bilirubin
 - d. HIV Screen
 - e. Hepatitis Screen
 - f. VDRL
 - g. Stool: O&P, Salmonella, Shigella, E-Coli, Cholera
 - h. UA: Sugar, blood, bile, infections
4. Physical Exam performed

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

121

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Food Services:

GCC understands that people "eat with their eyes" as well as their mouths. Food must appeal to the senses of smell and sight, as well as taste. The way the food is presented will determine, in part, the degree to which it is consumed and enjoyed by residents. Menus need to be developed with these visual aspects in mind.

The end result of all tasks performed in the kitchen is the availability of the prepared food for consumption by the customers. Poor serving can destroy good preparation. Promptness, efficiency, cleanliness and attractiveness are four (4) guides to observe.

GCC understands it is the responsibility of the Dining Manager together with the Executive Chef to observe the actual serving and dining operations to ensure that the food is properly presented and well garnished and that the correct hygiene standards are being maintained.

Blackwater will ensure the following practices are observed:

Kitchen:

A standard recipe folder will be at site and controlled to maintain consistent quality and taste. Progressive cooking will be the focus to ensure that food is served at the right temperature and is presentable.

Food Samples will be taken prior to each service and stored in the freezer for 48 hours. Temperatures will be recorded at random intervals during service.

Dining:

Prior to service the GCC staff will ensure that service areas are clean, well polished and holds the right temperature. GCC will set up the Serving line no earlier than 20 minutes prior to scheduled serving. The manager or the executive chef will supervise the serving of the meals and will not perform administrative duties during meal serving periods.

Food and garnishes display will be done 20 minutes prior to service no sooner to ensure that food is served at the right temperature. At all times during service Hygiene and Sanitation will be the top priority to erase the possibility of cross contamination.

Food will be arranged in the serving dishes neatly and attractively and should always be well garnished.

Accurate portioning will be utilized at the serving counters. This practice will ensure minimum left over. Although portion control will be observed, all customers are to be allowed additional helpings if requested.

The serving line should flow rapidly without interruption but should allow sufficient time for each customer to be received, allow time for his/her selection and be afforded courteous service. Sufficient personnel will be provided to make sure that customers are served in a timely manner.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

122

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

Menu Boards:

Menu boards will be placed at each entrance of dining facility showing the menu for each meal.

Holiday and Special Events:

GCC recognizes that National Holidays and Special Seasons, which are spent away from families, can be emotive issues. Our personnel are committed to providing that extra effort and energy into ensuring that in terms of food quality, customers are not disadvantaged by being confined to the remote site place. We in coordination with GCC will create a warm and festive atmosphere for those people who are parted from their homes and families.

Safety and Sanitation:

Periodical checks will be performed and documented as per GCC's Safety and Hygiene Manual and task order requirements like pest control, de-greasing, hood/ duct cleaning, drainage clearance, polishing, equipment sanitizing, maintaining HSE standards and floor maintenance.

We will follow fire prevention procedures. This is accomplished through three (3) avenues:

1. **Following the Client's fire prevention rules and Equipment utilization.**
2. **Training.** A training plan will be in place which emphasizes:
 - a. Weekly objective and simple lectures
 - b. Random periodic drills which can simulate different potential scenarios in the Dining Facilities and Staff accommodations
3. **Inspection.**
 - a. In the dining facilities all fire extinguishers are inspected monthly to ensure a full charge and proper operation in the unlikely event of an actual fire.
 - b. Hood filters to be cleaned every other day.

All incidents of non-compliance and unsafe practices are reported to the site manager for corrective action.

Storage and Inventory:

All Food items: dry, frozen, chilled, disposables and cleaning materials received will be checked for temperature, quality, brand, quantity, expiry dates and damages prior to stocking in store.

Relevant documents pertaining to shelf life, First In First Out (FIFO), inventories and Issues will be kept updated at all times. At any given time a contingency stock will be maintained on site. Temperatures will be recorded at random intervals. All Issues will be recorded and maintained at store.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

123

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

The DFAC Management will implement par-stocks, Receiving & Dispatch schedule, Standard Quantity & Quality of goods, Policy & Procedures, Requisitions & Stock Cards. These items will be available for review by the Department of State thirty (30) days after task order award.

Ordering and inventory control is closely linked. Re-ordering quantities need to be established for different items, which take into account the existing quantity of the product currently in storage.

Food will be stored correctly to minimize food poisoning and cross-contamination.

Dry Storage:

- Store room will be cool, dry, clean, well lighted and ventilated.
- Food items will be stored off the floor on pallets.
- Food items will be kept in containers that will not be damaged by water or possible pest infestation

**Blackwater will utilize the three (3) Dry Storage Containers currently available at the WPPS II Camp.

Frozen foods:

- Freezers will keep food at 0 °F or below.
- Freezers will be never intended to cool food.
- Freezer will be not overloaded.

Refrigerators and chillers:

Refrigerators are for short term holding at 41°F or below.

11.3 Team Space

Blackwater will utilize the government furnished office space and team areas in next to the U.S. Embassy for team meetings, staging area, mission planning, administrative offices, weapons cleaning area and management and team offices.

is currently maintained by the Kellogg Brown and Root (KBR) under another government contract.

Blackwater will utilize the government furnished computers, printers, desks, furniture and weapons lockers provided to assist in the daily operations of the PSS Professionals and the U.S. Department of State Mission.

Blackwater will provide miscellaneous office supplies as necessary to support the administrative requirements for example staplers, scissors, pens, pencils, highlighters, etc.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

124

UNCLASSIFIED

UNCLASSIFIED

Task Order Proposal: 2006-0006 Personal Protective Services, Baghdad, Ramadi, and Baquba, Iraq

11.4 Laundry Facilities and Support

Blackwater, in coordination with the proposed subcontractor GCC, will operate a dedicate laundry service, to be used to wash bed linen and towels, as well as working and personal cloths of all Blackwater personnel.

The laundry will be collected from laundry service area counter where it will be entered in a triplicate invoice, where the customer will have one copy, the laundry one and the desk will have one, all laundry will be delivered in laundry bags and returned back in laundry bags. A laundry service with no later than 24 hours turn around, including holidays will be established. Bulk turn-ins and by unit representatives pick ups will be accepted.

We will use clip type labeling to ensure that laundry will not get lost.

The requested system of claims for lost items or replacement will be implemented. Sufficient stock of linens and beddings will be stored to allow for fresh linens while soiled linens are washed.

The service hours of the Laundry Facility will be seven (7) days per week 8:00 am to 8:00 pm. The Laundry Facility will operate 24 hours per day to ensure laundry loads are processed in a 24 hour timeframe.

11.5 Sewer System

The current sewage removal is provided by the local drainage system in Baghdad. In the event the local sewer system is inoperable there are two (2) 100,000 liter tanks to manage the waste till the system is back on line. In the event the camp must rely on storage the containers must be emptied daily. Blackwater will provide sewage removal in this case included in our Firm Fixed Price Proposal.

Upon contract award Blackwater's Facility Engineer will assess the Sewer System and determine and propose any long term solutions that should be considered to address any concerns or serious problems.

Blackwater USA

Use or disclosure of this data is restricted to use by DoS and/or designated evaluators

125

UNCLASSIFIED