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DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY SUSTAINMENT COMMAND  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-6500

REPLY TO  
ATTENTION OF:

September 30, 2014

Office of Counsel

SUBJECT: Freedom of Information Act (FOIA) Request, Case Number  
FA-14-0075

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mr. John Greenewald, Jr.



Dear Mr. Greenewald,

This letter is in response to your FOIA request dated July 25, 2014, and referred to our office on August 5, 2014. Please find the requested records enclosed with this letter.

This office has determined that portions of the requested records are exempt from release pursuant to Exemption 4 of the FOIA. See 5 U.S.C. § 552(b)(4). The exempted portions are clearly identified in the records.

Exemption 4 protects from disclosure: (1) trade secrets, or (2) commercial or financial information obtained from a person that is privileged or confidential. Courts have different standards for determining what type of commercial or financial information qualifies as "confidential" under Exemption 4, depending upon whether the information was voluntarily or involuntarily submitted. When commercial or financial information is involuntarily submitted, such as in response to a solicitation, courts consider it to be "confidential" if disclosure is likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future, or (2) cause substantial harm to the competitive position of the person from whom the information was obtained.

The requested records contain information obtained from Academi Training Center, LLC (Academi). As a result, Academi was provided with an opportunity to review the records, identify information it wished to assert as exempt from release, and present arguments to support any such claim.

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2

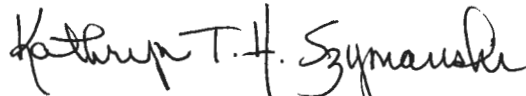
This office determined that Academi articulated sufficient arguments to establish that the release of the following information would likely cause substantial competitive harm: contract line item number (CLIN) dollar amounts, unit prices/labor rates, CLIN breakdown amounts, and an amount proposed by Academi. Therefore, this information qualifies for protection under Exemption 4, and this office denies its release.

As a representative of the news media, your fees are limited to only reasonable standard charges for document duplication (excluding charges for the first 100 pages). No fees were incurred during the processing of your request.

If you find this partial denial response to be adverse, you may file an appeal. Any such appeal should be addressed to this office for forwarding to the Army General Counsel for final disposition on behalf of the Secretary of the Army. To meet the appeal deadline, the appeal letter must be received by this office and forwarded to the Secretary of the Army within 60 calendar days from the date of this initial denial letter.

The point of contact is Shea Taulbee, HQ, U.S. Army Sustainment Command, ATTN: AMSAS-GC, 1 Rock Island Arsenal, Rock Island, IL 61299-6500, (816) 796-7119, e-mail: shea.r.taulbee.civ@mail.mil.

Sincerely,



Kathryn T.H. Szymanski  
Chief Counsel

Enclosure

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|   |  |  |   |                      |                    |              |
|---|--|--|---|----------------------|--------------------|--------------|
| <b>AWARD/CONTRACT</b>   |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b> DOS1  | <b>Page</b> 1        | <b>Of</b> 65       | <b>Pages</b> |
| <b>2. Contract (Proc. Inst. Ident.) No.</b><br>W560MY-12-C-0006   |  | <b>3. Effective Date</b><br>2012MAY31                            | <b>4. Requisition/Purchase Request/Project No.</b><br>SEE SCHEDULE  |                      |                    |              |
| <b>5. Issued By</b><br>ARMY CONTRACTING COMMAND - RI-C3<br>CCRC-RA<br>MARIELLEN CROSSON (309)782-5405<br>BLDG 60 RODMAN AVENUE<br>ROCK ISLAND , IL 61299-8000 |  | <b>Code</b> W560MY   | <b>6. Administered By (If Other Than Item 5)</b><br>DCMA MANASSAS<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 |                      | <b>Code</b> S2404A |              |
| <b>e-mail address:</b> MARIELLEN.CROSSON@US.ARMY.MIL  |  | <b>SCD A PAS NONE</b>  |   | <b>ADP PT</b> HQ0338 |                    |              |

|  |   |  |                               |
|--|---|--|-------------------------------|
| <b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b><br>ACADEMI TRAINING CENTER, INC.<br>850 PUDDIN RIDGE RD<br>P.O. BOX 1029<br>MOYOCK, NC 27958-8679<br><br>TYPE BUSINESS: Large Business Performing in U.S. |   | <b>8. Delivery</b><br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)  |                               |
| <b>Code</b> 1GTH7  |   | <b>Facility Code</b>   |                               |
| <b>11. Ship To/Mark For</b><br>SEE SCHEDULE  |   | <b>12. Payment Will Be Made By</b><br>DFAS-COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182264<br>COLUMBUS OH 43218-2264<br>1-800-756-4571 FAX 614-693-2224 |                               |
| <b>13. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |   | <b>14. Accounting And Appropriation Data</b><br>SEE SECTION G  |                               |
| <b>15A. Item No.</b><br>SEE SCHEDULE   | <b>15B. Supplies/Services</b><br>CONTRACT TYPE:<br>Firm-Fixed-Price | <b>15C. Quantity</b><br>KIND OF CONTRACT:<br>Service   | <b>15D. Unit</b><br>Contracts |
|  |   | <b>15E. Unit Price</b>   |                               |
|  |   | <b>15F. Amount</b>   |                               |
| <b>15G. Total Amount Of Contract</b> →   |   |  | \$17,448,051.44               |

|   |  |             |  |  |                    |
|---|--|-------------|--|--|--------------------|
| <b>11. Ship To/Mark For</b><br>SEE SCHEDULE |  | <b>Code</b> | <b>12. Payment Will Be Made By</b><br>DFAS-COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182264<br>COLUMBUS OH 43218-2264<br>1-800-756-4571 FAX 614-693-2224 |  | <b>Code</b> HQ0338 |
|---|--|-------------|--|--|--------------------|

|  |   |   |                               |                        |                    |
|--|---|---|-------------------------------|------------------------|--------------------|
| <b>13. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |   | <b>14. Accounting And Appropriation Data</b><br>SEE SECTION G |                               |                        |                    |
| <b>15A. Item No.</b><br>SEE SCHEDULE   | <b>15B. Supplies/Services</b><br>CONTRACT TYPE:<br>Firm-Fixed-Price | <b>15C. Quantity</b><br>KIND OF CONTRACT:<br>Service          | <b>15D. Unit</b><br>Contracts | <b>15E. Unit Price</b> | <b>15F. Amount</b> |
| <b>15G. Total Amount Of Contract</b> →   |   |   | \$17,448,051.44               |                        |                    |

| (X)                          | Sec. | Description                           | Page(s) | (X)  | Sec. | Description   | Page(s) |
|------------------------------|------|---------------------------------------|---------|--|------|---|---------|
| <b>Part I - The Schedule</b> |      |                                       |         | <b>Part II - Contract Clauses</b>                                    |      |   |         |
| X                            | A    | Solicitation/Contract Form            | 1       | X  | I    | Contract Clauses  | 42      |
| X                            | B    | Supplies or Services and Prices/Costs | 6       | <b>Part III - List Of Documents, Exhibits, And Other Attachments</b> |      |   |         |
| X                            | C    | Description/Specs./Work Statement     | 19      | X  | J    | List of Attachments   | 65      |
| X                            | D    | Packaging and Marking                 |         | <b>Part IV - Representations And Instructions</b>                    |      |   |         |
| X                            | E    | Inspection and Acceptance             | 27      |  | K    | Representations, Certifications, and Other Statements of Offerors |         |
| X                            | F    | Deliveries or Performance             | 28      |  | L    | Instrs., Conds., and Notices to Offerors                          |         |
| X                            | G    | Contract Administration Data          | 29      |  | M    | Evaluation Factors for Award                                      |         |
| X                            | H    | Special Contract Requirements         | 31      |  |      |   |         |

**Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable**

|  |  |
|--|--|
| <b>17.</b> <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | <b>18.</b> <input type="checkbox"/> <b>Sealed-Bid Award</b> (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |
|--|--|

|  |                         |  |                                      |
|--|-------------------------|--|--------------------------------------|
| <b>19A. Name And Title Of Signer (Type Or Print)</b>                                       |                         | <b>20A. Name Of Contracting Officer</b><br><br>CHERYL L. NIELSEN<br>CHERYL.NIELSEN@US.ARMY.MIL (309)782-8693 |                                      |
| <b>19B. Name of Contractor</b><br><br>By _____<br>(Signature of person authorized to sign) | <b>19c. Date Signed</b> | <b>20B. United States Of America</b><br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)          | <b>20C. Date Signed</b><br>2012MAY31 |

|   |  |                     |
|---|--|---------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 2 of 65</b> |
|   | PIIN/SIIN W560MY-12-C-0006<br>MOD/AMD            |                     |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |  |                     |

SECTION A - SUPPLEMENTAL INFORMATION

1. The U.S. Army Contracting Command - Rock Island (ACC-RI) hereby awards Academi Training Center, Inc. Contract Number W560MY-12-C-0006 in support of the U.S. Marine Corps (USMC) II Marine Expeditionary Force (Forward) which has a requirement for security services within Afghanistan.

2. Academi shall provide security services in accordance with the Performance Work Statement (PWS) set forth in Attachment 0001 of the contract.

3. The requirement will utilize one (1) Firm-Fixed Price (with non-fee bearing Cost Reimbursable CLIN for Defense Base Act (DBA) insurance) basic contract for FOB Dwyer. In addition, the base year evaluated option for FOB Delaram II will be exercised at the time of award.

4. This award fully funds the Base Year requirement for FOB Dwyer and the Base Year Evaluated Option requirement for FOB Delaram II utilizing base year pricing in the amount of \$17,448,051.44.

Base Year - FOB Dwyer, PRON: M22RB2FFM2 in the amount of \$9,022,399.83 will be utilized.

Base Year Option - FOB Delaram II, PRON: M22RB2FGM2 in the amount of \$8,425,651.61 will be utilized.

5. The Period of Performance is as follows:

Base Period: 31 May 2012 to 30 May 2013

Base Year Option: 31 May 2012 to 30 May 2013

Option Period 1: 31 May 2013 to 30 May 2014

Option Period 2: 31 May 2014 to 30 May 2015

Option Period 3: 31 May 2015 to 30 May 2016

6. The Government in no way guarantees that all the options will be exercised.

7. U.S. Dollar Prices are firm as submitted on the Price Matrix set forth in Attachment 0002 of Academis Proposal, dated 20 April 2012. Base year and base year option funding has been established via CLINs set forth in Section B of the award document. Prices on the Price Matrix will be utilized for all future obligations to include options and option year pricing, as included on the Price Matrix set forth in Attachment 0002. DBA Insurance costs are non-fee bearing cost reimbursable.

8. All provisions of RFP W560MY-12-R-0005 and Academi Training Centers proposal are hereby incorporated into this award.

9. Government Furnished Equipment (GFE) is set forth in Attachment 0003 of the award. In accordance with FAR clause 52.245-1, Government Property, all property furnished by the contractor shall become Contractor Acquired Property (CAP) to be incorporated into the contract via a contract modification.

10. Attachment 0004, entitled: Acknowledge and Acceptable of Department of Defense Common Access Card (CAC) is hereby incorporated into the contract.

11. INVOICING AND PAYMENT: In accordance with FAR Clause 952.232-0005 C3 Wide Area Workflow Instructions are set forth in Section H of the contract.

11.1. The ACC-RI uses the WAWF-RA Program. Academi must have the ability to comply with DFARS Clause 252.246-7000, Material Inspection and Receiving Report and DFARS 252.232-7003, Electronic Submission of Payment Requests. Academi must be capable of accepting electronic fund payment for this contract.

11.2. The Contractor shall invoice at the end of each month.

11.3. Payments made against this contract will be paid in U.S. currency (dollars).

11.4. The Contractor shall submit invoices on a monthly basis via WAWF. The Contracting Officer's Representative (COR) and upon appointment of a Administrative Contracting Officer's (ACO) will review and approve invoices for PCO's final approval. The PCO and ACO/COR will be listed in the contract award. The contractor is required to separately list all contractor acquired property for each month on the WAWF invoice against the CAP CLIN for Government acceptance. Upon acceptance, all CAP becomes Government Property as a deliverable and the contractor is required to treat as such in accordance with FAR Part 45.

11.5 If there are issues with the WAWF system, the contractor shall submit each invoice to the PCO and ACO/COR via email for review. Upon final approval by the PCO or ACO, the invoice will be forwarded to the appropriate DFAS payment office. See Clause 952.232-0005, paragraph (d), for the complete information required for an acceptable invoice.

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

Page 3 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

12. PERSONAL RECOVERY TRAINING: Requirements for Personal Recovery (PR)/Survival, Evasion, Resistance and Escape (SERE)/Isolated Preparation Report (ISOPREP). Personal Recovery (PR) requirement is for all US Nationals Deploying or deployed contractor personnel. Please note this training is currently only required for U.S. National contractor personnel deploying within this AOR. It is important to understand that this requirement applies to all U.S. National contractor personnel who work for the prime or any of the subcontract tier levels on this procurement. This training will be required to be taken annually.

12.1. In accordance with DODD 2310.2 Personnel Recovery, DA Policy-AR 350.1 and HQ AMC Policy (dated 31 Mar 05), Personnel Recovery Training is a mandatory pre-deployment theater entrance training and certification requirement for this contract. The Contractor is required, for all U.S. National employees, to provide instruction and assurance of certification/compliance with the following DoD, DA and HQ AMC PR Training:

12.1.1. Personnel Recovery Tactics, Techniques, and Procedures (TTPs) Briefing,

12.1.2. COCOM/Iraq Specific/special instructions (SPINS) briefings identifying geographic, environmental, and socio/political Aspects of the Iraq AOR,

12.1.3. Anti-Terrorism-Force Protection (AT/FP Level I) Training,

12.1.4. Survival, Evasion, Resistance and Escape (SERE) Level B Training,

12.1.5. Civilian ISOPREP Card, and

12.1.6. Registration in CIVTRACKS.

12.2. The Contractor shall provide documentation of the PR training on a reporting basis with the ACC-RI. Notification, frequency, and point of contact information will be provided upon contract award with a company employing U.S. Nationals. The required documentation shall include: Employee Name, Social Security Number, Date of Training, work location, estimated arrival and departure date.

13. IMMUNIZATIONS AND VACCINATION: The Command Surgeon will provide a list of immunizations and vaccinations, both those required for entry into Afghanistan, and those recommended by medical authorities upon contract award. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense.

14. DEPLOYMENT: All U.S. personnel (including contractors) need to report to the USMC deployment center or with Government approval an alternate deployment center. A USMC deployment checklist is set forth in Attachment 0009 of the contract.

DPC-East information can be found at the following link: <http://www.marines.mil/unit/mcieast/dpc/Pages/default.aspx>

15. MILITARY EXTRATERRITORIAL JURISDICTION ACT (MEJA) (18 USC 3261-3267): Per the MEJA Act, the Contractor and all subcontractors at any tier shall provide the below notification to all employees, following notification of contract award, in the following information and ensure it is understood by each employee. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the contracting officer at no further cost to the government. The contractor and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by its employees as well including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after being hired for this contract or arrival in the foreign country in which they will be assigned, employed, by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US armed forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

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

Page 4 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

16. CONTRACTOR MANPOWER REPORTING: In accordance with FAR Clause 52.237-4511 set forth in Section C of the contract:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <http://contractormanpower.army.pentagon.mil>

Additional information regarding Contractor Manpower Reporting to include the required information can be found in Section C, FAR Clause 52.237-4511 of the contract.

17. MARKING PROPRIETARY INFORMATION: All records, files, reports and data deemed proprietary by the Contractor shall be clearly marked in accordance with applicable laws, regulations, and clauses within this solicitation. The Contractor shall be required to identify specific portions of the records, files, reports and data that it considers proprietary by circling, underscoring, highlighting, or other appropriate identifiers, as required by, or in addition to, applicable laws, regulations, or clauses in this contract. Data not properly marked will be considered non-compliant to solicitation requirements and may be rejected under inspection and acceptance clauses of this solicitation. Data delivered for any purpose is presumed to be properly marked, and as such, rejection of improperly marked data may occur at any time upon discovery by the PCO that such data has been mislabeled or improperly marked.

18. FAR Clause 952.225-0001(C3), Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection set forth in Section C of the contract requires:

Contractors are hereby notified that they must comply with DFARS 252.225-7040, which states in part, "The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the data at the following website: <http://www.dod.mil/bta/products/spot.html>

19. This contract contains the FAR clause "Subject to the Availability of Funds". The Government reserves the right to not fund all CLINs. The basic contract and the contract option years exercised could be subject to the availability of funds at the time of award. Funds will be certified, subject to the Availability of Funds (see FAR 52.232-18) if appropriated by Congress. In addition, incremental funding is possible for this contract.

20. The contractor will provide armed security personnel who are competent and qualified with the appropriate equipment, vehicles equipped with GPS, radio communications to include contractor provided Iridium phone, and weapons necessary for personnel protection, US Military escorts will not be provided.

a. The contractor will have to comply with the specific requirements set forth in Section C of the contract in accordance with CENTCOM Joint Theater Support Contracting Command (C-JTSCC) contained in the following two contract clauses:

(1) FAR Clause 952.225.0001(C3), Arming Requirements and Procedures for Personal Security Services Contractors, for Requests for Personal Protection.

(2) FAR Clause 952.225.0002(C3), Armed Personnel Incident Reports.

b. The contractor will have to comply with the Arming Authority Package Instructions set forth in PWS Attachment 0001 of the contract. Armed personnel shall be limited to security guards only. Security guard personnel cannot be Absent With Out Leave (AWOL). The contractor is required to verify via biometrics through the Afghanistan Ministry of Interior.

21. Performance of this effort requires Academi Training Center to obtain an International Traffic in Arms Regulation (ITAR) License and provide to the PCO upon receipt. ITAR procedures can be located at the following website for ITAR registration that includes instruction to register: [www.pmdtco.state.gov/registration/index.html](http://www.pmdtco.state.gov/registration/index.html)

22. The Contractor shall use the following process when submitting FD 258 Fingerprint Cards:

a. In accordance with Personnel Security Investigation - Center of Excellence (PSI-CoE) policy changes, Effective 16 April 2012, Industry contractors supported by the Army Sustainment Command G2 must modify their current PSI process and begin mailing FD 258 Fingerprint Cards to the PSI-CoE.

b. The PSI-CoE will resume processing hardcopy fingerprint (FP) cards. This process will allow the PSI-CoE to ensure fingerprint cards are complete and accurate prior to submission to the Office of Personnel Management (OPM). This process will increase the acceptance rate of FP cards at OPM, allowing the investigation to be scheduled in a timely manner.

c. Mail all hardcopy fingerprint cards to:

PSI-CoE

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

Attn: Fingerprint Team  
3240 Raritan Avenue  
Aberdeen Proving Ground, MD 21005

d. For investigations requiring fingerprints, the PSI-CoE will only submit the investigation request when one of the following is met:

(1) A completed, acceptable hardcopy FP card is received at the PSI-CoE or

(2) An electronic fingerprint submission has been completed and the corresponding Special Agreement Check (SAC) date is reflected in the Joint Personnel Adjudication System (JPAS). FP results are valid for 120 days. Electronic fingerprint cards should be used whenever possible. If FPs are submitted electronically, please do not also submit a hardcopy FP card.

e. The PSI-CoE will no longer track and/or retrieve statuses on any hardcopy fingerprint cards submitted directly to the OPM after 16 April 2012. Failure to submit hardcopy FP cards directly to the PSI-CoE could adversely affect the investigation submission, as investigations requiring fingerprint checks will not be released to the OPM until the SAC is reflected in JPAS or the hardcopy FP card has been received at the PSI-CoE.

23. The point of contact for this award should be provided in English and be directed in writing to Ms. Mariellen Crosson, mariellen.crosson.civ@mail.mil and Ms. Cheryl Nielsen, cheryl.l.nielsen8.civ@mail.mil.

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

| <u>Regulatory Cite</u>         | <u>Title</u>   | <u>Date</u> |
|--------------------------------|--|-------------|
| A-1<br>52.204-7000<br>(ACC-RI) | ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) | JUN/2005    |

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. The contractor shall complete an Online Representations and Certifications Application (ORCA) as required. This contract requires online certifications and representations. Failure to complete the ORCA registration may make the contractor ineligible for award. The ORCA can be found at \\*HYPERLINK "http://orca.bpn.gov" <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| A-2 | 52.245-4005<br>(ACC-RI) | NOTICE: USE OF GOVERNMENT OWNED PROPERTY | AUG/2007 |
|-----|-------------------------|--|----------|

Your attention is directed to clauses entitled "Submission Requirements for Use of Government -Owned Property" and the corresponding rental charge provisions under FAR 52.245-9, which were recently revised.

(End of provision)

AS7005



CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

0001 SECURITY CLASS: Unclassified

0001AA TCN ARMED SECURITY GUARDS - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
AMS CD: 13519700000  
PSC: R430  
CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AA FULLY FUNDS 135 TCN ARMED SECURITY GUARDS AT FOB DWYER FOR THE BASE YEAR.

PRICE PER GUARD PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED INVOICE AGAINST CLIN 0001AA 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED IN THE AMOUNT OF (b)(4)

THESE MONTHLY RATES WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | QUANTITY | PERF COMPL  |
|----------|----------|-------------|
| REL CD   |          | DATE        |
| 001      | 0        | 30-MAY-2013 |

(b)(4)

0001AB FVEY ARMED SECURITY GUARDS - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
AMS CD: 13519700000  
PSC: R430  
CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AB FULLY FUNDS 45 FVEY ARMED SECURITY GUARDS AT FOB DWYER FOR THE BASE YEAR.

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

PRICE PER GUARD PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0001AB 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY(FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |             |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 0               | 30-MAY-2013 |

(b)(4)

|        |   |        |
|--------|---|--------|
| 0001AC | <u>GUARD TEAM SUPERVISORS - FOB DWYER</u> | (b)(4) |
|--------|---|--------|

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2      PRON AMD: 01      ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AC FULLY FUNDS NINE (9) GUARD TEAM SUPERVISORS AT FOB DWYER.

PRICE PER GUARD SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST THIS CLIN 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL |
|----------|------------|
|----------|------------|

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

| REL CD | QUANTITY | DATE        |
|--------|----------|-------------|
| 001    | 0        | 30-MAY-2013 |

(b)(4)

0001AD SHIFT SUPERVISORS - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AD FULLY FUNDS THREE (3) SHIFT SUPERVISORS FOR FOB DWYER FOR THE BASE YEAR PERFORMANCE.

PRICE PER SHIFT SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0001AD 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED IN THE AMOUNT OF (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL |             |
|----------|------------|-------------|
| REL CD   | QUANTITY   | DATE        |
| 001      | 0          | 30-MAY-2013 |

(b)(4)

0001AE OPERATIONS OFFICER - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AE FULLY FUNDS ONE (1) OPERATIONS OFFICER AT FOB DWYER FOR THE BASE YEAR PERFORMANCE.

PRICE PER OFFICER PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0001AE 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED IN THE AMOUNT OF (b)(4).

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4).

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 0               | 30-MAY-2013 |

(b)(4)

0001AF

SITE MANAGER - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2      PRON AMD: 01      ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0001AF FULLY FUNDS ONE (1) SITE MANAGER AT FOB DWYER.

PRICE PER MANAGER PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR.

THE CONTRACTOR IS ALLOWED INVOICE AGAINST CLIN 0001AF 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED IN THE AMOUNT OF (b)(4).

THESE MONTHLY RATES WILL FULLY FUND THE BASE YEAR PERFORMANCE IN THE AMOUNT OF (b)(4).

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 0               | 30-MAY-2013 |  |

(b)(4)

0001AG      DEFENSE BASE INSURANCE (DBA) - FOB DWYER      (b)(4)

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2    PRON AMD: 01    ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

COST REIMBURSABLE, NON-FEE BEARING CLIN 0001AG IS FOR DBA INSURANCE IN THE AMOUNT OF (b)(4) FOR 365 DAYS TO FULLY FUND THE BASE YEAR PERFORMANCE.

THE CONTRACTOR SHALL INVOICE AGAINST THIS CLIN IN ACCORDANCE WITH ITS DBA POLICY HOLDER'S BILLING CYCLE FOR PERFORMANCE BEGINNING UPON CONTRACT AWARD.

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 0               | 30-MAY-2013 |  |

(b)(4)

0001AH      CONTRACTOR ACQUIRED PROPERTY-FOB DWYER      \$ \_\_\_\_\_ \*\* NSP \*\*

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 0               | 30-MAY-2013 |  |

0001AJ      CONTRACTOR MANPOWER REPORTING-FOB DWYER      \$ \_\_\_\_\_ \*\* NSP \*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL  |
|----------|-------------|
| REL CD   | QUANTITY    |
|          | DATE        |
| 001      | 0           |
|          | 30-MAY-2013 |

0002 SECURITY CLASS: Unclassified

0002AA MOBILIZATION - FOB DWYER

(b)(4)

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

CLIN 0002AA FULLY FUNDS MOBILIZATION FOR FOB DWYER IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR ONLY.

THE CONTRACTOR SHALL INVOICE ONE TIME FOR MOBILIZATION COSTS UPON ACHIEVING FULL OPERATING CAPABILITY IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL  |
|----------|-------------|
| REL CD   | QUANTITY    |
|          | DATE        |
| 001      | 0           |
|          | 14-AUG-2012 |

(b)(4)

0002AB MOBILIZATION - FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2 PRON AMD: 01 ACRN: AB  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0002AB FULLY FUNDS MOBILIZATION FOR FOB

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

DELARAM II IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION ONLY.

THE CONTRACTOR SHALL INVOICE ONE TIME FOR MOBILIZATION COSTS UPON ACHIEVING FULL OPERATING CAPABILITY IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      | PERF COMPL      |             |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 0               | 14-AUG-2012 |

(b)(4)

0003      BASE YEAR OPTION - FOB DELARAM II

SECURITY CLASS: Unclassified

0003AA      TCN ARMED SECURITY GUARDS - FOB DELARAM II      (b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2      PRON AMD: 01      ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AA FULLY FUNDS 114 TCN ARMED SECURITY GUARDS FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE PER GUARD PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AA 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
|               | <u>DATE</u>     |
| 001           | 0               |
|               | 30-MAY-2013     |

(b)(4)

0003AB FVEY ARMED SECURITY GUARDS - FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2 PRON AMD: 01 ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AB FULLY FUNDS 42 FVEY ARMED SECURITY GUARDS FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE PER GUARD PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AB 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
|               | <u>DATE</u>     |
| 001           | 0               |
|               | 30-MAY-2013     |

(b)(4)

0003AC GUARD TEAM SUPERVISORS - FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2 PRON AMD: 01 ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AC FULLY FUNDS 9 GUARD TEAM SUPERVISORS



**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE PER SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance  
INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | QUANTITY | PERF COMPL  |
|----------|----------|-------------|
| REL CD   | DATE     | DATE        |
| 001      | 0        | 30-MAY-2013 |

(b)(4)

|        |   |        |
|--------|---|--------|
| 0003AD | <u>SHIFT SUPERVISORS - FOB DELARAM II</u> | (b)(4) |
|--------|---|--------|

NOUN: BASE YEAR OPTION- DELARAM II  
PRON: M22RB2FGM2      PRON AMD: 01      ACRN: AB  
AMS CD: 1351970000  
PSC: R430  
CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AD FULLY FUNDS 3 SHIFT SUPERVISORS FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE PER SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED AT (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance  
INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL |
|----------|------------|
|          |            |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

| REL CD | QUANTITY | DATE        |
|--------|----------|-------------|
| 001    | 0        | 30-MAY-2013 |

(b)(4)

0003AE OPERATIONS OFFICER - FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2 PRON AMD: 01 ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AE FULLY FUNDS 1 OPERATIONS OFFICER FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE FOR THE OPERATION OFFICER PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH INVOICED IN THE AMOUNT OF (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL |             |
|----------|------------|-------------|
| REL CD   | QUANTITY   | DATE        |
| 001      | 0          | 30-MAY-2013 |

(b)(4)

0003AF SITE MANAGER - FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2 PRON AMD: 01 ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AF FULLY FUNDS 1 SITE MANAGER FOR FOB DELARAM II FOR THE BASE YEAR PERFORMANCE.

PRICE FOR THE SITE MANAGER PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AF 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL INVOICED IN THE AMOUNT OF (b)(4).

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4).

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 0               | 30-MAY-2013 |

(b)(4)

0003AG

DEFENSE BASE INSURANCE (DBA)-FOB DELARAM II

(b)(4)

NOUN: BASE YEAR OPTION-DELARAM II  
 PRON: M22RB2FGM2      PRON AMD: 01      ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

COST REIMBURSABLE, NON - FEE BEARING CLIN 0003AG IS FOR DBA INSURANCE IN THE AMOUNT OF (b)(4) FOR 365 DAYS TO FULLY FUND THE BASE YEAR OPTION FOR FOB DELARAM II.

THE CONTRACTOR SHALL INVOICE AGAINST THIS CLIN IN ACCORDANCE WITH ITS DBA POLICY HOLDER'S BILLING CYCLE FOR PERFORMANCE BEGINNING UPON CONTRACT AWARD.

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 0               | 30-MAY-2013 |

(b)(4)

0003AH

CONTRACTOR ACQUIRED PROPERTY-FOB DELARAM II

\$ \_\_\_\_\_ \*\* NSP \*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W560MY-12-C-0006 MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

NOUN: BASE YEAR OPTION-DELARAM II

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
| 001           | 0               |

| <u>DATE</u> |
|-------------|
| 30-MAY-2013 |

0003AJ

CONTRACTOR MANPOWER REPORTING-FOB DELARAM II

\$ \*\* NSP \*\* \$ \*\* NSP \*\*

NOUN: BASE YEAR OPTION-DELARAM II

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
| 001           | 0               |

| <u>DATE</u> |
|-------------|
| 30-MAY-2013 |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 18 of 65****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD****Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |   |          |
|-----|---|----------|
| B-1 | 952.225-0006 CONTRACT DELIVERY REQUIREMENTS<br>(C3) | JUL/2010 |
|-----|---|----------|

(a) REQUIRED DELIVERY DATE: TBD

(b) CONTRACTOR DELIVERY LOCATION: Afghanistan

(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION &amp; ACCEPTANCE:

Contracting Officer Representative (COR)

(d) FINAL DELIVERY DESTINATION: Afghanistan

(e) POINT-OF-CONTACT AT FINAL DESTINATION:

Contracting Officer Representative (COR)

(f) REQUIRING ACTIVITY: Army Contracting Command - Rock Island (ACC-RI)  
Procuring Contracting Officer: Cheryl Nielsen  
E-mail: cheryl.l.nielsen8.civ@mail.mil

(End of clause)

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

Page 19 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |                      |   |          |
|-----|----------------------|---|----------|
| C-1 | 952.222-0001<br>(C3) | PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,<br>AND WITHHOLDING OF EMPLOYEE PASSPORTS | AUG/2011 |
|-----|----------------------|---|----------|

(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

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

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

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

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

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

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

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

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

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

|     |                      |   |          |
|-----|----------------------|---|----------|
| C-2 | 952.223-0001<br>(C3) | REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS | JUL/2010 |
|-----|----------------------|---|----------|

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

Victim:  
Name  
Gender (Male/Female)

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

Page 20 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

Age  
Nationality  
Country of permanent residence

**Incident:**

Description  
Location  
Date and time

**Other Pertinent Information**

(End of clause)

C-3 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES DEC/2011  
(C3) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, polices and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSC-) Operating in Contingency Operations;
- (2) DODI 3020.41, Operational Contract Support
- (3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;
- (4) DFARS 252.225-7039, Contractors Performing Private Security Functions;
- (5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S Armed Forces Deployed Outside the United States;
- (6) Class Deviation 2011 -00004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPORD 11-01 , Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 - Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency. Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) Communication Plan. The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces .
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training). (Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.



**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Failing to cooperate with Coalition and Host Nation forces.
- (2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (3) Failing to use a graduated force approach.
- (4) Failing to treat the local civilians with humanity or respect.
- (5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) Monthly Reporting. The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the time lines defined in the Performance Work Statement.

(End of clause)

|     |              |                                  |          |
|-----|--------------|----------------------------------|----------|
| C-4 | 952.225-0002 | ARMED PERSONNEL INCIDENT REPORTS | DEC/2011 |
|     | (C3)         |                                  |          |

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

|           |                   |
|-----------|-------------------|
| Umm Qasr  | 708-241 -5490     |
| Besmaya   | 708-242-0012/0014 |
| Taji      | 708-242-6775/6205 |
| Union III | 708-243-2377      |
| Tikrit    | 709-242-1002      |
| Kirkuk    | 708-242-2203      |

(c) AFGHANISTAN: In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone retransmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response

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

Page 23 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of clause)

C-5            952.225-0003        FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)        DEC/2011  
(C3)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please got to the following website: <http://comptroller.defense.gov/rateslfy2011.html> (change fiscal year as applicable).

(End of clause)

C-6            952.225-0005        MONTHLY CONTRACTOR CENSUS REPORTING        AUG/2011  
(C3)

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

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

Page 24 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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

(End of Clause)

C-7            952.225-0009            MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED            DEC/2011  
(C3)            EMPLOYEES

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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

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

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

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

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

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

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

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractors chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD

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

Page 25 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGOs) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

C-8 952.225-0022 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) APR/2012  
(C3)

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

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

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

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

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

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End)

C-9 952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION AUG/2011  
(C3) PROJECTS

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

(1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,

(2) 2011 National Electrical Code (NEC),

(3) American National Standards Institute (ANSI) C2, and

(4) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

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

Page 26 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.UFC: [http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4)NFPA 70: <http://www.nfpa.org>NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

C-10 52.237-4511 CONTRACTOR MANPOWER REPORTING  
(ACC-RI)

MAR/2005

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of statement of work)

(CS7111)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 27 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006<br>MOD/AMD            |                      |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|     | <u>Regulatory Cite</u> | <u>Title</u>                               | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-4               | INSPECTION OF SERVICES--FIXED-PRICE        | AUG/1996    |
| E-2 | 52.246-5               | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR/1984    |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 28 of 65**

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK  | APR/1984    |
| F-2 | 52.247-55              | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY  | JUN/2003    |
| F-3 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)                            | DEC/2011    |
| F-4 | 252.211-7007           | REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY | NOV/2008    |
| F-5 | 952.225-0008<br>(C3)   | SHIPPING INSTRUCTIONS FOR WEAPONS   | JUL/2010    |

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of clause)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 29 of 65

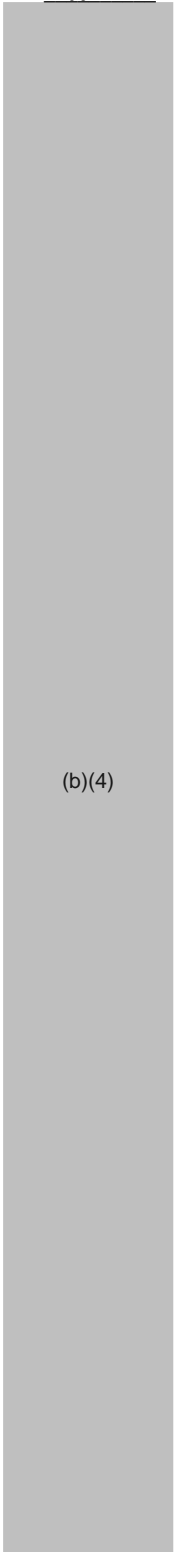
PIIN/SIIN W560MY-12-C-0006

MOD/AMD

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE<br>ITEM | PRON/<br>AMS CD/<br>MIPR                    | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN | OBLIGATED<br>AMOUNT |
|--------------|---|--------------|-----------------------|------|---------------------|
| 0001AA       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AB       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AC       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AD       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AE       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AF       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0001AG       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0002AA       | M22RB2FFM2<br>13519700000<br>DWR2B3DDP00037 | 1            |                       | AA   | \$                  |
| 0002AB       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AA       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AB       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AC       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AD       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AE       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |
| 0003AF       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186  | 1            |                       | AB   | \$                  |



(b)(4)



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD**

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| LINE         | PRON/<br>AMS CD/<br>MIPR | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN | OBLIGATED<br>AMOUNT |
|--------------|--------------------------|--------------|-----------------------|------|---------------------|
| 0003AG       | M22RB2FGM2               | 1            |                       | AB   | \$ (b)(4)           |
|              | 1351970000               |              |                       |      |                     |
|              | LNK2C3VBP00186           |              |                       |      |                     |
| <b>TOTAL</b> |                          |              |                       |      | \$ 17,448,051.44    |

| ACRN         | ACCOUNTING CLASSIFICATION             | OBLIGATED<br>AMOUNT |
|--------------|---------------------------------------|---------------------|
| AA           | 21 22020000028A208413519702540 S09076 | \$ 9,022,399.83     |
| AB           | 21 22020000028A2084135197025GN S09076 | \$ 8,425,651.61     |
| <b>TOTAL</b> |                                       | \$ 17,448,051.44    |

| LINE   | ACRN | EDI/SFIS | ACCOUNTING CLASSIFICATION  |
|--------|------|----------|--|
| 0001AA | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AB | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AC | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AD | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AE | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AF | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AG | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0002AA | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0002AB | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AA | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AB | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AC | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AD | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AE | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AF | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AG | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD**

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 252.222-7006           | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS | DEC/2010    |
| H-2 | 952.201-0001<br>(C3)   | OMBUDSMAN   | NOV/2010    |

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC-A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the C3 Ombudsman at: To be determined at a later date.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of Clause)

|     |                      |   |          |
|-----|----------------------|---|----------|
| H-3 | 952.225-0011<br>(C3) | GOVERNMENT FURNISHED CONTRACTOR SUPPORT | DEC/2011 |
|-----|----------------------|---|----------|

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

\* CAAF means Contractors Authorized to Accompany Forces .

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

**U.S. Citizens**

|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Services** | <input type="checkbox"/> DFACs                                    | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon                            | <input type="checkbox"/> Excess Baggage                           | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                                    | <input checked="" type="checkbox"/> Fuel Authorized(Mission Only) | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*  | <input type="checkbox"/> Govt Furnished Meals                     | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)                 | <input type="checkbox"/> Military Banking                         | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge  | <input type="checkbox"/> Military Clothing                        | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                                   | <input checked="" type="checkbox"/> Military Exchange             | <input type="checkbox"/> None               |
| <input type="checkbox"/> Dependents Authorized                        | <input type="checkbox"/> Embassy Air***                           | <input type="checkbox"/> Embassy Clinic     |

**Third-Country National (TCN) Employees**

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

**Local National (LN) Employees**

|  |   |  |
|--|---|--|
| <input type="checkbox"/> N/A               | <input type="checkbox"/> DFACs          | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR          |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 32 of 65**

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

- Billeting
- CAAF\*
- Controlled Access Card (CAC)
- Badge
- Commissary
- Dependents Authorized
- Fuel Authorized
- Govt Furnished Meals
- Military Banking
- Military Clothing
- Military Exchange
- Embassy Air\*\*\*
- MWR
- Resuscitative Care
- Transportation
- All
- None
- Embassy Clinic

(End of clause)

H-4            52.245-4506            GOVERNMENT FURNISHED PROPERTY            OCT/1994  
                       (ACC-RI)  
 Schedule of Government Furnished Property

- (a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 0003 of this document for use in the performance of this contract.
- (b) The property shall be delivered in accordance with the schedule set forth in attachment number 0001 of this document.
- (c) If the property is not received in accordance with the schedule set forth in attachment number 0001 of this document, the Contractor shall immediately notify the Contracting Officer in writing.
- (d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-5            952.225-0004            COMPLIANCE WITH LAWS AND REGULATIONS            DEC/2011  
                       (C3)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.
  - (1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
  - (2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.
- (c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

Page 33 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of clause)

H-6 952.225-0013 CONTRACTOR HEALTH AND SAFETY  
(C3)

AUG/2011

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

H-7 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN  
(C3)

AUG/2011

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractors responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractors exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;

(ii) the number of days for the LOA (no more than 30 calendar days); and

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

Page 34 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employees LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employees badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractors possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a relief of responsibility from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. \a7 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractors company in the SPOT database. The release of employee information must be accomplished no more than 30

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| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W560MY-12-C-0006<br><b>MOD/AMD</b> | <b>Page 35 of 65</b> |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |   |                      |

calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the Contractor Accountability and Personnel Recovery Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

H-8            952.225-0019            COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN)            AUG/2011  
(C3)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 36 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD              |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

H-9            952.225-0020            CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)            AUG/2011  
(C3)

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If

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

Page 37 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

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

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

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

(End of Clause)

H-10 952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) APR/2011  
(C3)

(a) This C3 special clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure DBA insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA Insurance unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this selfinsurance shall be provided to the Contracting Officer. The contractor shall submit either proof of a valid DBA Insurance policy or acceptance of an application with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE, CENTCOM Contracting Command (C') and U.S. Army Contracting Command (40StH CSB) contract are as follows:

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|--------------|--|
| Services     | \$ 3.50 per \$100 of employee remuneration |
| Construction | \$ 4.25 per \$100 of employee remuneration |
| Aviation     | \$17.00 per \$100 of employee remuneration |
| Security     | \$10.00 per \$100 of employee remuneration |

(c) Labor Category/Job Classification Definitions:

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/ septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Labor Day Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA insurance coverage directly from CNA Insurance Co.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the contractor's or subcontractor's DBA Insurance policy is due to be renewed.



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| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br>PIIN/SIIN W560MY-12-C-0006      MOD/AMD | <b>Page 38 of 65</b> |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |   |                      |

(f) CNA's broker (Rutherford) shall provide proof of confirmation of coverage within 3 working days of receipt of a completed insurance application. This confirmation should be used by the contracting officer to issue notice to proceed with performance.

(g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.

(h) Claims Reporting. The Contractor shall make timely DBA insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.

(i) The insurance carrier/broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for overpayment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(j) Failure to obtain DBA insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

(End of Clause)

H-11      952.232-0004      PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)      DEC/2011  
(C3)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

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

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LOA

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

(End of clause)

H-12      952.232-0005      C3 WIDE AREA WORKFLOW INSTRUCTIONS      JUL/2010  
(C3)

(a) To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS," C3 uses Wide Area Workflow - Receipt and Acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

(b) The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

(c) The Contractor may submit a payment request using other than WAWF-RA only when:

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF-RA;

(2) DoD is unable to receive a payment request in electronic form; or

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) INSTRUCTIONS:

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

Page 39 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

The contractor shall register to use WAWF at \\*HYPERLINK "https://wawf.eb.mil" <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk in Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at \\*HYPERLINK "http://www.wawftraining.com/" <http://www.wawftraining.com/> .

## (e) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- (1) Progress Payment (For use under contractually authorized Progress Payments)
- (2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- (3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- (4) "2-in-1" (For Service CLINS only)

(5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

## (f) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor CAGE Code\* 1GTH7

Pay DoDAAC (Department of Defense Activity Address Code)\*: HQ0338

Issue DoDAAC\*: W560MY

Admin DoDAAC\*: S2404A

Inspect by DoDAAC\*: W560MY

Contracting Officer\* Cheryl Nielsen/W560MY

Ship to Code\*: Not Required for Services

\*Required fields in WAWF. CAGE Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(g) When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

(h) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

(i) The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

(j) Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number

Delivery Order number (if applicable)

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

Page 40 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

Shipment Number  
Invoice Number  
Item Number (CLIN Number from contract)  
Stock Number (NSN)

(k) In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition LOT and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple LOT numbers or multiple MILSTRIP requisition document numbers, each LOT number and MILSTRIP requisition number must be identified separately.

(End of clause)

H-13            52.237-4501            ACCOUNTING FOR PERSONNEL            MAR/2001  
(ACC-RI)

As directed by the Contracting Officer or his/her representative, the Contractor shall report its employees by:

- (a) Last Name, First Name, Middle initial
- (b) Social Security Number
- (c) Name of Contract Company
- (d) Specialty
- (e) Area of Deployment
- (f) Duration of Deployment
- (g) Purpose of Deployment
- (h) Point of Contact for Deployment
- (i) Possession of any Specialized Equipment

In addition, the contractor should report whenever entering and leaving the area of operations to the AMC-Forward Commander who will disseminate via SITREP to the G4, Force Protection, theater PARC, and the Contracting Officer.

(End of clause)

(HS7800)

H-14            52.242-4591            CONTRACTOR PERFORMANCE INFORMATION            DEC/2005  
(ACC-RI)

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 41 of 65****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD**

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**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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(End of clause)

(HS7015)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 42 of 65**

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JAN/2012    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | OCT/2010    |
| I-6  | 52.203-8               | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | OCT/2010    |
| I-9  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER   | MAY/2011    |
| I-10 | 52.204-7               | CENTRAL CONTRACTOR REGISTRATION  | APR/2008    |
| I-11 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010    |
| I-12 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JAN/2012    |
| I-13 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-14 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010    |
| I-15 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-16 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-17 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-18 | 52.222-35              | EQUAL OPPORTUNITY FOR VETERANS   | SEP/2010    |
| I-19 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | OCT/2010    |
| I-20 | 52.222-37              | EMPLOYMENT REPORTS ON VETERANS   | SEP/2010    |
| I-21 | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT   | DEC/2010    |
| I-22 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| I-23 | 52.222-54              | EMPLOYMENT ELIGIBILITY VERIFICATION  | JAN/2009    |
| I-24 | 52.223-18              | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  | AUG/2011    |
| I-25 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2008    |
| I-26 | 52.227-1               | AUTHORIZATION AND CONSENT  | DEC/2007    |
| I-27 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC/2007    |
| I-28 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003    |
| I-29 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-30 | 52.232-11              | EXTRAS   | APR/1984    |
| I-31 | 52.232-18              | AVAILABILITY OF FUNDS  | APR/1984    |
| I-32 | 52.232-22              | LIMITATION OF FUNDS  | APR/1984    |
| I-33 | 52.232-23              | ASSIGNMENT OF CLAIMS   | JAN/1986    |
| I-34 | 52.232-25              | PROMPT PAYMENT   | OCT/2008    |
| I-35 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-36 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-37 | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004    |
| I-38 | 52.237-3               | CONTINUITY OF SERVICES   | JAN/1991    |
| I-39 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-40 | 52.243-1               | CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)  | APR/1984    |
| I-41 | 52.245-1               | GOVERNMENT PROPERTY  | AUG/2010    |
| I-42 | 52.245-9               | USE AND CHARGES  | AUG/2010    |
| I-43 | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003    |
| I-44 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004    |
| I-45 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-46 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-47 | 252.201-7000           | CONTRACTING OFFICER'S REPRESENTATIVE   | DEC/1991    |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD**

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-48 | 252.203-7000           | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  | SEP/2011    |
| I-49 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                     | DEC/2008    |
| I-50 | 252.203-7002           | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS  | JAN/2009    |
| I-51 | 252.204-7000           | DISCLOSURE OF INFORMATION  | DEC/1991    |
| I-52 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-53 | 252.204-7004           | ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)  | SEP/2007    |
| I-54 | 252.204-7005           | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES  | NOV/2001    |
| I-55 | 252.204-7006           | BILLING INSTRUCTIONS   | OCT/2005    |
| I-56 | 252.204-7008           | EXPORT-CONTROLLED ITEMS  | APR/2010    |
| I-57 | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| I-58 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY          | DEC/2006    |
| I-59 | 252.222-7002           | COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)  | JUN/1997    |
| I-60 | 252.223-7002           | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES   | MAY/1994    |
| I-61 | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES                             | OCT/2010    |
| I-62 | 252.225-7039           | CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS  | AUG/2011    |
| I-63 | 252.225-7041           | CORRESPONDENCE IN ENGLISH  | JUN/1997    |
| I-64 | 252.227-7014           | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION              | MAR/2011    |
| I-65 | 252.227-7016           | RIGHTS IN BID OR PROPOSAL INFORMATION  | JAN/2011    |
| I-66 | 252.227-7025           | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | MAR/2011    |
| I-67 | 252.228-7000           | REIMBURSEMENT FOR WAR-HAZARD LOSSES  | DEC/1991    |
| I-68 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-69 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  | MAR/2008    |
| I-70 | 252.232-7008           | ASSIGNMENT OF CLAIMS (OVERSEAS)  | JUN/1997    |
| I-71 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS  | DEC/2006    |
| I-72 | 252.233-7001           | CHOICE OF LAW (OVERSEAS)   | JUN/1997    |
| I-73 | 252.237-7010           | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL  | NOV/2010    |
| I-74 | 252.242-7005           | CONTRACTOR BUSINESS SYSTEMS  | MAY/2011    |
| I-75 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-76 | 252.245-7001           | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY  | FEB/2011    |
| I-77 | 252.245-7002           | REPORTING LOSS OF GOVERNMENT PROPERTY  | FEB/2011    |
| I-78 | 252.245-7003           | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION   | MAY/2011    |
| I-79 | 252.245-7004           | REPORTING, REUTILIZATION, AND DISPOSAL   | AUG/2011    |
| I-80 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE II (MAR 2000)                                  | MAR/2000    |
| I-81 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)                                 | MAY/2002    |

I-82      52.217-6      OPTION FOR INCREASED QUANTITY      MAR/1989

The Government may exercise the option at time of award for FOB Delaram II or increase the quantity of security guards called for in the Schedule at the unit price specified up to a quantity of 75 security guards per location. The Contracting Officer may exercise the option at time of award for FOB Delaram or by written notice to the Contractor within 30 days prior to the end of the period of performance on more than one occasion in varying quantities called for in the schedule at the unit price specified. The additional guards over and above the scheduled quantity will not to exceed the 75 guard ceiling per location. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

I-83      52.217-8      OPTION TO EXTEND SERVICES      NOV/1999

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

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|---|---|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W560MY-12-C-0006<br><b>MOD/AMD</b> | <b>Page 44 of 65</b> |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |   |                      |

(End of Clause)

I-84            52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR/2000

(a) This contract includes evaluated options.

(b) The Government may extend the term of this contract by written notice to the Contractor prior to expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years from date of award with the exception of the Option to Extend Services Clause.

Offered prices for the option years are set forth in the attached Price Matrix, Attachment 0002 set forth in Section J of the contract. Base Year Option will include adding services to future security requirements. Pricing utilized for the base year option will be prices offered for under the Base Year Tab set forth in the Price Matrix. The Government reserves the right to request services in that Base Year CLINs.

(e) Subject to the limitations of this clause, the Government may exercise this option on one or more occasions within the option periods.

(End of Clause)

I-85            52.222-50            COMBATING TRAFFICKING IN PERSONS (FEB 2009) -- ALTERNATE I (AUG 2007)            AUG/2007

(a) Definitions. As used in this clause

"Coercion" means

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) All directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance: Afghanistan

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.



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

Page 46 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(End of clause)

I-86            52.232-34            PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR            MAY/1999  
REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ``designated office'') by time of award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

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

Page 47 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

I-87

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers 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 promptly, within 30 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

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

Page 48 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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 Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, 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 paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, 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.
- (e) 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 Contractors 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

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 49 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD              |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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 Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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

(End of Clause)

I-88            52.244-2            SUBCONTRACTS            OCT/2010

(a) Definitions. As used in this clause

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

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: TBD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 50 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD              |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

I-89

52.245-2

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

AUG/2010

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is'' condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the contract.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause is set forth in Attachment 0003 (See Section J) of the contract.

(End of Clause)

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

I-90      252.225-7040      CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES      JUN/2011  
DEPLOYED OUTSIDE THE UNITED STATES

(a) Definitions. As used in this clause

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are

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

Page 52 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

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

(e) Pre-deployment requirements.

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

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

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

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

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

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

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who



Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The Government will issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

(i) Are adequately trained to carry and use them

(A) Safely;

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

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 55 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD              |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-91            252.225-7043            ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE            MAR/2006  
THE UNITED STATES

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

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

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is:
- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Procuring Contracting Officer (PCO).

(End of clause)

I-92 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND APR/2011  
AREA OF RESPONSIBILITY (DEVIATION 2011-00004)

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

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable--

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

(2) Treaties and international agreements;

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

Page 57 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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

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

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

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

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

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

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

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

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

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

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

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

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

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

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

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

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to--

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

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

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

(g) Registration of Contractor personnel and private security contractor equipment.

(1) The Contractor is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

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

Page 58 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone--

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

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

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

(ii) To register in SPOT:

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

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

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

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

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

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

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

(i) Weapons.

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

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

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

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

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

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

(A) Safely;

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

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W560MY-12-C-0006<br><b>MOD/AMD</b> | <b>Page 59 of 65</b> |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |   |                      |

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

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

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

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

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

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

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

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

(End of clause)

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government will identify upon contract award all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

|      |             |                    |          |
|------|-------------|--------------------|----------|
| I-94 | 52.228-4567 | REQUIRED INSURANCE | DEC/2010 |
|      | (ACC-RI)    |                    |          |

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

| <u>TYPE</u>          | <u>AMOUNT</u>  |
|----------------------|--|
| Workers Compensation | As required by Law   |
| Employers Liability  | Minimum liability limit \$100,000  |
| General Liability    | Minimum bodily injury limits, \$500,000 per occurrence                                     |
| Automobile Liability | Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and |

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 61 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006<br>MOD/AMD            |                      |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

\$20,000 per occurrence for property damage

Aircraft Public and Passenger Liability

Coverage required when contract performance involves use of aircraft:  
Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.

Vessel Collision Liability

Coverage required when contract performance involves use of vessels:  
Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-95            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/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 Contractors 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).

(End of Clause)

I-96            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            APR/2009

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part



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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 62 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD              |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [\\\*HYPERLINK "http://www.sba.gov/services/contractingopportunities/sizestandardtopics/"http://www.sba.gov/services/contractingopportunities/sizestandardtopics/](http://www.sba.gov/services/contractingopportunities/sizestandardtopics/) .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ X ] is not a small business concern under NAICS Code 561612 assigned to contract number W560MY-12-C-0006.

(End of clause)

I-97

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 63 of 65</b> |
|   | PIIN/SIIN W560MY-12-C-0006<br>MOD/AMD            |                      |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |  |                      |

I-98            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-99            252.225-7997            ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED            AUG/2010  
CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN  
(DEVIATION 2010-00014)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

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

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

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

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials:

(i) U.S. Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

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

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

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

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

(End of clause)

I-100            252.225-7999            REQUIREMENT FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, OR            NOV/2009  
THE SOUTH CAUCASUS (DEVIATION 2009-00012)

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

(1) "Product from Central Asia, Pakistan, or the South Caucasus" means a product that is mined produced, or manufactured in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan.

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

(b) The Contractor shall provide only products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia,

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 64 of 65</b> |
|                           | PIIN/SIIN W560MY-12-C-0006<br>MOD/AMD            |                      |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

Pakistan, or the South Caucasus under this contract, unless, in its offer, it specified that it would provide products or services other than products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus.

(End of clause)

I-101            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES            JAN/2012  
                   (DEV 2012-            CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)  
                   00005)

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

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

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

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

(End of clause)

I-102            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            JAN/2012  
                   (DEV 2012-            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-  
                   00005)            00005)

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

(1) Subject to extortion or corruption; or

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

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

(End of clause)

I-103            52.201-4500            AUTHORITY OF GOVERNMENT REPRESENTATIVE            FEB/1993  
                   (ACC-RI)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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

Page 65 of 65

PIIN/SIIN W560MY-12-C-0006

MOD/AMD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Exhibit A              | EXHIBIT A   |             |                        |                       |
| Exhibit B              | EXHIBIT B   |             |                        |                       |
| Exhibit C              | EXHIBIT C   |             |                        |                       |
| Exhibit D              | EXHIBIT D   |             |                        |                       |
| Exhibit E              | EXHIBIT E   |             |                        |                       |
| Exhibit F              | EXHIBIT F   |             |                        |                       |
| Exhibit G              | EXHIBIT G   | 02-DEC-2011 |                        |                       |
| Exhibit H              | EXHIBIT H   |             |                        |                       |
| Exhibit J              | EXHIBIT I   |             |                        |                       |
| Exhibit K              | EXHIBIT J   |             |                        |                       |
| Exhibit L              | EXHIBIT K   |             |                        |                       |
| Exhibit M              | EXHIBIT L   |             |                        |                       |
| Exhibit N              | EXHIBIT M   |             |                        |                       |
| Exhibit P              | EXHIBIT N   |             |                        |                       |
| Exhibit Q              | EXHIBIT O   |             |                        |                       |
| Exhibit R              | EXHIBIT P   |             |                        |                       |
| Exhibit S              | EXHIBIT Q   |             |                        |                       |
| Exhibit T              | EXHIBIT R   |             |                        |                       |
| Exhibit U              | EXHIBIT S   |             |                        |                       |
| Exhibit V              | EXHIBIT T   |             |                        |                       |
| Exhibit W              | EXHIBIT U   |             |                        |                       |
| Exhibit X              | EXHIBIT V   |             |                        |                       |
| Exhibit Y              | EXHIBIT W   |             |                        |                       |
| Exhibit Z              | EXHIBIT X   |             |                        |                       |
| Exhibit AA             | EXHIBIT Z   |             |                        |                       |
| Exhibit AB             | EXHIBIT AA  |             |                        |                       |
| Exhibit AC             | EXHIBIT AB  |             |                        |                       |
| Exhibit AD             | EXHIBIT AC  |             |                        |                       |
| Exhibit AE             | EXHIBIT Y   |             |                        |                       |
| Attachment 0001        | PERFORMANCE WORK STATEMENT  | 23-MAR-2012 |                        |                       |
| Attachment 0002        | PRICE MATRIX  | 20-APR-2012 |                        |                       |
| Attachment 0003        | GOVERNMENT FURNISHED EQUIPMENT (GFE)  |             |                        |                       |
| Attachment 0004        | ACKNOWLEDGEMENT AND ACCEPTANCE OF DOD CAC                                   | 08-MAY-2012 |                        |                       |
| Attachment 0005        | DD 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION | 28-DEC-2011 |                        |                       |
| Attachment 0006        | CONTRACTOR DELIVERABLE REPORT LISTING (CDRL)                                |             |                        |                       |
| Attachment 0007        | DECREE 62, BRIDGING STRATEGY  |             |                        |                       |
| Attachment 0008        | QUESTIONS AND ANSWERS   | 13-FEB-2012 |                        |                       |
| Attachment 0009        | DPC-E DEPLOYMENT PROCESSING CHECKLIST                                       | 13-FEB-2012 |                        |                       |
| Attachment 0010        | ITAR GUIDANCE   | 13-FEB-2012 |                        |                       |
| Attachment 0011        | C3 COMMANDERS CRITICAL INFORMATION REQUIREMENTS (CCIR)                      | 20-MAR-2012 |                        |                       |

**2. Amendment/Modification No.** P00001 **3. Effective Date** 2012SEP24 **4. Requisition/Purchase Req No.** SEE SCHEDULE **5. Project No. (If applicable)**

**6. Issued By** Code W560MY **7. Administered By (If other than Item 6)** Code S2404A  
ARMY CONTRACTING COMMAND - RI-C3  
CCRC-RA  
NICHOLE SEGURA (309)782-0517  
BLDG 60 RODMAN AVENUE  
ROCK ISLAND , IL 61299-8000  
WS: No Identified Army Weapons Systems  
EMAIL: NICHOLE.SEGURA@US.ARMY.MIL  
DCMA MANASSAS  
10500 BATTLEVIEW PKWY  
SUITE 200  
MANASSAS VA 20109-2342  
SCD A PAS NONE ADP PT HQ0338

**8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)**  
ACADEMI TRAINING CENTER, INC.  
850 PUDDIN RIDGE RD  
P.O. BOX 1029  
MOYOCK, NC 27958-8679  
TYPE BUSINESS: Domestic Firm Performing Outside U.S.  
**9A. Amendment Of Solicitation No.**  
**9B. Dated (See Item 11)**  
**10A. Modification Of Contract/Order No.** W560MY-12-C-0006  
**10B. Dated (See Item 13)** 2012MAY31  
Code 1GTH7 Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting And Appropriation Data (If required)**  
SEE SECTION G (IF APPLICABLE)

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

KIND MOD CODE: G  
 A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
The Contract/Order No. In Item 10A.  
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).  
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 Changes - Fixed Price  
 D. Other (Specify type of modification and authority)

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

**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
SEE SECOND PAGE FOR DESCRIPTION

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

**15A. Name And Title Of Signer (Type or print)** \_\_\_\_\_ **16A. Name And Title Of Contracting Officer (Type or print)**  
MARIELLEN CROSSON  
MARIELLEN.CROSSON@US.ARMY.MIL (309)782-5405  
**15B. Contractor/Offendor** \_\_\_\_\_ **15C. Date Signed** \_\_\_\_\_ **16B. United States Of America** \_\_\_\_\_ **16C. Date Signed** 2012SEP24  
(Signature of person authorized to sign) \_\_\_\_\_ /SIGNED/ \_\_\_\_\_  
(Signature of Contracting Officer)

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

Page 2 of 14

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00001

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION A - SUPPLEMENTAL INFORMATION

The reason for Modification P00001 to Contract W560MY-12-C-0006 is explained below:

1. Due to diplomatic issues in getting TCNs into Afghanistan, the requirement to provide TCN personnel has been removed from this contract. The funding will be reallocated to purchase an additional 100 FVEYs to be located at Camp Dwyer, FOB Payne and FOB Geronimo.

2. The division of locations on the additional 100 FVEY guards for CLIN 0003AA and 0003AK is as follows:

- a. Camp Dwyer = 56 guards
- b. FOB Payne = 22 guards
- c. FOB Geronimo = 22 guards

3. The division of personnel at all locations for a total of 215 FVEY guards on contract is as follows:

|                       | Dwyer | Payne | Geronimo |
|-----------------------|-------|-------|----------|
| Site Manger           | 1     | 0     | 1        |
| Operations Officer    | 1     | 1     | 0        |
| Shift Supervisor      | 3     | 0     | 3        |
| Guard Team Supervisor | 9     | 6     | 3        |
| FVEY Guards           | 101   | 43    | 43       |
| Totals                | 115   | 50    | 50       |

4. As a result, the PWS was modified and is now dated 17 Sep 2012.

5. In addition, the following CLINs have been revised:

- a. 0001AA TCN Armed Security Guards - FOB Dwyer Deobligated in the full amount of (b)(4)
- b. 0002AB is renamed
  - i. From: Mobilization - FOB Delaram II
  - ii. To: Mobilization - FOB Payne/Geronimo
- c. 0003AA is renamed
  - i. From: TCN Armed Security Guards - FOB Delaram II
  - ii. To: 100 Additional FVEY Armed Security Guards
- d. 0003AA has increased funding in the amount of (b)(4) for a total of (b)(4) to incrementally fund the additional 100 FVEY Armed Security Guards. CLIN 0003AA and CLIN 0003AK support the additional 100 FVEY in the total amount of (b)(4). The balance of funds are provided at CLIN 0003AK.
- e. 0003AB is renamed
  - i. From: FVEY Armed Security Guards - FOB Delaram II
  - ii. To: FVEY Armed Security Guards - FOB Payne/Geronimo
- f. 0003AC is renamed
  - i. From: Guard Team Supervisors - FOB Delaram II
  - ii. To: Guard Team Supervisors - FOB Payne/Geronimo
- g. 0003AD is renamed
  - i. From: Shift Supervisors - FOB Delaram II
  - ii. To: Shift Supervisors - FOB Geronimo
- h. 0003AE is renamed
  - i. From: Operations Officer - FOB Delaram II
  - ii. To: Operations Officer - FOB Payne
- i. 0003AF is renamed
  - i. From: Site Manager - FOB Delaram II
  - ii. To: Site Manager - FOB Geronimo
- j. 0003AG is renamed
  - i. From: Defense Base Insurance (DBA) - FOB Delaram II
  - ii. To: Defense Base Insurance (DBA) - FOB Payne/Geronimo
- k. 0003AJ is renamed
  - i. From: Contractor Manpower Reporting - FOB Delaram
  - ii. To: Contractor manpower reporting - FOB Payne/Geronimo
- l. 0003AK 100 Additional FVEY Armed Security Guards is created to fully fund the remaining amount from CLIN 0003AA for the 100 Additional FVEY Armed Security Guards in the amount of (b)(4).

6. Incorporate Notice to Proceed (NTP) 001 Amend 1 dated 17 Sep 2012 to lease the weapons from the contractor and allow it to purchase PPE. Academi's proposal for Weapons and PPE, dated 10 Sep 2012, establishes the ceiling price for the NTP in the amount of (b)(4). Additional funds, if necessary, will be obligated once the NTP negotiations are finalized.

- a. The ceiling price for PPE is NTE (b)(4) the obligated amount on CLIN 0004AA of the NTP is not to exceed (b)(4) which is 75% of the ceiling price.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 14****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD** P00001**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

b. The ceiling price for Weapons is NTE (b)(4) the obligated amount on CLIN 0004AB of the NTP is not to exceed (b)(4) which is 75% of the ceiling price.

7. Updated FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards.
8. These funding actions have increased the obligated value of this contract by \$4,032,966.22 from \$17,448,051.44 to \$21,481,017.66.
9. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00001

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

0001 RB-FOB DWYER

0001AA TCN ARMED SECURITY GUARDS - FOB DWYER

NOUN: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 03 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

This CLIN was deobligated in the full amount of  
 (b)(4)

(End of narrative B002)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
|               | <u>DATE</u>     |
| 001           | 0               |
|               | 30-MAY-2013     |

0002 RB-DELARAM II EXPANS

0002AB MOBILIZATION - FOB PAYNE/GERONIMO

(b)(4)

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2 PRON AMD: 03 ACRN: AB  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      | PERF COMPL      |
|---------------|-----------------|
| <u>REL CD</u> | <u>QUANTITY</u> |
|               | <u>DATE</u>     |
| 001           | 0               |
|               | 14-AUG-2012     |

(b)(4)



**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0003      RB-DELARAM II EXPANS

0003AA      100 ADDITIONAL FVEY ARMED SECURITY GUARDS

(b)(4)

NOUN: RB-DELARAM II EXPANS  
PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
AMS CD: 1351970000  
PSC: R430  
CUSTOMER ORDER NO: LNK2C3VBP00186

Base year CLIN 0003AA incrementally funds 100 FVEY Armed Security Guards for the base year performance.

The division of locations on the additional 100 FVEY guards for CLIN 0003AA and 0003AK is as follows:  
a. Camp Dwyer = 56 guards  
b. FOB Payne = 22 guards  
c. FOB Geronimo = 22 guards

Price per guard per day is (b)(4) for a total of 226 days in the total incremental amount of (b)(4). Contractor shall bill nine (9) months at a rate of (b)(4) and the tenth (10) month at a rate of (b)(4) for a total incremental amount of (b)(4).

The contractor is allowed to invoice against CLIN 0003AA 60 days after contract award upon reaching full operating capability (FOC).

The remaining amount to fully fund this CLIN will be on CLIN 0003AK in the amount of (b)(4) for a total amount of (b)(4).

(End of narrative B002)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | PERF COMPL  |
|----------|-------------|
| REL CD   | DATE        |
| 001      | 30-MAY-2013 |

(b)(4)

0003AB      FVEY ARMED SECURITY GUARDS - FOB PAYNE/GERON

(b)(4)

NOUN: RB-DELARAM II EXPANS  
PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AB FULLY FUNDS 42 FVEY ARMED SECURITY GUARDS FOR FOB PAYNE/GERONIMO FOR THE BASE YEAR PERFORMANCE.

PRICE PER GUARD PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AB 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4).

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

0003AC

GUARD TEAM SUPERVISORS - FOB PAYNE/GERONIMO

(b)(4)

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
 AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AC FULLY FUNDS 9 GUARD TEAM SUPERVISORS FOR FOB PAYNE/GERONIMO FOR THE BASE YEAR PERFORMANCE.

The division of locations for the Guard Team Supervisors FOB Payne/Geronimo is as follows:

- a. FOB Payne = 6 Guard Team Supervisors
- b. FOB Geronimo = 3 Guard Team Supervisors

PRICE PER SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH.

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4).

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

0003AD

SHIFT SUPERVISORS - FOB GERONIMO

(b)(4)

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00001

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2 PRON AMD: 03 ACRN: AB  
 AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AD FULLY FUNDS 3 SHIFT SUPERVISORS FOR  
 FOB GERONIMO FOR THE BASE YEAR PERFORMANCE.

PRICE PER SUPERVISOR PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN  
 THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS  
 AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC)  
 IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH  
 INVOICED AT (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE  
 IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | QUANTITY | PERF COMPL  |
|----------|----------|-------------|
| REL CD   | DATE     | DATE        |
| 001      | 0        | 30-MAY-2013 |

(b)(4)

0003AE

OPERATIONS OFFICER - FOB PAYNE

(b)(4)

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2 PRON AMD: 03 ACRN: AB  
 AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AE FULLY FUNDS 1 OPERATIONS OFFICER FOR  
 FOB PAYNE FOR THE BASE YEAR PERFORMANCE.

PRICE FOR THE OPERATION OFFICER PER DAY IS (b)(4) FOR A TOTAL OF  
 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AC 60 DAYS  
 AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC)  
 IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL MONTH  
 INVOICED IN THE AMOUNT OF (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE  
 IN THE AMOUNT OF (b)(4)

(End of narrative B001)

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH      PERF COMPL  
REL CD      QUANTITY      DATE  
 001      0      30-MAY-2013

(b)(4)

0003AF      SITE MANAGER - FOB GERONIMO

(b)(4)

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
 AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

BASE YEAR OPTION CLIN 0003AF FULLY FUNDS 1 SITE MANAGER FOR FOB GERONIMO FOR THE BASE YEAR PERFORMANCE.

PRICE FOR THE SITE MANAGER PER DAY IS (b)(4) FOR A TOTAL OF 365 DAYS IN THE AMOUNT OF (b)(4) FOR THE BASE YEAR OPTION.

THE CONTRACTOR IS ALLOWED TO INVOICE AGAINST CLIN 0003AF 60 DAYS AFTER CONTRACT AWARD UPON REACHING FULL OPERATING CAPABILITY (FOC) IN THE AMOUNT OF (b)(4) PER MONTH WITH THE FINAL INVOICED IN THE AMOUNT OF (b)(4)

THIS MONTHLY RATE WILL FULLY FUND THE BASE YEAR OPTION PERFORMANCE IN THE AMOUNT OF (b)(4)

(End of narrative B001)

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

0003AG      DEFENSE BASE INSURANCE (DBA)-FOB PAYNE/GERON

(b)(4)

NOUN: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
 AMS CD: 1351970000  
 CUSTOMER ORDER NO: LNK2C3VBP00186

COST REIMBURSABLE, NON - FEE BEARING CLIN 0003AG IS FOR DBA INSURANCE IN THE AMOUNT OF (b)(4) FOR 365 DAYS TO FULLY FUND THE BASE YEAR OPTION FOR FOB PAYNE/GERONIMO.

THE CONTRACTOR SHALL INVOICE AGAINST THIS CLIN IN ACCORDANCE WITH ITS DBA POLICY HOLDER'S BILLING CYCLE FOR PERFORMANCE BEGINNING UPON CONTRACT AWARD.

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00001

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE          | AMOUNT              |
|---------|--|----------|------|---------------------|---------------------|
| 0003AJ  | <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CONTRACTOR MANPOWER REPORTING-FOB PAYNE/GERO</u></p> <p>NOUN: BASE YEAR OPTION-PAYNE/GERONI</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD QUANTITY DATE</u><br/>                     001 0 30-MAY-2013</p>  |          |      | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |
| 0003AK  | <p><u>100 ADDITIONAL FVEY ARMED SECURITY GUARDS</u></p> <p>NOUN: RB-FOB<br/>                     PRON: M22RB2FFM2 PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 13519700000<br/>                     PSC: R430<br/>                     CUSTOMER ORDER NO: DWR2B3DDP00037</p> <p>Base year option CLIN 0003AK fully funds 100 FVEY Armed Security Guards for the base year performance.</p> <p>The division of locations on the additional 100 FVEY guards for CLIN 0003AA and 0003AK is as follows:<br/>                     a. Camp Dwyer = 56 guards<br/>                     b. FOB Payne = 22 guards<br/>                     c. FOB Geronimo = 22 guards</p> <p>Price per guard per day is (b)(4) for a total of 226 days in the total incremental amount of (b)(4) Contractor shall bill nine (9) months at a rate of (b)(4) and the tenth (10) month at a rate of (b)(4) for a total incremental amount of (b)(4)</p> <p>The contractor is allowed to invoice against CLIN 0003AK 60 days after contract award upon reaching full operating capability (FOC).</p> <p>CLIN 0003AA and CLIN 0003AK together fully fund the additional 100 FVEY. Price per guard per day is (b)(4) for a total of 226 days in the total fully funded amount of (b)(4)</p> <p>(End of narrative B001)</p> |          |      |                     | <p>(b)(4)</p>       |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | REL CD | QUANTITY | PERF COMPL | DATE        |
|----------|--------|----------|------------|-------------|
|          | 001    | 0        |            | 30-MAY-2013 |

(b)(4)

0004      RB-FOB

0004AA      NTP 001 AMEND 1 - PPE (b)(4)

NOUN: RB-FOB  
 PRON: M22RB2FFM2      PRON AMD: 03      ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

Incorporate Notice to Proceed (NTP) 001 Amend 1 for the base year performance.

This CLIN is a FFP effort for PPE.

CLIN 0004AA establishes the ceiling price of (b)(4) and is funded at 75% of the ceiling price in the amount of (b)(4)

Additional funds, if necessary, will be obligated once the NTP negotiations are finalized.

(End of narrative B001)

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH | REL CD | QUANTITY | PERF COMPL | DATE        |
|----------|--------|----------|------------|-------------|
|          | 001    | 0        |            | 30-MAY-2013 |

(b)(4)

0004AB      NTP 001 AMEND 1 - WEAPONS (b)(4)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00001

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO       | SUPPLIES/SERVICES  | QUANTITY    | UNIT | UNIT PRICE | AMOUNT        |                 |             |     |   |             |  |  |  |  |
|---------------|--|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|--|--|--|--|
|               | <p>NOUN: RB-FOB<br/>                     PRON: M22RB2FFM2 PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 13519700000<br/>                     PSC: R430<br/>                     CUSTOMER ORDER NO: DWR2B3DDP00037</p> <p>Incorporate Notice to Proceed (NTP) 001 Amend 1 for the base year performance.</p> <p>This CLIN is a FFP effort for Weapons.</p> <p>CLIN 0004AB establishes the ceiling price of (b)(4) and is funded at 75% of the ceiling price in the amount of (b)(4)</p> <p>Additional funds, if necessary, will be obligated once the NTP negotiations are finalized.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-MAY-2013</td> </tr> </table> <p>(b)(4)</p> | DLVR SCH    |      | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 0 | 30-MAY-2013 |  |  |  |  |
| DLVR SCH      |  | PERF COMPL  |      |            |               |                 |             |     |   |             |  |  |  |  |
| <u>REL CD</u> | <u>QUANTITY</u>  | <u>DATE</u> |      |            |               |                 |             |     |   |             |  |  |  |  |
| 001           | 0  | 30-MAY-2013 |      |            |               |                 |             |     |   |             |  |  |  |  |

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 12 of 14

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00001

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE<br>ITEM | PRON/<br>AMS CD/<br>MIPR                   | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT  | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |
|--------------|--|--------------|-----------------------|-------|---------------|-----------------------|----------------------|
| 0001AA       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 1            |                       | AA \$ |               |                       |                      |
| 0003AA       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186 | 1            |                       | AB \$ |               |                       |                      |
| 0003AK       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 2            |                       | AA \$ | (b)(4)        | (b)(4)                | (b)(4)               |
| 0004AA       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 2            |                       | AA \$ |               |                       |                      |
| 0004AB       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 2            |                       | AA \$ |               |                       |                      |
|              |  |              |                       |       | NET CHANGE \$ | 4,032,966.22          |                      |

| ACRN | ACCOUNTING CLASSIFICATION             | INCREASE/<br>DECREASE      |
|------|---------------------------------------|----------------------------|
| AA   | 21 22020000028A208413519702540 S09076 | \$                         |
| AB   | 21 22020000028A2084135197025GN S09076 | \$                         |
|      |                                       | NET CHANGE \$ 4,032,966.22 |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 17,448,051.44         | \$ 4,032,966.22             | \$ 21,481,017.66        |

| LINE<br>ITEM | ACRN | EDI/SFIS | ACCOUNTING CLASSIFICATION  |
|--------------|------|----------|--|
| 0001AA       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0003AA       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AB       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AC       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AD       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AE       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AF       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AG       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AK       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0004AA       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0004AB       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |



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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 14****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD** P00001

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**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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## SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|---------------|------------------------|--|-------------|
| I-1 CHANGED   | 52.204-10              | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | AUG/2012    |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 14 of 14**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD** P00001

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>               | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|----------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0001                  | PERFORMANCE WORK STATEMENT | 17-SEP-2012 | 047                              |                       |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 9

|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00002 | 3. Effective Date<br>2013MAR21 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>ARMY CONTRACTING COMMAND - RI-C3<br>CHARLES WILLIAMSON<br>BLDG 60 RODMAN AVENUE<br>ROCK ISLAND , IL 61299-8000<br><br>EMAIL: CHARLES.WILLIAMSON2@US.ARMY.MIL | Code<br>W560MY | 7. Administered By (If other than Item 6)<br>DCMA MANASSAS<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 | Code<br>S2404A |
|--|----------------|--|----------------|

|   |                                     |   |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>ACADEMI TRAINING CENTER, INC.<br>850 PUDDIN RIDGE RD<br>P.O. BOX 1029<br>MOYOCK, NC 27958-8679 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                           |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)                                     |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W560MY-12-C-0006 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2012MAY31                       |

Code 1GTH7 Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

SEE SECTION G (IF APPLICABLE)

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

|                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/>            | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |
| <input checked="" type="checkbox"/> | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  | 43.103(a)(3)                                 |
| <input type="checkbox"/>            | D. Other (Specify type of modification and authority)   |  |

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|  |   |
|--|---|
| 15A. Name And Title Of Signer (Type or print)  | 16A. Name And Title Of Contracting Officer (Type or print)<br>JANET JACKSON<br>JANET.BURGETTJACKSON@US.ARMY.MIL (309)782-4805 |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign)         | 15C. Date Signed  |
| 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2013MAR21   |

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

|   |  |                    |
|---|--|--------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 2 of 9</b> |
|   | PIIN/SIIN W560MY-12-C-0006                       | MOD/AMD P00002     |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |  |                    |

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHARLES WILLIAMSON  
 Buyer Office Symbol/Telephone Number: CCRC-RJ/(309)782-7690  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Domestic Firm Performing Outside U.S.  
 Surveillance Criticality Designator: A  
 Weapon System: No Identified Army Weapons Systems

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

The purpose of this modification is to:

1. Incorporate a revised PWS dated 14 FEB 2013
2. Revise CLINs to correlate with revised PWS (see schedule B)
3. Incorporate the following clauses:

FAR 52.203-13, Contractor Code of Business Ethics and Conduct  
 FAR 52.215-8, Order of Precedence - Uniform Contract Format  
 FAR 52.222-29, Notification of Visa Denial  
 FAR 52.232-17, Interest  
 FAR 52.246-25, Limitation of Liability - Services  
 DFARS 252.225-7005, Identification of Expenditures in the US  
 DFARS 252.247-7024, Notification of transportation of supplies by sea

4. Remove the DFARS clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility.
5. As a result of this modification, all personnel under this contract will perform security services as outlined in the PWS at Base Dwyer once provided with transportation by the Government .
6. This bilateral modification was reached at no cost to either party.
7. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0005 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00002

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

0001 RB-FOB DWYER

0001AB FVEY ARMED SECURITY GUARDS - FOB DWYER 1 LO (b)(4)

GENERIC NAME DESCRIPTION: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 04 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH DLVR SCH PERF COMPL  
REL CD QUANTITY DATE  
 001 1 30-MAY-2013

(b)(4)

0001AC GUARD TEAM SUPERVISORS 1 LO (b)(4)

GENERIC NAME DESCRIPTION: RB-FOB DWYER  
 PRON: M22RB2FFM2 PRON AMD: 01 ACRN: AA  
 AMS CD: 13519700000  
 PSC: R430  
 CUSTOMER ORDER NO: DWR2B3DDP00037

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH DLVR SCH PERF COMPL  
REL CD QUANTITY DATE  
 001 1 30-MAY-2013

(b)(4)

0001AK FVEY ARMED GUARDS RELOCATING TO DWYER 1 SV (b)(4)

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2 PRON AMD: 03 ACRN: AB  
 AMS CD: 13519700000

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      | PERF COMPL      |             |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 30-MAY-2012 |

(b)(4)

0003      RB-DELARAM II EXPANS

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 0003AA | <u>100 ADDITIONAL FVEY ARMED SECURITY GUARDS</u> | 1 | LO |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

|        |   |   |    |  |        |
|--------|---|---|----|--|--------|
| 0003AB | <u>FVEY ARMED SECURITY GUARDS - RELOCATING TO DWYER</u> | 1 | LO |  | (b)(4) |
|--------|---|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2      PRON AMD: 03      ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      | PERF COMPL      |             |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 30-MAY-2013 |

(b)(4)

|        |   |   |    |  |        |
|--------|---|---|----|--|--------|
| 0003AC | <u>GUARD TEAM SUPERVISORS - RELOCATING TO DWYER</u> | 1 | LO |  | (b)(4) |
|--------|---|---|----|--|--------|

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2    PRON AMD: 03    ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 0003AD | <u>SHIFT SUPERVISORS - RELOCATING TO DWYER</u> | 1 | LO |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2    PRON AMD: 03    ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 0003AE | <u>OPERATIONS OFFICER - RELOCATING TO BASE DWYER</u> | 1 | LO |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2    PRON AMD: 03    ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

|        |   |   |    |  |        |
|--------|---|---|----|--|--------|
| 0003AF | <u>SITE MANAGER - RELOCATING TO DWYER</u> | 1 | LO |  | (b)(4) |
|--------|---|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2    PRON AMD: 03    ACRN: AB  
 AMS CD: 1351970000  
 PSC: R430  
 CUSTOMER ORDER NO: LNK2C3VBP00186

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 0003AG | <u>(DBA) RELOCATING FROM PAYNE/GERONIMO TO DWYER</u> | 1 | LO |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-DELARAM II EXPANS  
 PRON: M22RB2FGM2    PRON AMD: 03    ACRN: AB

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00002

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003AK  | <p>AMS CD: 1351970000<br/>                     PSC: R430<br/>                     CUSTOMER ORDER NO: LNK2C3VBP00186</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>100 ADDITIONAL FVEY ARMED SECURITY GUARDS</u></p> <p>GENERIC NAME DESCRIPTION: RB-FOB DWYER<br/>                     PRON: M22RB2FFM2 PRON AMD: 04 ACRN: AA<br/>                     AMS CD: 13519700000<br/>                     PSC: R430<br/>                     CUSTOMER ORDER NO: DWR2B3DDP00037</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD QUANTITY DATE</u><br/>                     001 1 30-MAY-2013</p> <p>(b)(4)</p> | 1        | LO   |            | (b)(4) |



**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 7 of 9

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00002

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE<br>ITEM | PRON/<br>AMS CD/<br>MIPR                   | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |
|--------------|--|--------------|-----------------------|-------|--------------|-----------------------|----------------------|
| 0001AB       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 1            |                       | AA \$ | (b)(4)       | (b)(4)                | (b)(4)               |
| 0001AK       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186 | 1            | AB \$                 |       |              |                       |                      |
| 0003AB       | M22RB2FGM2<br>1351970000<br>LNK2C3VBP00186 | 1            | AB \$                 |       |              |                       |                      |
| 0003AK       | M22RB2FFM2<br>1351970000<br>DWR2B3DDP00037 | 1            | AA \$                 |       |              |                       |                      |
| NET CHANGE   |  |              |                       |       | \$           | 0.00                  |                      |

| ACRN       | ACCOUNTING CLASSIFICATION             | INCREASE/<br>DECREASE |
|------------|---------------------------------------|-----------------------|
| AA         | 21 22020000028A208413519702540 S09076 | \$ (b)(4)             |
| AB         | 21 22020000028A2084135197025GN S09076 | \$ (b)(4)             |
| NET CHANGE |                                       | \$ 0.00               |

| NET CHANGE FOR AWARD: | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| \$                    | 21,481,017.66            | \$ 0.00                     | \$ 21,481,017.66        |

| LINE<br>ITEM | ACRN | EDI/SFIS | ACCOUNTING CLASSIFICATION  |
|--------------|------|----------|--|
| 0001AB       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |
| 0001AK       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AA       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AB       | AB   | 21       | 121220200000 S09076 28A20841351970000 25GNLNK2C3VBP001863VBP83S09076 |
| 0003AK       | AA   | 21       | 121220200000 S09076 28A2084135197000002540DWR2B3DDP00037833DDPS09076 |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 9****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD** P00002**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|---------------|------------------------|---|-------------|
| I-1 ADDED     | 52.203-13              | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT      | APR/2010    |
| I-2 ADDED     | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT        | OCT/1997    |
| I-3 ADDED     | 52.222-29              | NOTIFICATION OF VISA DENIAL                         | JUN/2003    |
| I-4 ADDED     | 52.232-17              | INTEREST  | OCT/2010    |
| I-5 ADDED     | 52.246-25              | LIMITATION OF LIABILITY--SERVICES                   | FEB/1997    |
| I-6 ADDED     | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES | JUN/2005    |
| I-7 ADDED     | 252.247-7024           | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA   | MAR/2000    |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 9 of 9**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD** P00002

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------|-------------|----------------------------------|-----------------------|
| Attachment 0012                  | REVISED PWS  | 14-FEB-2012 |                                  |                       |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 7

|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00003 | 3. Effective Date<br>2013MAY30 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>ARMY CONTRACTING COMMAND - RI-C3<br>CHARLES WILLIAMSON<br>BLDG 60 RODMAN AVENUE<br>ROCK ISLAND , IL 61299-8000<br><br>EMAIL: CHARLES.WILLIAMSON2@US.ARMY.MIL | Code<br>W560MY | 7. Administered By (If other than Item 6)<br>DCMA MANASSAS<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 | Code<br>S2404A |
|--|----------------|--|----------------|

|   |                                     |   |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>ACADEMI TRAINING CENTER, INC.<br>850 PUDDIN RIDGE RD<br>P.O. BOX 1029<br>MOYOCK, NC 27958-8679 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                           |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)                                     |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W560MY-12-C-0006 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2012MAY31                       |
| Code 1GTH7  | Facility Code                       |   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

ACRN: AC NET INCREASE: \$7,131,683.05

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

|                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/>            | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |
| <input type="checkbox"/>            | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |
| <input checked="" type="checkbox"/> | D. Other (Specify type of modification and authority)   | FAR 52.217-9                                 |

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|  |  |
|--|--|
| 15A. Name And Title Of Signer (Type or print)  | 16A. Name And Title Of Contracting Officer (Type or print)<br>JANET E. BURGETT-JACKSON<br>JANET.BURGETTJACKSON@US.ARMY.MIL (309)782-4805 |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign)         | 15C. Date Signed   |
| 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2013MAY30  |

|   |  |                    |
|---|--|--------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 2 of 7</b> |
|   | PIIN/SIIN W560MY-12-C-0006      MOD/AMD P00003   |                    |
| <b>Name of Offeror or Contractor:</b> ACADEMI TRAINING CENTER, INC. |  |                    |

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHARLES WILLIAMSON  
 Buyer Office Symbol/Telephone Number: CCRC-RJ/(309)782-7690  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Domestic Firm Performing Outside U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

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

1. The U.S. Army Contracting Command - Rock Island (ACC-RI) hereby exercising Option Year 1 under Contract Number W560MY-12-C-0006 in support of the U.S. Marine (USMC) II Marine Expeditionary Force (Forward) which has a requirement for security services within Afghanistan.
2. ACADEMI Training Center Incorporated shall provide security services in accordance with the Performance Work Statement dated 14 Feb 2013, set forth in Attachment 0013 of this contract.
3. Academi Training Center Incorporated's Revised Price Proposal dated 09 May 2013, is hereby incorporated into this award at attachment 0014.
4. Incremental funding in the amount of \$7,131,683.05, under PRON M23RB734M2 will be utilized for the this option year. The option year Period of Performance is 31 May 2013 to 30 May 2014.
5. The following CLINs are established for this Option year:

| CLIN   | TITLE                                    | DOLLAR |
|--------|--|--------|
| AMOUNT |  |        |
| 1001AB | FVEY-ARMED SECURITY GUARD- ALL LOCATIONS | (b)(4) |
| 1001AC | GUARD TEAM SUPERVISORS                   |        |
| 1001AD | OPERATIONS SUPERVISOR                    |        |
| 1001AE | OPERATIONS OFFICER                       |        |
| 1001AF | SITE MANAGER                             |        |
| 1001AH | LEASED VEHICLES                          |        |
| 1001AJ | DBA INSURANCE                            |        |

6. The total contract value for this contract is increased by \$7,131,683.05 from \$21,481,017.66 to \$28,612,700.71.
7. All other contract terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0006 \*\*\*

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1001      RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
           Firm Fixed Price

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 1001AB | <u>FVEY ARMED SECURITY GUARD - ALL LOCATIONS</u> | 1 | LT |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 30-MAY-2014 |

(b)(4)

|        |                               |   |    |  |        |
|--------|-------------------------------|---|----|--|--------|
| 1001AC | <u>GUARD TEAM SUPERVISORS</u> | 1 | LT |  | (b)(4) |
|--------|-------------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 30-MAY-2014 |

(b)(4)

|        |                              |   |    |  |        |
|--------|------------------------------|---|----|--|--------|
| 1001AD | <u>OPERATIONS SUPERVISOR</u> | 1 | LT |  | (b)(4) |
|--------|------------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                           |   |    |  |        |
|--------|---------------------------|---|----|--|--------|
| 1001AE | <u>OPERATIONS OFFICER</u> | 1 | LT |  | (b)(4) |
|--------|---------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                     |   |    |  |        |
|--------|---------------------|---|----|--|--------|
| 1001AF | <u>SITE MANAGER</u> | 1 | LT |  | (b)(4) |
|--------|---------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                        |   |    |  |        |
|--------|------------------------|---|----|--|--------|
| 1001AH | <u>LEASED VEHICLES</u> | 1 | LT |  | (b)(4) |
|--------|------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 PRON: M23RB734M2      PRON AMD: 01      ACRN: AC

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00003

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>CUSTOMER ORDER NO: S.0002918.3</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD QUANTITY DATE</u><br/>                     001 1 30-MAY-2014</p> <p>(b)(4)</p>   |          |      |            |        |
| 1001AJ  | <p><u>DBA INSURANCE (COST REIMBURSABLE)</u></p> <p>GENERIC NAME DESCRIPTION: RB-C0JTSCC<br/>                     PRON: M23RB734M2 PRON AMD: 01 ACRN: AC<br/>                     CUSTOMER ORDER NO: S.0002918.3</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD QUANTITY DATE</u><br/>                     001 1 30-MAY-2014</p> <p>(b)(4)</p> | 1        | LT   |            | (b)(4) |



**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 6 of 7

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00003

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM MIPR | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT  | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |
|--------|-------------------------------|--------------|-----------------------|-------|---------------|-----------------------|----------------------|
| 1001AB | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       | (b)(4)                |                      |
| 1001AC | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
| 1001AD | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
| 1001AE | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
| 1001AF | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
| 1001AH | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
| 1001AJ | M23RB734M2<br>S.0002918.3     | 2            | S.0002918.3           | AC \$ | 0.00 \$       |                       |                      |
|        |                               |              |                       |       | NET CHANGE \$ |                       |                      |

| ACRN | ACCOUNTING CLASSIFICATION                                     | INCREASE/<br>DECREASE      |
|------|---|----------------------------|
| AC   | 021 201320132020 A8AAC 135197VFRE 252G L033859996 S.0002918.3 | 021001 \$ 7,131,683.05     |
|      |   | NET CHANGE \$ 7,131,683.05 |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 21,481,017.66         | \$ 7,131,683.05             | \$ 28,612,700.71        |

| LINE   | ACRN | EDI/SFIS | ACCOUNTING CLASSIFICATION     |                             |        |
|--------|------|----------|-------------------------------|-----------------------------|--------|
| 1001AB | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AC | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AD | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AE | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AF | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AH | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AJ | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 7****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD** P00003**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>           | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0013                  | REVISED PWS            | 29-MAY-2013 | 046                              |                       |
| Attachment 0014                  | REVISED PRICE PROPOSAL | 19-MAY-2013 |                                  |                       |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 6

|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00004 | 3. Effective Date<br>2013SEP24 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>ARMY CONTRACTING COMMAND - RI-C3<br>CHARLES WILLIAMSON<br>BLDG 60 RODMAN AVENUE<br>ROCK ISLAND , IL 61299-8000<br><br>EMAIL: CHARLES.WILLIAMSON2@US.ARMY.MIL | Code<br>W560MY | 7. Administered By (If other than Item 6)<br>DCMA MANASSAS<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 | Code<br>S2404A |
|--|----------------|--|----------------|

|   |                                     |   |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>ACADEMI TRAINING CENTER, INC.<br>850 PUDDIN RIDGE RD<br>P.O. BOX 1029<br>MOYOCK, NC 27958-8679 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                           |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)                                     |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W560MY-12-C-0006 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2012MAY31                       |
| Code 1GTH7  | Facility Code                       |   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

ACRN: AC NET INCREASE: \$7,230,998.39

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|  |  |  |                               |
|--|--|--|-------------------------------|
| 15A. Name And Title Of Signer (Type or print)                                    | 16A. Name And Title Of Contracting Officer (Type or print)<br>JANET E. BURGETT-JACKSON<br>JANET.BURGETTJACKSON@US.ARMY.MIL (309)782-4805 |  |                               |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign) | 15C. Date Signed   | 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2013SEP24 |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHARLES WILLIAMSON  
 Buyer Office Symbol/Telephone Number: CCRC-RJ/(309)782-7690  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Domestic Firm Performing Outside U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

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

1. The purpose of this modification is to obligate incremental funding in the amount of \$7,230,998.39 via PRON M23RB734M2. The option year Period of Performance is 31 May 2013 to 30 May 2014.
2. The total contract value for this contract is increased by \$7,230,998.39 from \$28,612,700.71 to \$35,843,699.10.
3. The following CLINs are being funded incrementally as seen shown:

| CLIN   | TITLE                                    | DOLLAR |
|--------|--|--------|
| 1001AB | FVEY-ARMED SECURITY GUARD- ALL LOCATIONS | (b)(4) |
| 1001AC | GUARD TEAM SUPERVISORS                   |        |
| 1001AD | OPERATIONS SUPERVISOR                    |        |
| 1001AE | OPERATIONS OFFICER                       |        |
| 1001AF | SITE MANAGER                             |        |
| 1001AH | LEASED VEHICLES                          |        |
| 1001AJ | DBA INSURANCE                            |        |

-----  
Total: \$7,230,998.39

4. All other contract terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0007 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00004

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1001 RB-C0JTSCC

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 1001AB | <u>FVEY ARMED SECURITY GUARD - ALL LOCATIONS</u> | 1 | LT |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M23RB734M2 PRON AMD: 02 ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

|        |                               |   |    |  |        |
|--------|-------------------------------|---|----|--|--------|
| 1001AC | <u>GUARD TEAM SUPERVISORS</u> | 1 | LT |  | (b)(4) |
|--------|-------------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M23RB734M2 PRON AMD: 02 ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

|        |                              |   |    |  |        |
|--------|------------------------------|---|----|--|--------|
| 1001AD | <u>OPERATIONS SUPERVISOR</u> | 1 | LT |  | (b)(4) |
|--------|------------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00004

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

PRON: M23RB734M2 PRON AMD: 02 ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

|        |                           |   |    |        |
|--------|---------------------------|---|----|--------|
| 1001AE | <u>OPERATIONS OFFICER</u> | 1 | LT | (b)(4) |
|--------|---------------------------|---|----|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M23RB734M2 PRON AMD: 02 ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

|        |                     |   |    |        |
|--------|---------------------|---|----|--------|
| 1001AF | <u>SITE MANAGER</u> | 1 | LT | (b)(4) |
|--------|---------------------|---|----|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M23RB734M2 PRON AMD: 02 ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|        |                        |   |    |  |        |
|--------|------------------------|---|----|--|--------|
| 1001AH | <u>LEASED VEHICLES</u> | 1 | LT |  | (b)(4) |
|--------|------------------------|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M23RB734M2      PRON AMD: 02      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

|        |  |   |    |  |        |
|--------|--|---|----|--|--------|
| 1001AJ | <u>DBA INSURANCE (COST REIMBURSABLE)</u> | 1 | LT |  | (b)(4) |
|--------|--|---|----|--|--------|

GENERIC NAME DESCRIPTION: RB-C0JTSCC  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M23RB734M2      PRON AMD: 02      ACRN: AC  
 CUSTOMER ORDER NO: S.0002918.3

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

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

(b)(4)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00004

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>MIPR/<br>GFEBs ATA | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |
|--------|--|--------------|-----------------------|-------|--------------|-----------------------|----------------------|
| 1001AB | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
| 1001AC | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
| 1001AD | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
| 1001AE | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ | (b)(4)       | (b)(4)                | (b)(4)               |
| 1001AF | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
| 1001AH | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
| 1001AJ | M23RB734M2<br>S.0002918.3              | 2            | S.0002918.3           | AC \$ |              |                       |                      |
|        |  |              |                       |       | NET CHANGE   | \$ 7,230,998.39       |                      |

| ACRN | ACCOUNTING CLASSIFICATION                                     | INCREASE/<br>DECREASE      |
|------|---|----------------------------|
| AC   | 021 201320132020 A8AAC 135197VFRE 252G L033859996 S.0002918.3 | 021001 \$ 7,230,998.39     |
|      |   | NET CHANGE \$ 7,230,998.39 |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 28,612,700.71         | \$ 7,230,998.39             | \$ 35,843,699.10        |

| LINE   | ACRN | EDI/SFIS | ACCOUNTING CLASSIFICATION     |                             |        |
|--------|------|----------|-------------------------------|-----------------------------|--------|
| 1001AB | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AC | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AD | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AE | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AF | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AH | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |
| 1001AJ | AC   | 021      | 201320132020 A8AAC 135197VFRE | 252G L033859996 S.0002918.3 | 021001 |



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 6

2. Amendment/Modification No.

P00005

3. Effective Date

2014APR21

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ARMY CONTRACTING COMMAND - RI-C3  
CHARLES WILLIAMSON  
BLDG 60 RODMAN AVENUE  
ROCK ISLAND , IL 61299-8000

EMAIL: CHARLES.WILLIAMSON2@US.ARMY.MIL

Code

W560MY

7. Administered By (If other than Item 6)

DCMA MANASSAS  
10500 BATTLEVIEW PKWY  
SUITE 200  
MANASSAS VA 20109-2342

Code

S2404A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

ACADEMI TRAINING CENTER, INC.  
850 PUDDIN RIDGE RD  
P.O. BOX 1029  
MOYOCK, NC 27958-8679

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W560MY-12-C-0006

10B. Dated (See Item 13)

2012MAY31

Code 1GTH7

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

is extended,  is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AD NET INCREASE: \$2,753,357.82

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. Name And Title Of Signer (Type or print)     |                  | 16A. Name And Title Of Contracting Officer (Type or print)                 |                  |
|   |                  | JANET E. BURGETT-JACKSON<br>JANET.BURGETTJACKSON@US.ARMY.MIL (309)782-4805 |                  |
| 15B. Contractor/Offeror                           | 15C. Date Signed | 16B. United States Of America  | 16C. Date Signed |
| _____<br>(Signature of person authorized to sign) |                  | By _____ /SIGNED/<br>(Signature of Contracting Officer)                    | 2014APR21        |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 6**

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00005

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHARLES WILLIAMSON  
 Buyer Office Symbol/Telephone Number: CCRC-RJ/(309)782-7690  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Domestic Firm Performing Outside U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

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

1. The purpose of this modification is to add incremental funding in the amount of \$2,753,357.82. This funding is provided under PRON M24RB296M2. This funding mod will complete all funding related actions and fully fund the remaining period of the current option year (31 May 2013 to 30 May2014).

2. The following CLINS are established and funded for the remaining period of performance stated above:

| CLIN   | TITLE              | PRIOR FUNDS | FUND INCREASE | TOTAL FUNDS |
|--------|--------------------|-------------|---------------|-------------|
| 1002AB | FVEY-ARMED GUARD   | \$0.00      | (b)(4)        |             |
| 1002AC | GUARD TEAM SUPVRS  | \$0.00      |               |             |
| 1002AD | OPERATIONS SUPVRS  | \$0.00      |               |             |
| 1002AE | OPERATIONS OFFICER | \$0.00      |               |             |
| 1002AF | SITE MANAGER       | \$0.00      |               |             |
| 1002AH | LEASED VEHICLES    | \$0.00      |               |             |
| 1002AK | Demoblization      | \$0.00      |               |             |

Total: \$2,753,357.82

3. The total contract value for this option year is \$17,116,039.26 .
4. The total contract value is increased by \$2,753,357.82 from 35,843,699.10 to \$38,597,056.92.
5. All other contract terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0008 \*\*\*

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1002      RB-PSC Dwyer

1002AB      FVEY-ARMED SECURITY GUARD- ALL LOCATIONS      1      LO      (b)(4)

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH      PERF COMPL  
REL CD      QUANTITY      DATE  
     001      1      30-MAY-2014

(b)(4)

1002AC      GUARD TEAM SUPERVISORS      1      LO      (b)(4)

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH      PERF COMPL  
REL CD      QUANTITY      DATE  
     001      1      30-MAY-2014

(b)(4)

1002AD      OPERATIONS SUPERVISOR      1      LO      (b)(4)

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                           |   |    |  |        |
|--------|---------------------------|---|----|--|--------|
| 1002AE | <u>OPERATIONS OFFICER</u> | 1 | LO |  | (b)(4) |
|--------|---------------------------|---|----|--|--------|

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                     |   |    |  |        |
|--------|---------------------|---|----|--|--------|
| 1002AF | <u>SITE MANAGER</u> | 1 | LO |  | (b)(4) |
|--------|---------------------|---|----|--|--------|

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                        |   |    |  |        |
|--------|------------------------|---|----|--|--------|
| 1002AH | <u>LEASED VEHICLES</u> | 1 | LO |  | (b)(4) |
|--------|------------------------|---|----|--|--------|

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

|        |                       |   |    |  |        |
|--------|-----------------------|---|----|--|--------|
| 1002AK | <u>DEMOBILIZATION</u> | 1 | LO |  | (b)(4) |
|--------|-----------------------|---|----|--|--------|

SERVICE REQUESTED: RB-PSC Dwyer  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB296M2      PRON AMD: 01      ACRN: AD

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |  |
|---------------|-----------------|-------------|--|
| DLVR SCH      |                 | PERF COMPL  |  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |  |
| 001           | 1               | 30-MAY-2014 |  |

(b)(4)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00005

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>MIPR/<br>GFEBBS ATA | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |
|--------|---|--------------|-----------------------|-------|--------------|-----------------------|----------------------|
| 1002AB | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      | (b)(4)                |                      |
| 1002AC | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
| 1002AD | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
| 1002AE | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
| 1002AF | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
| 1002AH | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
| 1002AK | M24RB296M2                              | 1            | S.0018874.1.1.35      | AD \$ | 0.00 \$      |                       |                      |
|        |   |              |                       |       | NET CHANGE   |                       |                      |

| ACRN | ACCOUNTING CLASSIFICATION  | INCREASE/<br>DECREASE      |
|------|--|----------------------------|
| AD   | 021 201420142020 A8AAC 135197VFRE 252G L035751559 S.0018874.1.1.35 | 021001 \$ 2,753,357.82     |
|      |  | NET CHANGE \$ 2,753,357.82 |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 35,843,699.10         | \$ 2,753,357.82             | \$ 38,597,056.92        |

| LINE   | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION |   |
|--------|------|------------------------------------|---|
| 1002AB | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AC | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AD | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AE | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AF | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AH | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |
| 1002AK | AD   | 021 201420142020 A8AAC 135197VFRE  | 252G L035751559 S.0018874.1.1.35 021001 |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 10

|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00006 | 3. Effective Date<br>2014JUL02 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>ARMY CONTRACTING COMMAND - RI-C3<br>LIZ ZAHAROPOULOS<br>BLDG 60 RODMAN AVENUE<br>ROCK ISLAND , IL 61299-8000<br><br>EMAIL: ELIZABETH.W.ZAHAROPOULOS.CIV@MAIL.MIL | Code<br>W560MY | 7. Administered By (If other than Item 6)<br>DCMA MANASSAS<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 | Code<br>S2404A |
|--|----------------|--|----------------|

|   |                                     |   |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>ACADEMI TRAINING CENTER, INC.<br>850 PUDDIN RIDGE RD<br>P.O. BOX 1029<br>MOYOCK, NC 27958-8679 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                           |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)                                     |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W560MY-12-C-0006 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2012MAY31                       |
| Code 1GTH7  | Facility Code                       |   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

ACRN: AE NET INCREASE: \$7,384,412.96

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

|                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/>            | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |
| <input type="checkbox"/>            | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |
| <input checked="" type="checkbox"/> | D. Other (Specify type of modification and authority)   | 52.217-9                                     |

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|   |  |  |                               |
|---|--|--|-------------------------------|
| 15A. Name And Title Of Signer (Type or print)                           | 16A. Name And Title Of Contracting Officer (Type or print)<br>JANET E. BURGETT-JACKSON<br>JANET.E.BURGETT-JACKSON.CIV@MAIL.MIL (309)782-4805 |  |                               |
| 15B. Contractor/Offeror<br><br>(Signature of person authorized to sign) | 15C. Date Signed   | 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2014JUL02 |

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LIZ ZAHAROPOULOS  
 Buyer Office Symbol/Telephone Number: CCRC-RK/(309)782-8315  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Domestic Firm Performing Outside U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

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

1. The purpose of this modification P00006 to contract W560MY-12-C-0006 is to incorporate the Notice to Proceed issued on May 30, 2014, fund the partial option year two exercise, and to update the Performance Work Statement (PWS).
2. The period of performance for this action is May 31, 2014 - October 31, 2014.
3. The following CLINS are established and funded for this period of performance:

| CLIN   | TITLE              | Value          | Obligated Amount |             |
|--------|--------------------|----------------|------------------|-------------|
| 2001AB | FVEY ARMED GUARD   | (b)(4)         |                  |             |
| 2001AC | GUARD TEAM SUPVRS  |                |                  |             |
| 2001AD | OPERATIONS SUPVRS  |                |                  |             |
| 2001AE | OPERATIONS OFFICER |                |                  |             |
| 2001AF | SITE MANAGER       |                |                  |             |
| 2001AG | ARMORER            |                |                  |             |
| 2001AH | LOGISTICIAN        |                |                  |             |
| 2001AI | MEDIC              |                |                  |             |
| 2001AJ | ADMIN CLERK        |                |                  |             |
| 2001AK | VEHICLE LEASING    |                |                  |             |
| 2004   | DBA INSURANCE      |                |                  |             |
| 2006   | CMR                |                | \$      NSP      | \$      NSP |
| -----  |                    |                |                  |             |
| TOTAL  |                    | \$7,384,412.96 | \$7,384,412.96   |             |

4. The total contract value for this period of performance is \$7,384,412.96. This action is fully funded. This action increases the total value of the contract by \$7,384,412.96 from \$38,597,056.92 to \$45,981,469.88.
5. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0009 \*\*\*



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00006

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

2001 RB-FOB Dwyer Securit

|        |                         |   |    |  |        |
|--------|-------------------------|---|----|--|--------|
| 2001AB | <u>FVEY ARMED GUARD</u> | 1 | LO |  | (b)(4) |
|--------|-------------------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M24RB416M2 PRON AMD: 01 ACRN: AE  
 PSC: R430

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH DLVR SCH PERF COMPL  
 REL CD QUANTITY DATE  
 001 1 31-OCT-2014

(b)(4)

|        |                               |   |    |  |        |
|--------|-------------------------------|---|----|--|--------|
| 2001AC | <u>GUARD TEAM SUPERVISORS</u> | 1 | LO |  | (b)(4) |
|--------|-------------------------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M24RB416M2 PRON AMD: 01 ACRN: AE  
 PSC: R430

Inspection and Acceptance  
 INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance  
 DLVR SCH DLVR SCH PERF COMPL  
 REL CD QUANTITY DATE  
 001 1 31-OCT-2014

(b)(4)

|        |                               |   |    |  |        |
|--------|-------------------------------|---|----|--|--------|
| 2001AD | <u>OPERATIONS SUPERVISORS</u> | 1 | LO |  | (b)(4) |
|--------|-------------------------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
PSC: R430

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

2001AE

OPERATIONS OFFICER

1

LO

(b)(4)

SERVICE REQUESTED: RB-FOB Dwyer Securit  
CLIN CONTRACT TYPE:  
Firm Fixed Price

PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
PSC: R430

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

2001AF

SITE MANAGER

1

LO

(b)(4)

SERVICE REQUESTED: RB-FOB Dwyer Securit  
CLIN CONTRACT TYPE:  
Firm Fixed Price

PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
PSC: R430

Inspection and Acceptance

INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|        |                |   |    |  |        |
|--------|----------------|---|----|--|--------|
| 2001AG | <u>ARMORER</u> | 1 | LO |  | (b)(4) |
|--------|----------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
 PSC: R430

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

|        |                    |   |    |  |        |
|--------|--------------------|---|----|--|--------|
| 2001AH | <u>LOGISTICIAN</u> | 1 | LO |  | (b)(4) |
|--------|--------------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
 PSC: R430

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

Deliveries or Performance

| DLVR SCH      |                 | PERF COMPL  |
|---------------|-----------------|-------------|
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

|        |              |   |    |  |        |
|--------|--------------|---|----|--|--------|
| 2001AJ | <u>MEDIC</u> | 1 | LO |  | (b)(4) |
|--------|--------------|---|----|--|--------|

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
     Firm Fixed Price  
 PRON: M24RB416M2      PRON AMD: 01      ACRN: AE  
 PSC: R430

Inspection and Acceptance  
 INSPECTION: Destination      ACCEPTANCE: Destination

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00006

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

2001AK

ADMINISTRATIVE CLERK

1

LO

(b)(4)

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M24RB416M2 PRON AMD: 01 ACRN: AE  
 PSC: R430

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

2001AL

VEHICLE (NTV) LEASING

1

LO

(b)(4)

SERVICE REQUESTED: RB-FOB Dwyer Securit  
 CLIN CONTRACT TYPE:  
 Firm Fixed Price  
 PRON: M24RB416M2 PRON AMD: 01 ACRN: AE  
 PSC: R430

Inspection and Acceptance

INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

|               |                 |             |
|---------------|-----------------|-------------|
| DLVR SCH      |                 | PERF COMPL  |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> |
| 001           | 1               | 31-OCT-2014 |

(b)(4)

2004

DBA INSURANCE

1

LO

(b)(4)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W560MY-12-C-0006 MOD/AMD P00006

Page 7 of 10

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT       |
|---------|---|----------|------|------------|--------------|
| 2006    | <p>SERVICE REQUESTED: RB-FOB Dwyer Securit<br/>                     PSC: R430<br/>                     CLIN CONTRACT TYPE:<br/>                     Cost No Fee</p> <p>PRON: M24RB416M2 PRON AMD: 01 ACRN: AE</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u><br/>                     001 1 31-OCT-2014</p> <p style="text-align: center;">(b)(4)</p> | 1        | LO   |            | \$ ** NSP ** |
|         | <p><u>CONTRACTOR MANPOWER REPORTING</u></p>   |          |      |            |              |
|         | <p>SERVICE REQUESTED: RB-PSC DWYER<br/>                     PSC: R430<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH PERF COMPL<br/> <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u><br/>                     001 1 31-OCT-2014</p>  |          |      |            |              |

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 8 of 10

PIIN/SIIN W560MY-12-C-0006

MOD/AMD P00006

Name of Offeror or Contractor: ACADEMI TRAINING CENTER, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>MIPR/<br>GFEBs ATA | OBLG<br>STAT | JO NO/<br>ACCT ASSIGN | ACRN  | PRIOR AMOUNT | INCREASE/<br>DECREASE | CUMULATIVE<br>AMOUNT |                 |  |
|--------|--|--------------|-----------------------|-------|--------------|-----------------------|----------------------|-----------------|--|
| 2001AB | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      | (b)(4)                |                      |                 |  |
| 2001AC | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AD | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AE | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AF | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AG | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AH | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AJ | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AK | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2001AL | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
| 2004   | M24RB416M2                             | 1            | S.0018874.1.1.56      | AE \$ | 0.00 \$      |                       |                      |                 |  |
|        |  |              |                       |       | NET CHANGE   |                       |                      | \$ 7,384,412.96 |  |

| ACRN | ACCOUNTING CLASSIFICATION  | INCREASE/<br>DECREASE      |
|------|--|----------------------------|
| AE   | 021 201420142020 A8AAC 135197VFRE 252G L036135489 S.0018874.1.56 | 021001 \$ 7,384,412.96     |
|      |  | NET CHANGE \$ 7,384,412.96 |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 38,597,056.92         | \$ 7,384,412.96             | \$ 45,981,469.88        |

| LINE   | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION |                                       |
|--------|------|------------------------------------|---------------------------------------|
| 2001AB | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AC | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AD | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AE | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AF | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AG | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AH | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AJ | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |
| 2001AK | AE   | 021 201420142020 A8AAC 135197VFRE  | 252G L036135489 S.0018874.1.56 021001 |

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 9 of 10****PIIN/SIIN** W560MY-12-C-0006**MOD/AMD** P00006

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**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

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**LINE**

| <u>ITEM</u> | <u>ACRN</u> | <u>EDI/SFIS ACCOUNTING CLASSIFICATION</u> |              |                  |                                |        |
|-------------|-------------|---|--------------|------------------|--------------------------------|--------|
| 2001AL      | AE          | 021                                       | 201420142020 | A8AAC 135197VFRE | 252G L036135489 S.0018874.1.56 | 021001 |
| 2004        | AE          | 021                                       | 201420142020 | A8AAC 135197VFRE | 252G L036135489 S.0018874.1.56 | 021001 |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 10 of 10**

**PIIN/SIIN** W560MY-12-C-0006

**MOD/AMD** P00006

**Name of Offeror or Contractor:** ACADEMI TRAINING CENTER, INC.

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                     | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|----------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0015                  | PERFORMANCE WORK STATEMENT (PWS) | 04-JUN-2014 | 043                              |                       |