



> Retouradres Postbus 20701 2500 ES Den Haag



Bestuursstaf
Directie Communicatie

Kalvermarkt 32
MPC 58 B
Postbus 20701
2500 ES Den Haag
www.defensie.nl

Contactpersoon
E. van der Pennen

28 JAN 2022

Datum

Onderwerp Besluit op uw Wob-verzoek

Geachte ,

Bij brief van 15 november 2021 heeft u bij het ministerie van Defensie een verzoek ingediend waarbij u verwijst naar de Wet openbaarheid van bestuur (Wob). In uw verzoek vraagt u naar openbaarmaking van documenten die gaan over de zoektocht naar de Amerikaanse B-17 bommenwerper genaamd 'Miss Deal' en overige vermiste vliegtuigwrakken uit de Tweede Wereldoorlog in de Wadden- en Noordzee.

De informatie waar u naar vraagt gaat over vliegtuigwrakken uit de Tweede Wereldoorlog. Op de website van het ministerie van Defensie kunt u meer informatie vinden over vliegtuigwrakken en het project tot het bergen daarvan. Onderstaand treft u de link naar deze informatie:

<https://www.defensie.nl/onderwerpen/berging-en-identificatie-oorlogsslachtoffers/vliegtuigwrakken>.

Onze referentie
BS2021028838

Uw referentie

Bijlage
Inventarislijst
Openbare documenten

*Bij beantwoording datum,
onze referentie en onderwerp
vermelden.*

Inventarisatie documenten

In antwoord op uw verzoek zijn twaalf documenten aangetroffen die onder uw verzoek vallen. Deze documenten zijn opgenomen in een inventarislijst. De inventarislijst is als bijlage bij dit besluit gevoegd. In dit besluit verwijs ik naar de corresponderende nummers op de inventarislijst. In de inventarislijst is ook per document vermeld welke uitzonderingsgrond van toepassing is.

Besluit

Ik besluit deels aan uw verzoek tegemoet te komen en maak de documenten grotendeels openbaar. In documenten 1, 3, 8 tot en met 11 is informatie opgenomen over de geografische data van vliegtuigwrakken die ik niet openbaar maak. Als gevolg hiervan worden documenten 1, 3, 10 en 11 deels openbaar. Documenten 8 en 9 worden niet openbaar. Geografische gegevens van vliegtuigwrakken is namelijk informatie als bedoeld in artikel 19, derde lid van het UNESCO-Verdrag voor de bescherming van onderwatererfgoed (hierna UNESCO-Verdrag), waardoor de Wob ten aanzien van dergelijke informatie niet van toepassing is.

Document 1 tot en met 4, 6 en 7 maak ik deels openbaar met uitzondering van de persoonsgegevens. Document 5 en 12 besluit ik volledig openbaar te maken. Document 10 en 11 maak ik deels openbaar met uitzondering van de financiële gegevens.

Ik licht mijn besluit hieronder nader toe.

Overwegingen

Het UNESCO-Verdrag en het Weens Verdragenverdrag

Voor geografische data over vondstmeldingen speelt het UNESCO-Verdrag een belangrijke rol. De Nederlandse Staat heeft het UNESCO-Verdrag nog niet geratificeerd. Artikel 18 van het Weens Verdragenverdrag staat er echter aan in de weg dat de Staat handelingen verricht die het voorwerp en doel van het UNESCO-Verdrag zouden ontnemen. Het Koninkrijk der Nederlanden is partij bij

dit verdrag en hier dus ook aan gebonden. Op grond van het in het Nederlands recht algemeen erkende ongeschreven constitutionele superioriteitsbeginsel gaat bij strijdigheid tussen lagere regelgeving (in casu de Wob) en hogere regelgeving (het internationale Weens Verdragenverdrag) de hogere regelgeving voor. Dit betekent dat in dit specifieke geval de Wob buiten toepassing moet worden gelaten voor zover dit zich niet verhoudt met het Weens Verdragenverdrag.

Bestuursstaf
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28 JAN 2022

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Dat het ook echt de bedoeling is dat de Nederlandse Staat gebonden wordt aan het UNESCO-Verdrag blijkt onder meer uitdrukkelijk uit de Kamerbrief van 19 mei 2016, waarin de ratificatie is aangekondigd (ref. nr. 929389). Het UNESCO-Verdrag is dus bepalend voor de manier waarop de Staat nu moet handelen. In artikel 2 van het UNESCO-Verdrag staan de doelstellingen benoemd.

Onze referentie
BS2021028838

In artikel 19 van het UNESCO-Verdrag is opgenomen wat wel en niet is toegestaan rond het samenwerken en delen van informatie. In het derde lid staat dat informatie met betrekking tot ontdekking of locatie van cultureel erfgoed onder water vertrouwelijk wordt behandeld en voorbehouden blijft aan de bevoegde autoriteiten van de Staten die partij zijn, voor zover in overeenstemming met hun nationale wetgeving, zolang openbaarmaking van deze informatie een gevaar of anderszins een risico kan vormen voor het behoud van dit cultureel erfgoed onder water.

Dat sprake is van een reëel gevaar en risico voor behoud van het cultureel erfgoed onder water bij openbaarmaking van informatie met betrekking tot alle locaties in vondstmeldingen is evident. Op het risico van roof van erfgoed wordt gewezen door zowel de wetgever, de partijen bij het UNESCO-Verdrag als de partijen bij het Europees Verdrag inzake de bescherming van het archeologisch erfgoed (Verdrag van Valletta). Ook in de eerdergenoemde Kamerbrief wordt stilgestaan bij de noodzaak dit erfgoed te beschermen.

Openbaarmaking van informatie omtrent geografische data betreffende vondstmeldingen is in strijd met het voorwerp en het doel van het UNESCO-Verdrag en meer specifiek met artikel 19, derde lid, van het UNESCO-Verdrag, nu hierin is opgenomen dat de ontdekking of locatie van cultureel erfgoed onder water vertrouwelijk moet worden behandeld en voorbehouden blijft aan de autoriteiten van de Staten die partij zijn bij het verdrag. Daarom maak ik document 8 en 9 in zijn geheel niet openbaar en maak ik uit document 1, 3, 10 en 11 de daarin opgenomen geografische data niet openbaar.

Naast het belang van het beschermen van cultureel erfgoed onder water is het niet zeker of zich in de vliegtuigwrakken stoffelijke resten bevinden. Vliegtuigwrakken die zich onder de grond dan wel op de zeebodem bevinden, worden door de Rijksoverheid conform internationale verdragen beschouwd als veld- dan wel zeemansgraf en daarom in beginsel onberoerd gelaten. Op grond van de Verdragen van Genève, die gaan over de bescherming van burgers en slachtoffers bij internationale gewapende conflicten dient de Nederlandse overheid ervoor te zorgen dat een graf wordt ontzien.

De kaarten in document 11 geven niet alleen inzicht in de geografische data van de "Miss Deal" maar ook in de geografische data van meerdere stoffelijke resten. Openbaarmaking van deze documenten kan zorgen voor ongeoorloofde activiteiten gericht op het cultureel erfgoed, wat een bedreiging kan vormen voor het behoud van dit erfgoed. Zoals hierboven omschreven heeft de Nederlandse overheid, conform de Verdragen van Geneve, de taak om een graf te ontzien en intact te laten, daarom maak ik deze informatie niet openbaar.

Wob

Eerbiediging van persoonlijke levenssfeer (artikel 10, tweede lid, aanhef en onder e, van de Wob)

In documenten 1 tot en met 4 en documenten 6 en 7 staan persoonsgegevens van medewerkers en derden, zoals namen, adressen, handtekeningen, verblijfplaatsen, e-mailadressen, telefoonnummers en andere gegevens die herleidbaar zijn tot deze personen. Deze persoonsgegevens maak ik op grond van artikel 10, tweede lid, aanhef en onder e, van de Wob niet openbaar. Het gaat om medewerkers die niet wegens hun functie in de openbaarheid treden. Daarnaast vormt openbaarmaking van de persoonsgegevens van derden een inbreuk op hun persoonlijke levenssfeer. Voor zowel de persoonsgegevens van de medewerkers als die van derden geldt dat deze bij openbaarmaking niet bijdragen aan de inhoud van de documenten. Het belang van eerbiediging van de persoonlijke levenssfeer van betrokkenen weegt daarom in deze gevallen zwaarder dan het belang van openbaarheid.

Bedrijfs- en fabricagegegevens (artikel 10, eerste lid, aanhef en onder c, van de Wob)

Op grond van artikel 10, eerste lid, aanhef en onder c, van de Wob maak ik delen van document 10 niet openbaar. De grijs gemaakte delen bevatten kosten van het veldonderzoek en kosten van het bergen van het vliegtuig dat gevonden is in Domburg. Bij openbaarmaking van de grijsgemaakte delen van document 10 zouden derden inzicht kunnen krijgen in de financiële bedrijfsvoering van het bedrijf dat vliegtuigen bergt, wat diens concurrentiepositie voor toekomstige opdrachten kan schaden.

Ik vertrouw erop u hiermee voldoende te hebben geïnformeerd.

Hoogachtend,

De Minister van Defensie
voor deze
De Secretaris-Generaal,

mr. G.E.A. van Craaikamp

Bestuursstaf
Directie Communicatie

Datum 28 JAN 2022

Onze referentie
BS2021028838

Belanghebbenden kunnen binnen zes weken na bekendmaking van dit besluit bezwaar indienen bij de Minister van Defensie. Het bezwaarschrift dient te worden gericht aan Dienstencentrum Juridische Dienstverlening, Commissie advisering bezwaarschriften Defensie, Postbus 90004, 3509 AA Utrecht. Het bezwaarschrift moet zijn ondertekend, een dagtekening bevatten en van de naam en het adres van de indiener zijn voorzien. Uit het bezwaarschrift moet duidelijk blijken tegen welk besluit en op welke gronden bezwaar wordt gemaakt.

nr	Datum	Document	Onderwerp	Beoordeling	Weigeringsgrond
1	22-7-2014	02 - 0908 MSOB Search naar vliegtuigwrakken AVRFORM	Overige zoektocht	Deels openbaar	10.2.e & UNESCO
2	12-11-2015	Brief DPAA aan CDS 02 - 160517 MSOB SEARCH OMG. FRIESE MEREN (GETEKENDE AANVRAAG)	Miss Deal	Deels openbaar	10.2.e
3	9-12-2015	AANVRAAG	Overige zoektocht	Deels openbaar	10.2.e & UNESCO
4	12-2-2016	brief aanvraag assistentie WWII SITREP001 - 170220 CVB OVERIGE	Miss Deal	Deels openbaar	10.2.e
5	15-3-2017	TEXEL Vergunning terrein Groninger	Overige zoektocht	Openbaar	nvt
6	25-4-2017	Landschap GPR6815 - Vergunning Groninger	Overige zoektocht	Deels openbaar	10.2.e
7	21-1-2019	Landschap	Overige zoektocht	Deels openbaar	10.2.e
8	4-7-2019	kaart zoekgebied Dollard	Miss Deal	Niet openbaar	UNESCO
9	4-7-2019	map van plekken gevonden objecten		Niet openbaar	UNESCO
10	onb.	Contract DPAA zoektocht in Dornburg Verslag DPAA van de 1 ^e zoekactie Dollard met aankondiging van de 2 ^e actie	Overige zoektocht	Deels openbaar	10.2.e & 10.2.c & UNESCO
11	onb.	Omschrijving meettechnieken T&A	Miss Deal	Deels openbaar	10.2.e & UNESCO
12	onb.	Survey Eems Dollard	Miss Deal	Openbaar	nvt



Aanvraagformulier militaire steunverlening in het openbaar belang

In te vullen door aanvrager
Datum aanvraag
22 juli 2014
Aanvragend bestuursorgaan (kiezen uit Minister / CdK / Burgemeester of Dijkgraaf)
Burgemeester van de gemeente de Friese Meren, [redacted]
Titel van de aanvraag
Regeling militaire steunverlening in het openbaar belang (stcrt. 2008,3)
Reden van de aanvraag
<p>Aanvrager kan zelf niet (tijdig) of afdoende in noodzakelijke steun (laten) voorzien omdat: Gemeente "De Friese Meren" beschikt niet over de juiste kennis, middelen en capaciteiten. De benodigde capaciteiten zijn aanwezig bij de Defensie Duikgroep.</p> <p>Uitvoering van het onderzoek door de DDG wordt aangevraagd op basis van de circulaire "Bergen van vliegtuigwrakken en bemanningsleden uit de tweede wereldoorlog" nr C/20090116815. De SOVB onderhoudt hierover nauwe contacten met gemeente De Friese Meren.</p> <p>De gemeente wil graag uitgebreide rapportage opbouwen door uitgebreid historisch onderzoek. Omdat de reeds uitgevoerde onderzoeken door SOVB zijn uitgevoerd ligt het in het verlengde dat de DDG als defensieonderdeel ondersteunt bij de uitvoering van het overig benodigde onderzoek. Dit wordt versterkt door het feit dat bij het onderzoek mogelijk stoffelijke resten aangetroffen kunnen worden waar de identiteit nog van kan worden vastgesteld. Daarnaast is er ook niet uit te sluiten dat er nog munitierestanten in de wrakken aanwezig zijn.</p> <p>Evt. daadwerkelijke berging vindt mogelijk later plaats onder de verantwoordelijkheid van de Stafofficier Vliegtuigberging van het logistiek centrum van CLSK (SOVB).</p>
Te verwachten taak / opdracht
<p>N.a.v. eerder aangetroffen delen van vliegtuigwrakken in het IJsselmeer t.h.v. coördinaten [redacted] en [redacted] wordt in opdracht van de gemeente De Friese Meren een nader onderzoek ingesteld naar de aanwezigheid van vliegtuigwrakken. Uit onderzoeken is inmiddels gebleken dat het mogelijk zou gaan om twee vliegtuigwrakken, vermoedelijk afkomstig uit WOII. Er moet van worden uitgegaan dat zich in de wrakken nog menselijke resten bevinden. Daarbij is onbekend om welke toestellen het gaat en of deze toestellen zijn neergestort in de heen of terugreis. Er moet dus worden uitgegaan van de aanwezigheid van explosieven.</p> <p>Pas bij identificatie, en daarna een mogelijke berging, van de wrakken kan ook de identiteit van de evt. aanwezige stoffelijke resten worden vastgesteld.</p> <p>Gelet op bovenstaande is het verzoek aan de Defensie Duikgroep: Ter plaatse verkennen en onderzoeken van de wraklocatie ter ondersteuning van het historisch onderzoek van de Stafofficier Vliegtuigberging van CLSK, met als doel de gemeente te voorzien van alle benodigde informatie voor het al dan niet bergen van de evt. vliegtuigwrakken en het al dan niet vrijgeven van de locatie voor zandwinning.</p>

Gewenste steunverlening (incl. aantallen)	
Indien geen bekendheid met aantallen; welk effect wordt beoogd te bereiken met de steunverlening	
De gemeente wil bereiken dat er een grondig onderzoek wordt verricht dat de basis kan vormen voor gegronde besluitvorming aangaande een evt. toekomstige bestemming van dit gebied.	
Datum en tijd dat de steunverlening nodig is	
Van: 25 augustus 2014	Tijdstip:
Tot: 29 augustus 2014	Tijdstip:
Mate van zelfvoorziening aangevraagde steunverlening (brandstof, voeding etc.)	
Eenheden ter plaatse voorzien zelf in hun logistiek	
Overige bijzonderheden	
Plaats van opkomst: Nader te bepalen	Tijdstip: nader te bepalen
Plaats van Inzet: Gemeente De Friese Meren in het IJsselmeer t.h.v. bovengenoemde coördinaten	
Overig: Stafofficier Vliegtuigberging van de CLSK is hier nauw bij betrokken en heeft aangegeven dat deze ondersteuning vanuit de DDG noodzakelijk is voor het verder kunnen uitvoeren van zijn historisch onderzoek.	

In te vullen door aanvrager	
Naam en telefoonnummer van regionaal contactpersoon voor LOCC	
Naam: [redacted] medewerker handhaving en toezicht van de gemeente De Friese Meren	
Telefoonnummer: [redacted]	
Naam en telefoonnummer van regionaal contactpersoon voor de steunverlenende defensie-eenheid	
Naam: [redacted] medewerker handhaving en toezicht van de gemeente De Friese Meren, Telefoonnummer: [redacted]	
E-mailadres: [redacted]@defriesemeren.nl	
[redacted] Stafofficier Vliegtuigberging,	
Telefoonnummer: [redacted]	
E-mailadres: [redacted]@mindef.nl	
[redacted], OVR Fryslân,	
Telefoonnummer: [redacted]	
E-mailadres: [redacted]@mindef.nl	
Plaats en datum	
Plaats: Joure	

Datum: 22 juli 2014
Naam aanvrager [Redacted]
Functie Burgemeester
Handtekening aanvrager (Minister / CdK / Burgemeester of Dijkgraaf) [Redacted]

De aanvraag wordt ingediend bij:

Het Landelijk Operationeel Coördinatie Centrum

[Redacted]@dgv.minvenj.nl

Tel: [Redacted] (Piket)

Hoofdstraat 54, 3972 LB Driebergen,

Postbus 100, 3970 AC Driebergen



DEFENSE POW/MIA ACCOUNTING AGENCY
2300 DEFENSE PENTAGON
WASHINGTON, D C 20301-2300

doc 2

12 2015

Chief of Defense
Ministry of Defense
PO Box 20701
2500 ES Den Haag, Netherlands

Dear General [REDACTED],

I have had the privilege of serving as Interim Director of the Defense POW/MIA Accounting Agency (DPAA) since January 2015. Our mission is to provide the fullest possible accounting of our missing personnel from past conflicts to their families and our nation. I understand the Royal Netherlands Armed Forces pursue a similar mission with some unique capabilities.

Through archival research and detailed analyses, our historians have identified a U.S. aircraft from World War II, believed to be located underwater in Dollart Bay between Germany and The Netherlands. The remains of two missing American servicemen are thought to be in the aircraft. I am writing to respectfully request your approval for the Royal Netherlands Armed Forces to collaborate with us on an underwater investigation of this case.

Our concept is that a team from the Royal Netherlands Navy would lead a mission to pinpoint the location of the aircraft fuselage and determine if a future underwater excavation mission would be warranted. DPAA would provide specialists as necessary to augment this investigative effort. Our European Task Element Director, Mr. [REDACTED] has had preliminary discussions with Lieutenant-Kolonel [REDACTED] in the DOPS J34 (Sectie Nationale Operaties) regarding how capabilities between DPAA and the Royal Netherlands Navy might be leveraged.

Thank you in advance for your consideration of our request for approval of the Royal Netherlands Navy to participate on this important case. [REDACTED], who is based in Miesau, Germany, will be our primary point of contact for your assigned representative. He may be contacted at [REDACTED]@mail.mil.

Very respectfully,

*at best wishes,
Sir!*

[REDACTED]
Rear Admiral, U.S. Navy
Interim Director

cc:
U.S. Defense Attaché, Netherlands



Aanvraagformulier militaire steunverlening in het openbaar belang

In te vullen door aanvrager
Datum aanvraag
09 december 2015
Aanvragend bestuursorgaan (kiezen uit Minister / CdK / Burgemeester of Dijkgraaf)
Burgemeester van de gemeente de Friese Meren, dhr. Mr. F. Veenstra
Titel van de aanvraag
Regeling militaire steunverlening in het openbaar belang (stcrt. 2008,3)
Reden van de aanvraag
<p>De gemeente "de Fryske Marren" wil graag uitgebreide rapportage opbouwen over de onderwatersituatie rondom overblijfselen van 2 WOII vliegtuigen in het IJsselmeer door uitvoering van uitgebreid historisch onderzoek. Omdat de reeds uitgevoerde onderzoeken in overleg met de Stafofficier Vliegtuigberging van het logistiek centrum van de Koninklijke Luchtmacht (SOVB) zijn uitgevoerd ligt het in het verlengde dat de Defensie Duikgroep (DDG) als defensieonderdeel ondersteunt bij de uitvoering van het overig benodigde onderzoek. Dit wordt versterkt door het feit dat bij het onderzoek mogelijk stoffelijke resten aangetroffen kunnen worden waar de identiteit nog van kan worden vastgesteld. Daarnaast is er al aangetoond dat er op één locatie munitierestanten in de wrakken aanwezig zijn. De daadwerkelijke berging gaat op een later tijdstip plaatsvinden onder de verantwoordelijkheid van de SOVB.</p> <p>Uitvoering van het onderzoek door de DDG wordt aangevraagd op basis van de circulaire "Bergen van vliegtuigwrakken en bemanningsleden uit de tweede wereldoorlog" nr C/20090116815. De SOVB onderhoudt hierover nauwe contacten met gemeente De Fryske Marren.</p> <p>Aanvrager kan zelf niet (tijdig) of afdoende in noodzakelijke steun (laten) voorzien omdat: Gemeente De Fryske Marren beschikt niet over de juiste kennis, middelen en capaciteiten. De benodigde capaciteiten zijn aanwezig bij de DDG.</p>
Te verwachten taak / opdracht
<p>N.a.v. eerder aangetroffen delen van vliegtuigwrakken in het IJsselmeer t.h.v. coördinaten [redacted] en [redacted] is er in opdracht van de gemeente De Fryske Marren een nader onderzoek ingesteld naar de aanwezigheid van vliegtuigwrakken. Uit onderzoeken is inmiddels gebleken dat het gaat om vliegtuigwrakken van het type Vickers Wellington afkomstig uit WOII. Er moet van worden uitgegaan dat zich in de wrakken nog menselijke resten bevinden. Daarbij is het specifieke toestel onbekend maar er is al wel gebleken dat het toestel op de heenweg naar het doel is neergestort. Er is reeds een deel van de bommenlast aangetroffen op één van de bovengenoemde locaties. Bij de uitgevoerde onderzoeken zijn er meerdere objecten gedetecteerd die tot op heden niet zijn geïdentificeerd. Mogelijk behoren deze tot het neergestorte vliegtuig en er kan niet worden uitgesloten dat het hier om munitierestanten gaat. Pas bij benadering, en daarna identificatie, van de wrakdelen kan de berging worden uitgevoerd en kan ook de identiteit van de evt. aanwezige stoffelijke resten worden vastgesteld.</p> <p>Gelet op bovenstaande is het verzoek aan de DDG om ter plaatse de nieuwe gedetecteerde objecten op de wraklocatie te verkennen en onderzoeken ter ondersteuning van het historisch onderzoek van de Stafofficier Vliegtuigberging van CLSK. Dit met als doel de gemeente te voorzien van alle benodigde informatie voor continueren van het bergingsproces en het al dan niet vrijgeven van de locatie voor zandwinning/-opslag.</p>

Gewenste steunverlening (incl. aantallen)
Indien geen bekendheid met aantallen; welk effect wordt beoogd te bereiken met de steunverlening
De gemeente wil met dit onderzoek bereiken dat er een stevige basis ligt voor gegronde besluitvorming aangaande een evt. toekomstige bestemming van dit gebied.
Datum en tijd dat de steunverlening nodig is
Deze steunverlening is, in overleg met de DDG, voorzien voor een periode van 2 weken aaneengesloten. De DDG is beschikbaar voor het uitvoeren van deze opdracht van: 16 mei 2016 tot 24 juni 2016
Verzoek van zowel de gemeente als Luchtmacht zo snel mogelijk te beginnen met de uitvoering.
Mate van zelfvoorziening aangevraagde steunverlening (brandstof, voeding etc.)
Eenheden ter plaatse voorzien zelf in hun logistiek
Overige bijzonderheden
Plaats van opkomst: Nader te bepalen Tijdstip: nader te bepalen Plaats van Inzet: Gemeente De Fryske Marren in het IJsselmeer t.h.v. bovengenoemde coördinaten
Overig: Stafofficier Vliegtuigberging van de CLSK is hier nauw bij betrokken en heeft aangegeven dat deze ondersteuning vanuit de DDG noodzakelijk is voor het verder kunnen uitvoeren van zijn historisch onderzoek en continuering van het bergingsproces.

In te vullen door aanvrager
Naam en telefoonnummer van regionaal contactpersoon voor LOCC
Naam: [redacted], medewerker handhaving en toezicht van de gemeente De Fryske Marren
Telefoonnummer: [redacted]
Naam en telefoonnummer van regionaal contactpersoon voor de steunverlenende defensie-eenheid
Naam: [redacted], medewerker handhaving en toezicht van de gemeente De Fryske Marren, Telefoonnummer: [redacted]
E-mailadres: [redacted]@defryskemarren.nl
[redacted] Stafofficier Vliegtuigberging,
Telefoonnummer: [redacted]
E-mailadres: [redacted]@mindef.nl
[redacted], OVR Fryslân,
Telefoonnummer: [redacted]
E-mailadres: [redacted]@mindef.nl

Plaats en datum
Plaats: Joure
Datum: 09-12-2015
Naam aanvrager
[Redacted]
Functie
Burgemeester
Handtekening aanvrager (Burgemeester)
[Redacted]

De aanvraag wordt ingediend bij:

Het Landelijk Operationeel Coördinatie Centrum

[Redacted]@dgv.minvenj.nl

Tel: [Redacted] (Piket)

Hoofdstraat 54, 3972 LB Driebergen,

Postbus 100, 3970 AC Driebergen



BS2015016473 / 19-8-2015



Ministry of Defence

> Return address PO BOX 20701 2500 ES The Hague, The Netherlands

DEFENSE POW/MIA ACCOUNTING AGENCY
Attention to [REDACTED]
Director
2300 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-2300
UNITED STATES OF AMERICA

Defence Staff
Directorate of Operations

PO BOX 20701
2500 ES The Hague
The Netherlands
www.defensie.nl

Our reference
BS2015016473

Contact

Branch J3

T + [REDACTED]
M [REDACTED] @mindef.nl

Annex

Please quote date, our
reference and subject when
replying.

Date **12 FEB. 2016**
Subject Assistance underwater investigation US Aircraft WWII

Dear Sir,

Thank you for the letter of Rear Admiral [REDACTED] requesting the assistance of the Royal Netherlands Armed Forces in investigating the feasibility of the salvage of a US aircraft and missing American servicemen in the Dollard Bay.

The fullest possible accounting of missing personnel warrants our efforts whenever possible. Therefore I give my approval for the Royal Netherlands Armed Forces to lead a mission to locate the aircraft and to investigate if a future underwater excavation mission is possible.

Preparations for this case will be coordinated by Directorate of Operations J3 (National Operations). Therefore your assigned representative, [REDACTED], will be contacted.

Yours sincerely,

[REDACTED]

Berging Lancaster**Naam CMM dan wel coördinerende OPCO: CLSK SOVB**

A 2001100 A Feb 17

B OST aan de SOVB van CLSK bij de berging van de Lancaster op de Waddenzee.

C Situatie

1. Naar aanleiding van het vinden van menselijke resten en eigendommen afgelopen jaar is er in de weken 8 en 9 een geplande berging op de Waddenzee i.s.m. de SOVB van CLSK en de identificatie dienst van de CLAS betreft het zoeken naar -, en bij aantreffen, het bergen van menselijke resten.
2. Tevens is er een team van de MAREOD stand-by om bij het vinden van munitie delen te kunnen acteren.

D Operationele activiteiten

1. Vanochtend om 1100 A zal DVTG Cerberus richting berging locatie vertrekken.
2. N.V.T.
3. N.V.T.
4. Vandaag word er ter plaatse gedoken om een beeldopbouw van het wrak te verkrijgen

E Algemene ontwikkelingen van invloed op de missie

1. De weersverwachting kan de aankomende week voor vertraging gaan zorgen.

F Personeel

1. 7 pax

G Logistiek

- 1 Duikvaartuig Cerberus

H Knelpunten in de uitvoering van de opgedragen operatie

- J N.V.T.

Berging Lancaster**Naam CMM dan wel coördinerende OPCO: CLSK SOVB**

A 2001100 A Feb 17

B OST aan de SOVB van CLSK bij de berging van de Lancaster op de Waddenzee.

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- J N.V.T.

K Verwachte actie van DOPS op gemeld knelpunt: N.V.T.
L Appreciatie CMM: N.V.T.

Postbus 199
9750 AD Haren
bezoekadres
Rijksstraatweg 333
9752 CG Haren

(050) 313 59 01
info@groningerlandschap.nl
www.groningerlandschap.nl
IBAN: NL09 RABO 0162 2511 14
KVK: 41009551



Het Groninger
Landschap



CLSK2017005642 / 1-5-2017

Ministerie van Defensie

Majoor Ing. [redacted], Stafofficier
Vliegtuigberging,
Logistiek Centrum Woensdrecht
Postbus 8762
4820 BB Breda

Datum: 25 april 2017

Betreft: verzoek ondertekening vergunning betreden terrein Groninger Landschap

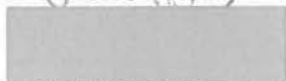
Geachte heer [redacted]

Hierbij ontvangt u uw vergunning in tweevoud voor het betreden van een terrein van Het Groninger Landschap ten behoeve van een sonaronderzoek naar een verdwenen bommenwerper in de Dollard.

Ik verzoek u beide exemplaren te tekenen en één getekend exemplaar te retourneren in bijgevoegde envelop (postzegel niet nodig).
Het andere exemplaar is voor u zelf bestemd.

Hartelijk dank voor uw medewerking.

Met vriendelijke groet,
Stichting Het Groninger Landschap



Cc: SP/DB/IB/BS/ Min. van E.Z. Waddeneenheden



HET GRONINGER LANDSCHAP
POSTBUS 199, 9750 AD HAREN.
Tel. 050 - 3135901

Vergunningnr. 17-066

VERGUNNING tot het betreden van het reservaat: DE DOLLARD

Ondergetekende, [REDACTED], directeur van Stichting Het Groninger Landschap, verklaart hiermede dat de hieronder vermelde organisatie gerechtigd is bovengenoemd water te bevaren ten behoeve van: **sonaronderzoek naar verdwenen bommenwerper**

Deze vergunning is geldig: **20 april tot 25 mei 2017**

Haren, 24 april 2017

De directeur:

handtekening van de houder:

Ing. [REDACTED], Majoor

Voorwaarden waaronder deze vergunning is verleend:

1. De vergunning moet bij gebruik ter plaatse op verzoek worden getoond.
2. Alvorens u het terrein bezoekt dient U contact op te nemen met: [REDACTED]
3. Houder is verplicht zich te houden aan de aanwijzingen, welke door het toezichthoudende personeel worden gegeven.
4. Persberichten en overige publicaties worden in kopie aan de Stichting gezonden.
5. Bij publicaties, persberichten e.d. dient nadrukkelijk te worden vermeld dat de stichting eigenaar/beheerder is van het betreffende terrein en haar medewerking aan het onderzoek of de activiteit heeft verleend.
6. Flora en fauna mogen geen geweld worden aangedaan.
7. Het onderzoek dient zo veel als mogelijk bij hoog water plaats te vinden.
8. Indien men bij laag water aanwezig is, dan dient men de rust voor de vogels die op de wadplaten foerageren, te respecteren.
9. Er wordt met één moederschip gevaren, van waaruit één of twee RIB's zullen opereren.
9. De vergunning kan te allen tijde worden ingetrokken.

In afschrift aan:

Min van E.Z. Waddenunit p/a [REDACTED],
[REDACTED]: beheermedewerker SGL,

Vergunninghouder: Ministerie van Defensie, Majoor [REDACTED], Stafofficier
Vliegtuigberging, Logistiek Centrum Woensdrecht, [REDACTED],
[REDACTED]@mindef.nl; tel. [REDACTED]



Het Groninger Landschap

Postbus 199 | 9750 AD Haren

Postzegel
hoeft niet,
mag wel.
Graag zelfs

Het Groninger Landschap

Antwoordnummer 125

9750 WX HAREN

ib

Postbus 199
9750 AD Haren
bezoekadres
Rijksstraatweg 333
9752 CG Haren

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info@groningerlandschap.nl
www.groningerlandschap.nl
IBAN: NL09 RABO 0162 2511 14
KVK: 41009551



Het Groninger
Landschap

**[Redacted] Projectleider en
Senior OCE deskundige
T&A Survey bodemonderzoek
Postbus 20670
1001 NR Amsterdam**

Datum: 21 januari 2019

Betreft: vergunning betreden terrein Groninger Landschap 2019

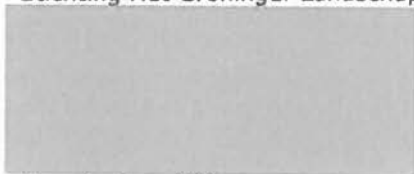
Geachte heer [Redacted]

Hierbij ontvangt u een vergunning voor het betreden van een terrein van Het Groninger Landschap. De vergunning is in tweevoud.

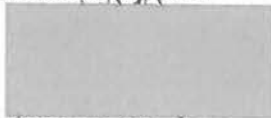
Ik verzoek u beide exemplaren te tekenen en 1 ex. in de bijgevoegde antwoordenvolp terug te sturen.

Het andere exemplaar is voor uzelf bestemd.

Met vriendelijke groet,
Stichting Het Groninger Landschap,



Secretaresse ~~Natuur~~



cc: SP/DB/ABa/BS \

HET GRONINGER LANDSCHAP
POSTBUS 199, 9750 AD HAREN
Tel. 050 - 3135901

Vergunningnr. 19-018

VERGUNNING tot het betreden van het reservaat: DE DOLLARD

Ondergetekende, [redacted], directeur van Stichting Het Groninger Landschap, verklaart hiermede dat de hieronder vermelde organisatie gerechtigd is bovengenoemd water te bevaren ten behoeve van:
sonaronderzoek naar verdwenen bommenwerper

Deze vergunning is geldig: **1 april tot 1 juli 2019**

Haren, 22 januari 2019

De directeur: [redacted]

handtekening van de houder:
[redacted]

Voorwaarden waaronder deze vergunning is verleend:

1. De vergunning moet bij gebruik ter plaatse op verzoek worden getoond.
2. Alvorens u het terrein bezoekt dient U contact op te nemen met: [redacted]
3. Houder is verplicht zich te houden aan de aanwijzingen, welke door het toezichthoudende personeel worden gegeven.
4. Persberichten en overige publicaties worden in kopie aan de Stichting gezonden.
5. Bij publicaties, persberichten e.d. dient nadrukkelijk te worden vermeld dat de stichting eigenaar/beheerder is van het betreffende terrein en haar medewerking aan het onderzoek of de activiteit heeft verleend.
6. Flora en fauna mogen geen geweld worden aangedaan.
7. Het onderzoek dient zo veel als mogelijk bij hoog water plaats te vinden.
8. Indien men bij laag water aanwezig is, dan dient men de rust voor de vogels die op de wadplaten foerageren, te respecteren.
9. Er wordt met twee kleine surveybootjes gevaren, de wadbodem wordt niet geroerd of verstoort.
10. De vergunning kan te allen tijde worden ingetrokken.
11. U dient zelf zorg te dragen en in bezit te zijn van overige vergunningen.

In afschrift aan:

[redacted] natuurbeheerder HGL, [redacted]: medewerker natuurbeheer HGL, [redacted] BOA HGL

Min van E.Z. Waddenunit p/a [redacted] en [redacted]

Ministerie van Defensie, Majoor Ing. [redacted] Stafofficier Vliegtuigberging, Logistiek Centrum
Woensdrecht, [redacted], [redacted] @mindef.nl;

Houder van de vergunning:

[redacted] Projectleider en Senior OCE deskundige
T&A Survey bodemonderzoek
[redacted]

**Underwater Excavation of Domburg Site [B-24H]
U.S. Embassy The Hague, The Netherlands**

Contract No. 19GE50-18-C-0066

SECTION 1 - THE SCHEDULE

- SF 1449 cover sheet
- Continuation to SF-1449, Contract Number 19GE50-18-C-0066, Prices, Block 23
- Continuation to SF-1449, Contract Number 19GE50-18-C-0066, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
 - Appendix A -- Code of Federal Regulations, 36 CFR Part 61, Professional Qualifications Standards

SECTION 2 – CONTRACT CLAUSES

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, CONTRACT NUMBER 19GE50-18-C-0066

PRICES, BLOCK 23

1. PRICES, INSTRUCTIONS, DUTIES AND RESPONSIBILITIES AND PERIOD OF PERFORMANCE

- 1.1 The Contractor shall provide professional services for archaeological field surveys with follow-on recovery of biological remains related to a U.S. World War II military loss in the vicinity of Domburg, Netherlands.
- 1.2 The Contractor shall perform all work as set forth in Section C, Statement of Work, exhibits and in accordance with the terms and conditions of this contract, furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.
- 1.3 The performance under this contract is complete when all items and services have been delivered.
- 1.4 This is a firm fixed-price service contract for services specified in Section 2 Pricing. The price shall include all work, including furnishing all labor, materials, supplies per Exhibit A, equipment and services, overhead, profit, insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, and if applicable, value added tax (VAT), paragraph 1.5 and DBA, paragraph 1.6. Any costs not priced will be considered to be included in the overhead and other indirect costs.
- 1.5 Value Added Taxes (VAT): If applicable, the contractor shall be responsible paying to the appropriate authority, the applicable rate of Value Added tax. Offerors shall identify Value Added Tax (VAT) as a separate line item in Section B. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract. The Contractor will be reimbursed for VAT only to the extent contractor provides documentary proof that VAT has been paid to the host government. Any refund of VAT to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for the VAT payment.
- 1.6 DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts over US\$3,500.00. Only the countries listed currently on the Department of Labor's (DOL) Active DBA Waivers are not required to have DBA insurance for Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. (See website for country waivers: <https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>).

The DBA insurance may be obtained from any authorized DBA insurance broker, see Sub-Section I.12, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE

**Underwater Excavation of Domburg Site [B-24H]
U.S. Embassy The Hague, The Netherlands**

Contract No. 19GE50-18-C-0066

BASE ACT) (APR 1984). New DBA insurances policies can be purchased directly from any DOL (Department of Labor) approved insurance carrier. A list of DOL approved carriers may be found at <http://www.dol.gov/owcp/dlhw/lscarrrier.htm>.

The Contractor will be reimbursed for DBA only to the extent the contractor provides documentary proof that DBA has been paid and only to the extent quoted in Sub-Section 2, Pricing below.

NOTE: The Netherlands is listed on the DOL Active DBA Waivers, and therefore DBA insurance is not required for Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working under this contract.

2. PRICING

2.1 This is a firm fixed-price contract. The Contractor shall provide professional services for archaeological field surveys with follow-on recovery of biological remains related to a U.S. World War II military loss in the vicinity of Domburg, Netherlands.

PRICING

ITEM	DESCRIPTION	UNIT PRICE	QTY	TOTAL
A	Phase I Survey		1	
B	Phase II Evacuation		1	
SUBTOTAL (Items A - B)				
C	Valued Added Tax (VAT) 21%		1	N/A
GRAND TOTAL				

Specify the currency in which the offer is made: EURO

**CONTINUATION TO SF-1449, CONTRACT NUMBER 19GE5018R0121
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

3. INTRODUCTION

OBJECTIVES

Contracted professional services are required for archaeological field surveys with follow-on recovery of biological remains related to a U.S. World War II military loss in the vicinity of Domburg, Netherlands.

The Contractor shall conduct systematic archaeological Phase II testing and Phase III excavation of a validated aircraft crash site identified in 2009 by a combined Joint Personnel Accounting Command (JPAC, a predecessor organization to DPAA) and Dutch military investigation team, to include the archaeological excavation and recovery of any possible human remains and any associated personal material evidence that which will assist in the identification of the remains recovered. No analysis of artifacts and possible remains is permitted or required. Retention of the airframe or any artifacts not related to the personal identification of crew remains is not authorized. If any large portions of airframe must be moved, they will be returned to the site at the close of the excavation. The period of performance will not extend beyond 365 calendar days (1 year) following award of contract, unless mutually agreed to by DPAA and the Contractor.

In addition to the other requirements set forth in this PWS regarding safety, permits, etc., the Contractor shall utilize best practices of standard archaeological survey, testing, and excavation methods, to specifically include Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (originally published in 48 FR 44716, 29 Sep 1983, and published in the Code of Federal Regulations, 36 CFR Part 61, Appendix A - Professional Qualifications Standards (hereinafter "DoI Standards") in fulfillment of this contract.

BACKGROUND

On 5 November 1943, B-24H #42-7477, nicknamed "The Drip," was part of a bombing mission at Munster, Germany. The aircraft, piloted by 1st Lt D'Aoust and nine other crew members, was hit by flak while over the target. The B-24H gradually lost altitude as it struggled back towards England and was attacked by German fighters as it approached the coast near southern Holland. The details of this loss were recorded in Missing Air Crew Report (MACR) 1165.

Two members of the crew remain unaccounted for, and records of postwar interviews with surviving crew members suggest that these unaccounted-for crew members may have been injured and unable to egress the aircraft. Of the remaining eight crew, four parachuted safely and were imprisoned to be later repatriated to the United States, one parachuted from the plane but died in a hospital from injuries sustained, and the remains of the remaining three washed ashore and were recovered following the loss.

From 16 March 2009 to 23 March 2009, JPAC and the Dutch military conducted a combined underwater investigation of site NL-00378. During this mission the team verified the presence of a B-24 aircraft wreck site, established an area of forward fuselage wreckage concentration with the debris field, conducted diving and sediment matrix testing/screening in this cockpit area, removed a large quantity of .50-caliber ammunition, and conducted a magnetometer survey of the larger surrounding area. It also recovered a pilot's wings insignia device, an element from a flak vest, multiple fastener elements, and a sleeve of a non-military garment.

The site rests at Military Grid Reference System coordinates [REDACTED] (WGS-84) under six meters (20 feet) of water in the North Sea off Domburg, Walcheren Island, Zeeland Province, Netherlands. The aircraft wreckage is plainly exposed on, and embedded in, the seabed which is composed of sand and shell.

The general area of observed forward fuselage wreckage—encompassing the areas where divers observed a left-hand cockpit window, several radio boxes, multiple armor plates to include possible nose turret portions, an emergency escape axe, and a propeller retaining two blades not attached to an engine—covers an area measuring 32m X 40m. This area comprises the recommended minimum excavation area. Within this area is a smaller, higher priority area (encompassing the locations from which the miniature pilot's wings insignia device, the plate element from an aircrew flak vest, and the garment sleeve were recovered) measuring 20m X 30m.

3.0 REQUIREMENTS.

3.1 Qualified Personnel.

3.1.1 The Contractor shall provide personnel with the necessary experience and expertise to conduct underwater Phase II archaeological testing and Phase III archaeological excavation of the suspected crash site (NL-00378) as required under this PWS, from the inception of the operation to its final end state.

3.1.2 The Contractor shall provide personnel who are professionally qualified to perform all activities required under this PWS and who have the requisite experience as set forth herein. A statement of qualifications for persons designated "as qualified" by the contractor shall be provided for examination and approval by DPAA along with the Contractors' Scientific Report Plan described below. The Contractor shall notify DPAA regarding any changes in its qualified personnel, for DPAA approval, using the weekly Situation Reports required below.

3.1.3 As part of its Scientific Report Plan described below, the contractor shall provide evidence that all contracted personnel are physically capable of performing standard archaeological Phase II and Phase III work. Upon request, the contractor shall furnish relevant information on the organization's safety record and, if applicable, summaries of accidents and outcomes.

3.2 Scientific Recovery Expert.

3.2.1 The Contractor shall provide one (1) Scientific Recovery Expert (SRE) who shall be responsible for all archaeological scientific decision making performed during the survey under this PWS,

in accordance with this and other applicable documents. The SRE must be a professional underwater archaeologist with at least the minimum qualifications and standards set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (originally published in 48 FR 44716, 29 Sep 1983, and published in the Code of Federal Regulations, 36 CFR Part 61, Appendix A - Professional Qualifications Standards).

3.2.2 All underwater archaeological work will be supervised and directed by the SRE. The SRE will be required to spend one week at DPAA "West" Headquarters in Hawaii to obtain training and familiarization with DPAA excavation protocols prior to beginning fieldwork. During this time all previous work on the site will be shared with the SRE.

3.2.3 As part of its Scientific Requirements Report described below, no later than 14 calendar days prior to deployment, the Contractor shall provide evidence that the contracted underwater archaeologist is physically capable of performing standard archaeological operations further defined in section 3.11.

3.2.4 The SRE will provide a daily situation report (SITREP) as required in section 3.12.6 of this Performance Work Statement. The SITREP template is attached to this PWS as Attachment A. The SRE must answer any phone calls from the DPAA scientific representative as soon as practicable, but no later than 24 hours, and any e-mails within 24 hours.

3.3 Equipment and Materials. The Contractor shall provide all equipment/materials necessary to conduct the archaeological survey, testing, and excavation from the inception of operation under this contract to its final end state. The Contractor shall assume responsibility for any and all liability related to the contracted activities, and will hold DPAA harmless regarding any liability incurred by the Contractor in fulfilling this PWS. Government owned equipment and materials will not be provided under this contract; however, information related to investigation work previously done at the site will be made available to the Contractor after award.

3.4 Permitting and Land-Use Compensation. The contractor shall plan for, and obtain, all necessary permits required under applicable national, local, and other laws and regulations, specifically including Netherlands laws and regulations that apply to underwater or other relevant archaeological survey and excavation permits, environmental permits, and handling of human remains and cultural artifacts. The contractor shall comply with all applicable work safety requirements and laws. In addition, the contractor shall be responsible for negotiating any applicable fees with the appropriate entities.

3.5 Project Plan. The contractor shall prepare a "Project Plan" (e.g., Concept of Operation or Technical Proposal, etc. From now forward, referred to as the Project Plan) that shall be submitted with its bid proposal that establishes how it will satisfy the requirements set forth herein in conducting the required activities and operations. Contractor shall not commence operations until the Project Plan is approved by DPAA, which may require modifications to the Project Plan.

3.5.1 The Project Plan shall address the requirements set forth below, to include:

3.5.1.1 The steps the Contractor shall take to maintain the scientific integrity of all archaeological operations to the highest of standards.

3.5.1.2 A description of the approach and activities relating to searching for, encountering, and recovering human remains, specifically addressing:

3.5.1.2.1 The manner in which such remains and non-biological evidence will be handled when they are encountered.

3.5.1.2.2 The procedures to be used to ensure that all archaeological survey, testing, and excavation operations be implemented by or under the direct supervision of the SRE or designees meeting at a minimum, the qualifications as outlined in the DoI Standards.

3.5.1.2.3 Other requirements regarding systematic archaeological excavation operations as set forth in section 3.8 below and other pertinent sections of this PWS.

3.5.1.3 Details regarding any required site restoration after termination of recovery operations in accordance with the applicable provisions below.

3.5.1.4 Actions to be taken to protect the site from the elements and other environmental hazards for the duration of the Project.

3.5.1.5 DPAA may require modifications to the Project Plan after the Contractor commences operations, if necessary to satisfy applicable laws and regulations, or due to other circumstances.

3.6 Scientific Requirements. The Contractor shall submit a Scientific Requirements Report with its Project Plan demonstrating that the company and its employees who will be working on this matter have the necessary experience, education and qualifications to meet the scientific requirements and guidelines that apply to the activities set forth herein.

3.6.1. Contractor's report and initial project plan will specifically demonstrate that the Contractor and its pertinent employees have the requisite:

3.6.1.1 Knowledge of and operational familiarity with professional underwater archaeological Phase II testing and Phase III recovery methods and techniques, to include the processes and procedures that are needed to maintain the scientific integrity of all archaeological operations to the highest of standards.

3.6.1.2 Knowledge of and operational familiarity with applicable national and local forensic and medico-legal requirements with regards to possible human remains.

3.7 Site Validation and Recovery. The Contractor shall be responsible for all planning, needed documents, including required permits and reports. In addition, the Contractor shall:

3.7.1 Using best practices of standard archaeological methods and techniques, complete archaeological Phase III excavation of the suspected U.S. aircraft crash site (NL-00378) using a Cartesian spatial orientation grid. Global Positioning System Grid coordinates shall be provided in Military Grid

Reference Systems utilizing the World Geodesic System (1984) datum. The recovery depth shall be determined by the SRE and will be sufficient to locate any possible associated human remains and pertinent non-biological evidence.

3.7.2 Document all archaeological operations and scientific decision-making with written field documentation and digital photography. Provenience and contextual information shall be included for each photograph. Document all issues of import that might affect data collection, evidence collection, and all other scientific operations. Usage of any and all photographs of evidence (to include possible human remains and material evidence) shall be limited to data collection, data processing, analysis, reporting, and documentation by the Contractor. No photographs or evidence shall be released to outside entities without the expressed written approval of DPAA. The Contractor shall not direct any other organization to photograph or video any possible human remains or material evidence (See sections 3.13 and 3.14 below). All site photographic and other images as well as original field notes, plans, drawings, and other forms of documentation will be the property of DPAA and submitted to DPAA along with final field reports as contract deliverables.

3.7.3 Document all archaeological operations with detailed plan mapping and drawings. All site maps must include the date the information was obtained, a north arrow indicating the north direction, a scale and the name of the individual who created the map.

3.7.4 Document all encountered relevant features with detailed descriptions and digital photography. Features deemed of particular importance shall be mapped and documented with greater detail.

3.7.5 Once the Contractor's on-site/DPAA lab-certified SRE determines that excavation of site NL-00378 meets the DPAA lab's criteria for being complete, Contractor shall submit an initial Excavation Summary Report for review by DPAA, who will provide final approval of site closure or suspension. A comprehensive site report shall be submitted to DPAA within (10) business days of DPAA approving closure of site. All data obtained during excavation, as well as all documentation, must be turned over to the DPAA. Photographs can be provided in digital format only, while reports and original documentation and original field notes need to be turned over to the DPAA in both original and digital format.

3.7.6 Ensure that designated DPAA personnel have immediate and unfettered access to the site for purposes of quality control, monitoring contractor's activities at the site, and any other related purposes determined to be appropriate by DPAA. DPAA retains full scientific authority of all archaeological activities on site. DPAA will provide the Contractor the names of the DPAA personnel it designates under this provision in advance of such personnel travelling to the site. Expenses for DPAA travel to and from the site will be the responsibility of DPAA.

3.8 Discovery of possible human remains.

3.8.1 The Contractor shall conduct systematic archaeological Phase III excavation operations at the site (NL-00378) for the purpose of recovering possible human remains and associated material evidence. If possible human remains are discovered, the Contractor shall notify DPAA within 24 hours to allow DPAA to coordinate for a U.S. government representative to take custody of the remains and relevant material evidence and ensure transport of the remains and material evidence to the DPAA Laboratory. Reporting of the discovery of human remains should be made immediately, but no later than

24 hours, to the DPAA Worldwide Operations Center (WOC) by phone at (808) 448-4594 or email at [REDACTED]@mail.mil. The Contractor shall submit a final report of field activities in accordance with DPAA Laboratory reporting protocols and will include any reports required by the Netherlands permitting authorities.

3.8.2 The Contractor shall provide the needed planning, activities, and documentation required to:

3.8.2.1 Recover all possible human remains believed to be those of any U.S. service members found as the result of Phase II testing or Phase III excavation. The Contractor shall follow host-nation requirements and DPAA protocols for the removal, retention, transport, and curation of any possible human remains and associated material evidence believed to be those of a U.S. service member.

3.8.2.2 The Contractor shall stabilize artifacts and possible remains recovered from the marine environment ensuring that they remain wet, in an appropriately salinated solution. Unexploded ordnance is not considered material evidence and should be handled in accordance with host nation/local laws while informing DPAA of all related developments.

3.8.2.3 All possible human remains and artifacts shall be stabilized for safe transport, but no unnecessary washing or cleaning, especially with solvents, is allowed. The Contractor shall not undertake any steps to identify any remains using any scientific tools or analytical techniques, including, but not limited to, DNA testing, dental/odontological analysis, reconstruction of remains, or any other methods. It is strictly prohibited for the Contractor to sample the remains or retain specimens of human tissue.

3.8.2.4 The Contractor shall turn over to DPAA or its designee, in a single transfer, all possible human remains and associated material evidence recovered as a result of this contract and will not retain any biological remains, material evidence, or aircraft wreckage. The Contractor shall not allow any remains or material evidence to be destroyed for any purposes. Osseous remains and material evidence should be stored separately, when appropriate, in preparation for handover.

3.8.2.5 The Contractor shall coordinate any involvement of host nation medico-legal personnel with DPAA.

3.8.3 Additional provisions and requirements regarding the handling and transfer of any remains discovered at the site are set out in section 10.5 and its subsections below.

3.9 Recovery Operations: Temporary Pauses and Termination.

3.9.1 The termination of recovery operations will occur when the Contractor has excavated the site NL-00378 to its fullest reasonable archaeological extent with the intent of recovering human remains associated with the crash site and transferred all recovered remains and/or relevant material evidence into the custody of U.S. officials. However, the excavation operations will not exceed 45 days unless otherwise coordinated with and approved by DPAA. If they are unable to agree to a modification, the Contractor shall cease operations in a manner that comports with this contract and in a way that will not harm any subsequent recovery efforts at the site. Terms of reference for determining completeness of recovery are defined in DPAA Laboratory SOP 2.0 last revised on 6 February 2015, a document provided following the award of the contract.

3.9.2 DPAA may make site visits during the operations and will closely monitor DPAA daily Situation Reports (SITREPS) for compliance. Should DPAA determine that excavation operations should

be temporarily suspended because of safety concerns, or because the Contractor is not complying with the pertinent scientific, archaeological, or procedural requirement set forth herein, or as provided in the approved Project Plan, it may require that the Contractor temporarily cease all archaeological operations to include recovery of any possible human remains and material evidence, until DPAA is satisfied the problem is addressed and notifies Contractor that it may recommence its operations.

3.10 Restoration of Site. The Contractor shall provide the planning, action, and documentation required to demonstrate understanding and operational familiarity with archaeological site restoration required by the laws of the Netherlands or other applicable laws or regulations. The Contractor is solely responsible for all restoration requirements, including costs, as dictated by local authorities and personnel. Once established, the Contractor shall provide DPAA with information regarding the agreed upon site compensation per site prior to excavation. In addition, the Contractor shall inform DPAA in writing upon completion of restoration and/or compensation.

3.11 Overall Standard Operating Procedures of Systematic Archaeological Field Excavation and Required Experience and Capabilities. The Contractor must have the necessary experience and personnel to meet the procedural requirements and guidelines that apply to the activities set forth herein.

3.11.1 The Contractor shall submit a Project Plan with its bid proposal that will demonstrate that the Contractor has the requisite:

3.11.1.1 Knowledge of and operational familiarity with the DPAA Laboratory Standard Operational Procedures, Section 2.0, Recovery Scene Processing, (last revised on 3 December 2015). All recovery activity conducted by the Contractor in furtherance of this contract shall be conducted under the requirements set forth by DPAA Laboratory SOP 2.0.

3.11.1.2 Ability and qualified personnel to execute all archaeological operations with the highest of ethical standards befitting of a professional archaeologist. The Contractor is responsible for maintaining the scientific integrity of all archaeological operations to the highest of standards. Failure to comply with applicable standards and guidelines can result in DPAA temporarily/permanently halting operations, as provided in the PWS.

3.11.1.3 Controls in place to minimize the personnel present within the excavation area. Only the minimal number of individuals deemed necessary by the SRE for the excavation operation shall be permitted within the boundaries of the excavation area. Exceptions include applicable Netherlands authorities and medico-legal personnel (when required), DPAA representatives, and any other personnel that DPAA determines to be appropriate to the excavation operation.

3.11.1.4 Knowledge of and operational familiarity with the protection of site integrity and scientific control of underwater archaeological operations to include appropriate diving methods, safety measures and equipment to be used on the project, actions needed to protect the site from unauthorized disturbance for the duration of the excavation. This knowledge and familiarity should specifically apply to systematic underwater archaeological excavation of human remains in the relevant waters off of the Netherlands or in archaeologically equivalent field conditions and environments.

3.11.1.5 Knowledge of and operational familiarity with handling human remains.

Intentional or deliberate disturbance of or disrespect of human remains or material evidence in executing this PWS is unacceptable and will not be authorized or permitted. Any skeletal material and material evidence determined to be those of non-U.S. personnel will be turned over to local authorities, as coordinated through DPAA. Any skeletal material and material evidence subsequently believed to be associated with unaccounted-for U.S. service members will be transferred to DPAA personnel only after local permissions have been secured by DPAA. The Contractor may not retain any skeletal material or material evidence recovered during implementation of this PWS.

3.11.1.6 Demonstrated experience in conducting successful Phase II archaeological testing and Phase III archaeological excavation outside of the United States in compliance with DPAA Laboratory Standard Operational Procedures, Section 2.0, Recovery Scene Processing.

3.11.1.7 Experience in satisfactorily complying with Netherlands laws and regulations that apply to archaeological excavation permits, environmental permits, and handling of human remains and cultural artifacts.

3.11.1.8 The requisite equipment, personnel, other capabilities and needed capacity in place in the Netherlands to commence operations at the site on the start of the period of performance set out in this PWS

3.11.2 Contractor shall submit a report with its Project Plan that documents its ability to satisfy the above listed procedural requirements and guidelines.

3.12 Analysis and Validation Reporting.

3.12.1 Upon completion/closure of excavation activities at site NL-00378, the Contractor shall write, edit, and produce an overall Search and Recovery Report detailing all archaeological recovery activities conducted under this PWS at the end of the contracted field work. This report shall be provided to the DPAA Laboratory within 30 business days after completion of the field work. This report shall include a background of the case, as well as the logical scientific steps already taken to reach this level of activity. This report shall also include a detailed description of the recovery scene and location, a detailed description of the archaeological excavation methods employed, detailed site maps and relevant drawings, feature descriptions, provenience of all encountered possible human remains, material evidence, and archaeological finds, final interpretations, conclusions, and recommendations for future work. All original field notes, plans, drawings, sketches, data, etc. and all photographic and other images shall be submitted to DPAA along with all final reports. All documentation should be in hard copy and digital format except photography which can be digital only. Upon submittal of the draft report, DPAA has 20 business days to review and provide comment on the draft, at the close of which the Contractor will have 20 business days to submit the final Search and Recovery Report.

3.12.2 The Contractor shall prepare any additional reports required by the host nation permitting agency or other relevant host nation authorities within the time period specified by those authorities.

3.12.3 All original field notes, original sketch maps, and documentation collected during the execution of this contract is the property of DPAA and will be turned over to DPAA with the completed Search and Recovery Report. The Contractor may retain copies.

3.12.4 Additional subsequent technical results from geospatial data gathering methods (e.g. side scan sonar) analyzed and obtained from operations covered in this PWS shall be detailed in reports to DPAA. All original raw data collected on this location during the execution of this contract are property of DPAA and will be turned over to DPAA upon completion of the contract.

3.12.5 All field documentation, to include archaeological field notes taken by all Contractor personnel, sketch maps, geospatial data, and photographs created by the Contractor as a result of this PWS are the intellectual property of DPAA.

3.12.6 During the performance of recovery operations, the Contractor shall provide DPAA with daily Situation Reports (SITREPS) using the format found at TAB A. These SITREPS will be submitted by email to the DPAA WOC at [REDACTED]@mail.mil. Scientific information reported in the SITREPS must be authored and/or approved by the P.I. These SITREPS shall, among other required information, certify that the Contractor continues to satisfy the requirements regarding needed supervision and performance by employees with the qualifications and experience required herein, and will provide notification of any changes in Contractor's qualified personnel for DPAA approval. Similarly, the Contractor shall provide DPAA with Spot Reports (e.g., property damage/protestors/etc.) using a format provided by DPAA, upon DPAA's request and within 1 business day of such request.

3.12.7 Reporting significant incidents. Within 24 hours, the Contractor shall notify the DPAA WOC by phone at [REDACTED] or email at [REDACTED]@mail.mil if any serious incidents occur that result from any activities directly associated with the Contractor's performance under this PWS. Such incidents include the following:

3.12.7.1 Serious injury, illness or loss of life.

3.12.7.2 Violation of host nation laws, denial or refusal by the appropriate authorities to issue any needed permits, or any disagreement with national or local officials.

3.12.7.3 Apparent discovery of human remains.

3.12.7.4 Discovery of unexploded ordnance at or near the location(s) where the Contractor is undertaking activities under this PWS.

3.12.7.5 Actual or attempted looting or other serious security situation at or near the location(s) where the Contractor is undertaking activities under this PWS.

3.12.7.6 Any other incident or event, to include equipment failure or serious weather conditions, that could delay the Contractor's operations.

3.12.7.7 As noted in the Termination/Cessation section, DPAA may order all recovery operations to cease at any time, for a period of time determined by DPAA.

3.12.8 During the performance of the recovery operations, the Contractor may be made aware of other sites of interest to DPAA. Commonly, these notifications occur in the form of local

inhabitants/divers approaching the team with information on other sites believed to be associated with U.S. military service members. The Contractor shall obtain contact information from these sources as the occasions arise and forward that information to DPAA.

3.13 Intellectual Property. All Contractor developed processes, procedures, methodologies, mathematical models and other forms of intellectual property developed by the Contractor during the period of performance of this PWS shall be considered U.S. Government property. All photography and documentation, including electronic data and information collected by the Contractor and generated in support of this PWS is also considered U.S. Government property and shall not be released to a third party.

3.14 Protection of Information and Public Affairs Matters.

3.14.1 The Contractor shall not discuss, report, generalize, or detail in any way, shape, or form the recovered materials, to include material evidence and possible human remains, with any entity outside of the Contractor's team or DPAA personnel without prior coordination with and approval by DPAA. Exceptions include local medico-legal personnel and governmental officials germane to the recovery operations. The Contractor shall not post any photographs of the survey or excavation operations and evidence recovered or disseminate/report survey or excavation operation details on social media sites. Any external requests to the Contractor for information (e.g., by media outlets) shall be submitted to the DPAA PAO prior to release of information. No information shall be released without the written consent of the DPAA PAO.

3.14.2 The Contractor's access to information protected under the Privacy Act is required under this PWS. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with U.S. law, Government policy, and regulation. If, while performing any activities pursuant to this PWS, the Contractor receives or finds any information protected under the Privacy Act or which is personally identifiable information, the Contractor and its employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with U.S. law, Government policy, and regulation.

3.14.3 Photography of the site by the Contractor is authorized only for purposes of archaeological documentation, scientific decision making, and report writing. The Contractor shall not allow photography of any possible human remains or identification media recovered at any time except as required for these purposes, and shall only release any such photography to DPAA.

3.14.4 The Contractor shall not discuss, report, generalize, or detail in any way, shape, or form the recovered materials (to include material evidence and possible human remains) to any entity outside of the Contractor's team other than DPAA, to include, but not limited to, the next of kin of any of the possible missing U.S. military personnel, unless specifically authorized in writing by DPAA. DPAA will notify the Contractor if and when the Contractor may be authorized to release names of the missing U.S. military service members.

3.15 Discovery of Possible Ordnance on Site. Unexploded ordnance (UXO) is not considered material evidence. The Contractor shall address operating procedures in the event UXO are found on site. All encounters of UXO on site shall be reported to appropriate local authorities and notification sent to the

DPAA WOC by phone at [REDACTED] or email at [REDACTED]@mail.mil detailing the impact on the recovery operation and actions taken.

4.0 DELIVERABLES. The Contractor shall provide the following deliverables:

PARA:	GENERAL DELIVERABLES:	DUE DATES:	ELECTRONIC DELIVERY:
N/A	Plan of Action and Milestones (POAM)	Three weeks following contract award	Yes
3.5	Project plan requiring DPAA approval addressing: human remains; archaeological land restoration; and protection from environmental factors, etc., including requirements to conduct exploratory archaeological verification of the burial sites, and other requirements as set forth herein	Submit with Contractor's price proposal. Must be approved before commencing field operations	Yes
3.12	Analysis and Reporting, including daily situation reports, initial excavation summary report, and comprehensive final archaeological search and recovery report	Prior to commencing operations, during the period of performance, and within previously-noted periods after completion of field work, or as otherwise required	Yes

5.0 PERIOD OF PERFORMANCE. DPAA defers to the Contractor and the permitting authorities, but advises that the period of performance shall be no longer than 365 days (1 year) from contract award, or until the re-investigation/archeologically remapping of the site and human remains recovery mission are complete and reports are filed.

6.0 PLACES OF PERFORMANCE. Offshore Domburg, Netherlands.

7.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI). Contractor is not authorized to operate or use Government furnished tools or equipment except to the extent that such use is deemed by DPAA to be in the best interests of the U.S. Government.

8.0 SECURITY REQUIREMENTS. Not Applicable.

9.0 SPECIAL CONSIDERATIONS.

9.1 The Contractor is responsible for ensuring work is completed in a safe and professional manner.

9.2 DPAA is not responsible for security or theft of Contractor property.

9.3 At no time shall the Contractor personnel identify or represent themselves as employees of the DPAA or the U.S. government for any reason or purpose.

9.4 The Contractor is responsible for any and all liability or damages arising from its activities under this PWS, and will hold DPAA harmless regarding any liability incurred by the Contractor in fulfilling this PWS.

9.5 The Contractor must not undertake any steps to identify any possible human remains using any scientific tools or analytical techniques, including, but not limited to DNA testing, dental/odontological analysis, reconstruction of remains, or any other methods; and the Contractor shall not retain any possible human remains or material evidence, in whole or in part, for any purpose.

9.5.1. Any recovered osseous remains and material evidence should be stored separately, when appropriate, in preparation for handover to designated U.S. authorities.

9.5.2. Field Forensic Review (FFR) procedures. Upon the direction of DPAA regarding the date and location, the Contractor must turn over and possible human remains and associated material evidence resulting from its performance of this contract so as to facilitate compliance with DPAA Laboratory Manual SOP 2.2: Forensic Review. If DPAA determines that a Field Forensic Review (FFR) is needed, it will notify the contractor. If DPAA determines that a Joint Forensic Review (JFR) will be conducted with participation by appropriate Netherlands organizations, it will so notify the Contractor. Pertinent requirements for a JFR are also set forth in Laboratory Manual SOP 2.0, beginning at section 2.2.2.

9.5.2.1. Evidence selected at an FFR or JFR for transport should be ready to be placed in containers, sealed, authenticated and accompanied by a chain of custody form in accordance with DPAA Laboratory Manual, SOP 1.3 (Evidence Management & Security); however, host nation officials may retain custody of evidence examined at the FFR (e.g., if selected for further analysis). The Contractor shall notify DPAA as to the number of containers that will be needed for DPAA to transport the remains and material evidence no later than ten (10) calendar days before the turnover date. The Contractor shall coordinate with DPAA to ensure it has the needed documentation for the turnover is prepared by the Contractor in advance of the turnover date. The Contractor must ensure that its personnel are fully prepared and available to perform the needed turn-over steps with DPAA.

9.6 Any subcontracted entities or individuals are equally bound by all of the provisions outlined in this PWS.

10.0 TYPE OF CONTRACT: This is a Firm-Fixed-Price contract.

11.0 CORRESPONDENCE IN ENGLISH: All correspondence will be in English.

12. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

Personal Injury, Property Loss or Damage (Liability):

The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

Amount of Insurance:

The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts for general liability:

Bodily Injury, On or Off the Site (in US Dollars)		
Per Occurrence		
Cumulative	\$	
Property Damage, On or Off the Site (in US Dollars)		
Per Occurrence	\$	
Cumulative	\$	

The types and amounts of insurance listed above are the minimums required. The Contractor shall obtain any other types of insurance required by Honduran law. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- a) Any property of the Contractor;
- b) Its officers,
- c) Agents,
- d) Servants,
- e) Employees, or
- f) Any other person, arising from, and incidental to, the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

DEFENSE BASE ACT (DBA) INSURANCE:

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts over US\$ [REDACTED]. Only the countries listed currently on the Department of Labor's (DOL) Active DBA Waivers are not required to have DBA insurance for Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. (See website for country waivers: <https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>).

The waiver is only valid if alternative worker's compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local worker's compensation laws, the waiver has no effect and HCN and TCN (if applicable by local law) working under a U. S. contract shall be included and covered under the DBA.

The DBA insurance may be obtained from any authorized DBA insurance broker, see Sub-Section I.14, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984). New DBA insurances policies can be purchased directly from any DOL approved insurance carrier. A list of DOL approved carriers may be found at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>

The Contractor will be reimbursed for DBA only to the extent the contractor provides documentary proof that DBA has been paid. DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract. The Contractor will be required to provide evidence of insurance (certification of coverage and a paid invoice) within 15 calendar days from the date of award.

13. CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

14. LAWS AND REGULATIONS

14.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

14.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

15. SAFETY

15.1 Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

16. CONTRACT ADMINISTRATIVE DATA

a. **Authority of the Contracting Officer** - All work shall be performed under the general

direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual, such as the COR.

b. Government Personnel

Contracting Officer:

[REDACTED]

Contract Administrator:

[REDACTED], email: [REDACTED]@state.gov

Contracting Officer's Representative (COR):

[REDACTED], email:

[REDACTED]@mail.mil

Exhibits

Exhibit A

CFR 1998 Title 36 Volume 1 Part 61 Appendix A

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SECTION 2 - CONTRACT CLAUSES

THE FOLLOWING CLAUSES ARE PROVIDED IN FULL TEXT:

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay; setting forth the full particulars in connection therewith, shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory

infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.--*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a de- fault termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - - COMMERCIAL ITEMS (AUG 2018)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or

Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (10) [Reserved]

 (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 (ii) Alternate I (Nov 2011) of 52.219-3.

 (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (ii) Alternate I (Jan 2011) of 52.219-4.

 (13) [Reserved]

 (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

 (ii) Alternate I (Nov 2011).

 (iii) Alternate II (Nov 2011).

 (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

 (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

 (ii) Alternate I (Nov 2016) of 52.219-9.

 (iii) Alternate II (Nov 2016) of 52.219-9.

 (iv) Alternate III (Nov 2016) of 52.219-9.

 (v) Alternate IV (Aug 2018) of 52.219-9.

- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- _X_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- _X_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- _X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

 (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

 (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

 (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

 (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

 (ii) Alternate I (Oct 2015) of 52.223-13.

 (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-14.

 (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-16.

 X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

 (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- _X_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

X (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

Clause	Title
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-12	Unique Entity Identifier Maintenance (Oct 2016)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)
52.227-14	Rights in Data --General (May 2014)
52.228-5	Insurance - Work on a Government Installation (Jan 1997)
52.229-6	Taxes - Foreign Fixed-Price Contracts (Feb 2013)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contract sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See *www.sam.gov* for the designated entity for establishing unique entity identifiers.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"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.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"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

(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 bond- age, or slavery.

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

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents 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;

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

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and

who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees 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, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) 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 until the Contractor has taken appropriate remedial action;

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

(5) Declining to exercise available options under the contract;

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

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

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

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

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

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$ [REDACTED]

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the

number of non- United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$ [REDACTED]

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause. (End of clause)

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
POLICY AND PROCEDURES (FEB 2015)**

a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

**652.225-71 SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS
AMENDED (AUG 1999)**

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden compliance with the boycott, and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or

organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the below address (designated payment office only for the purpose of submitting invoices)

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e) The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for

payment. Original invoices shall be addressed to:

U.S. Embassy The Hague
Attn: G S O
Contract No. 19GE50-18-C-xxxx
[REDACTED] Pk 1,
The Hague
2244BZ Wassenaar
The Netherlands

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price scheduled maintenance fee and the value of labor and materials completed.

The contract number (to be provided with contract award) is to be included on the invoice.

Copies of all invoices shall be submitted to the Contracting Office via email

[REDACTED]@state.gov

(c) Contractor Remittance Address. The Government will make payment to the contractor's

**Underwater Excavation of Domburg Site [B-24H]
U.S. Embassy The Hague, The Netherlands**

Contract No. 19GE50-18-C-0066

address stated on the cover page of this contract, unless a separate remittance address is shown below:

The remainder of this page is left intentionally blank

**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(FEB 2015)**

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a

reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is Lt Col. Raymond B. Abarca (End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

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

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at

least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War

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

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
(End of Clause)

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (OCT 2012)

1. On contracts exceeding \$ [REDACTED] where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.
2. Recruitment Plan
 - a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
 - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
 - c. [REDACTED]
 - d. Provide a sample recruitment agreement in English.

- e. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
 - f. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
 - g. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
 - h. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
 - i. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
- a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors 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 to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.
 - b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be

provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

j. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.

5. On contracts or subcontracts for other than commercially available off the shelf items, Offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities

described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

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Ems-Dollard
B-17F #42-30049 / MACR 16349

CIRCUMSTANCES OF LOSS: On 25 June 1943, American B-17F #42-30049, nicknamed *Miss Deal*, was shot down and broke apart over the Dollard. The plane broke into two, perhaps three discrete pieces, and now assessed to rest buried beneath an undetermined amount of mud. German forces captured six of the crewmembers; two of the crewmembers were recovered KIA; and two remain MIA, presumably within the crashed aircraft. (See Figure 1.)

FIELD WORK TO DATE: A remote sensing and diving operation took place in April/May 2017. Portions of the Maanplaat and Groote Gat were surveyed with a magnetometer and sub-bottom profiler, and divers found limited material evidence of a US aircraft in the Groote Gat. The location of the main wreck site / fuselage has not been conclusively determined. (See Figure 2.)

NEXT STEPS:

PHASE 1 - Continue scientific survey of the Dollard in an expanded area in an attempt to locate the fuselage portion of this B-17. This site survey should include side scan sonar of the Groote Gat, and remote-sensing survey technologies and methodologies over portions of the Herringsplaat. See figure 3.

PHASE 2 – If investigative activities can generate sufficient confidence to justify a recovery operation, an excavation of the wreck site would be required to recover possible human remains of the two MIAs. Depending on the location (within the relatively deep Groote Gat, or otherwise under one of the mud flats) this may require an exceptional effort to operate heavy machinery in a wet/dry environment.

LOCATION: See Figure 3.

ENVIRONMENTAL CONSIDERATIONS: The Dollard experiences extreme tidal fluctuations up to four times per 24-hour period, with greatly varying depth changes (+/- 2 to 4 meters in the main channel and +/- 0-1.5 meters atop the mud flat). Visibility in the water is nil, and the flats (Maanplaat/Herringsplaat) consist of very dense mud which varies from “quick sand”-like consistency to hard-packed “sand” when exposed at low tide. Operations are generally restricted yearly from May-October for ecological reasons.

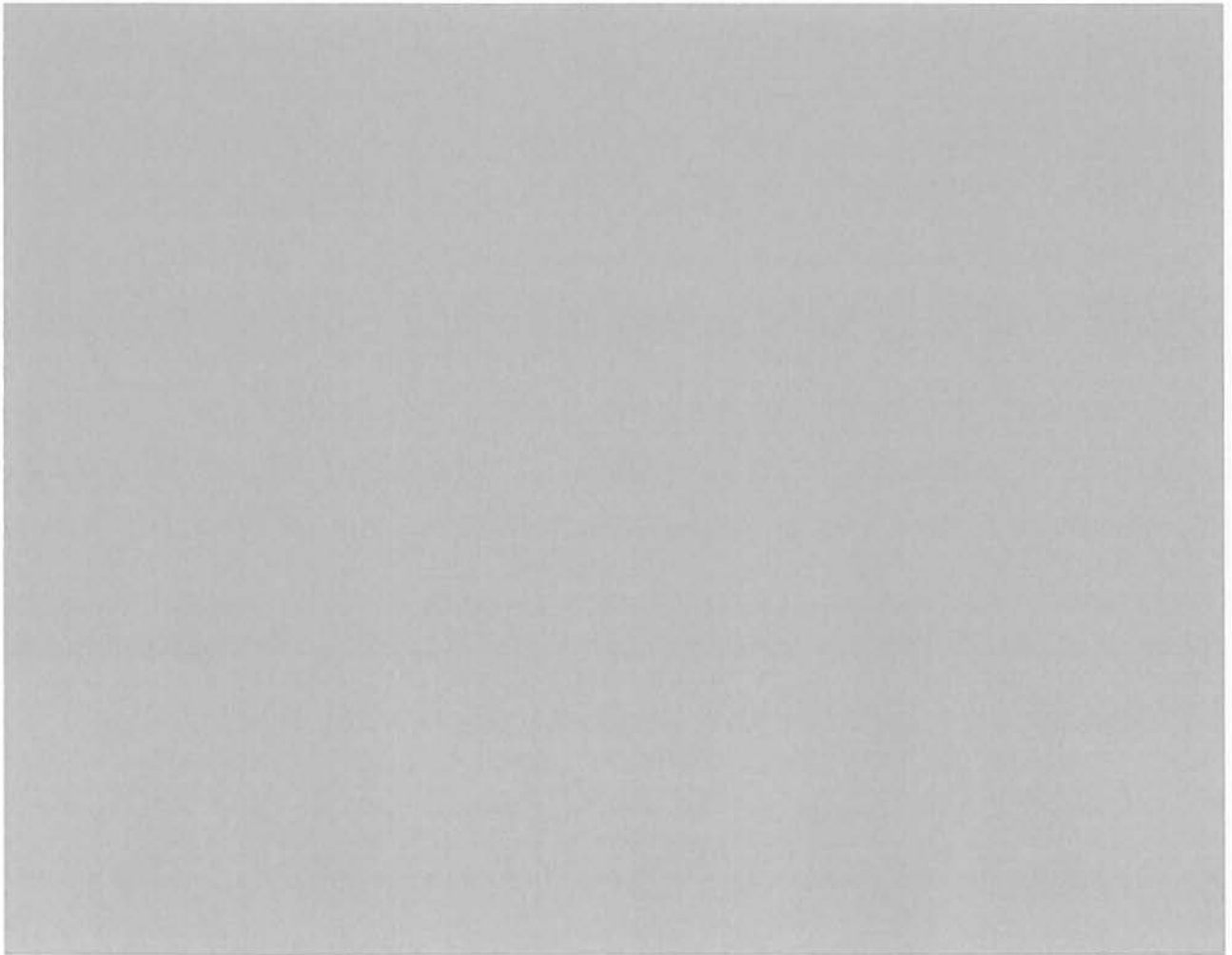


Figure 1. Sketch of area derived from witness statements in 1948.

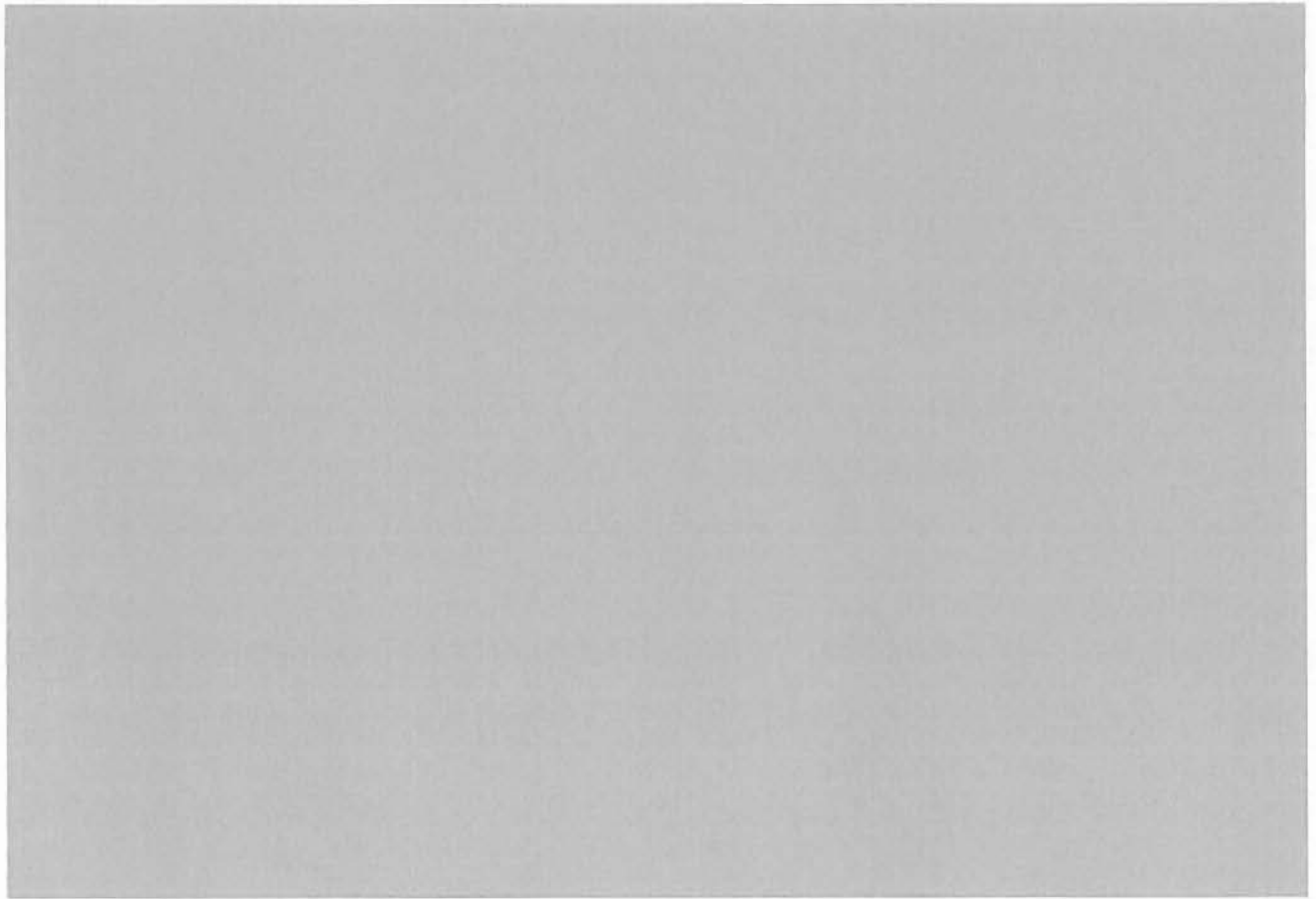


Figure 2. 2017 Survey Area.

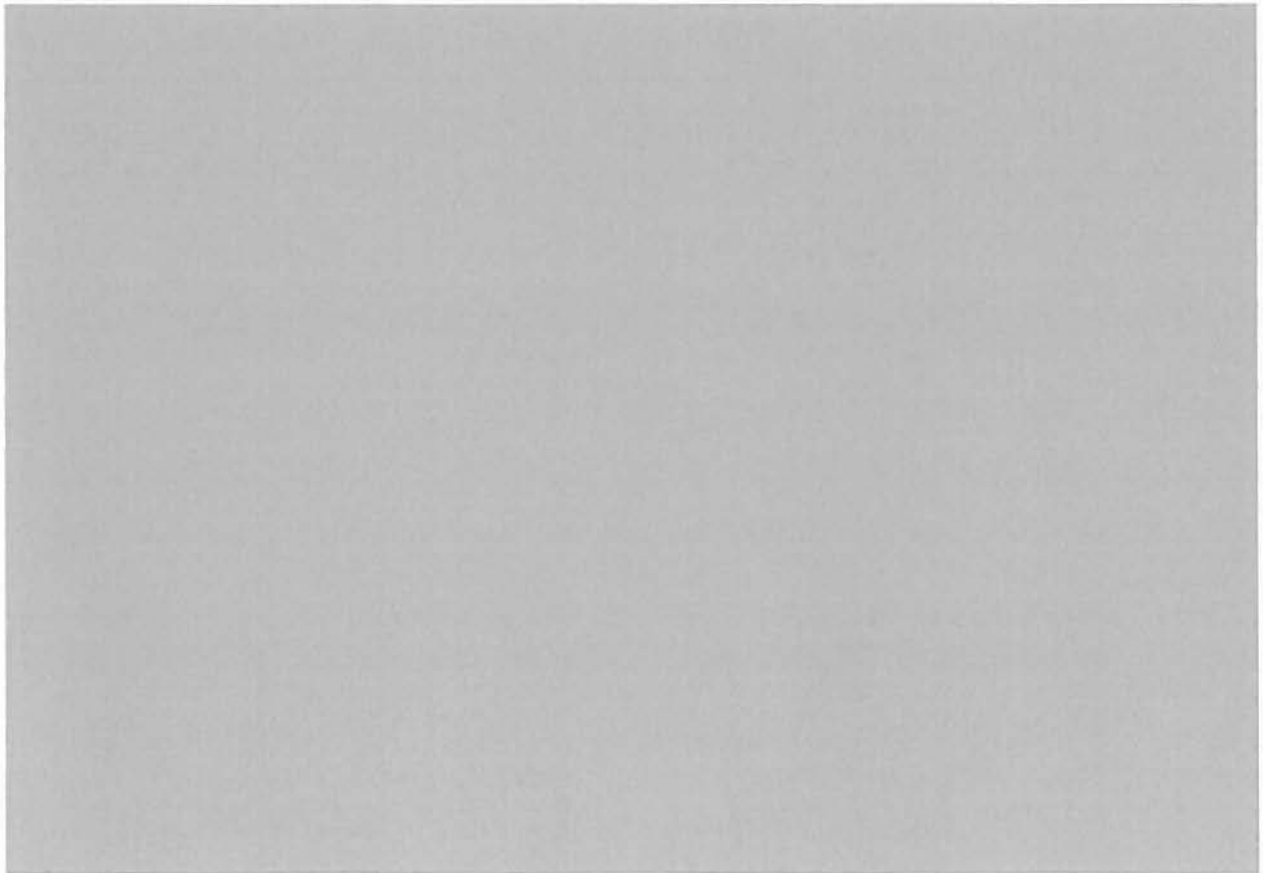


Figure 3. Proposed Site Survey Areas - 2018.

Magnetometer&gradiometer

Beschrijving onderzoekstechniek

Met de magnetometer en gradiometer kunnen vanaf het maaiveld ijzerhoudende objecten en structuren worden opgespoord op een niet destructieve wijze. Deze geofysische techniek wordt in Nederland met name ingezet voor het opsporen van metalen objecten, zoals explosieven in onverstoorde buitenstedelijke gebieden.

De magnetometer is gevoelig voor versturende magnetische invloeden uit de omgeving, veroorzaakt door bijvoorbeeld hoogspanningsmasten, bovenleidingen en metalen objecten. Hierdoor zijn de metingen in de nabijheid van dergelijke verstoringen vaak niet bruikbaar. Ferromagnetische materialen (ijzer, staal) kunnen afhankelijk van de locatiespecifieke omstandigheden tot een diepte van meer dan zes meter worden opgespoord. Non-ferro materialen zoals koper en aluminium worden niet geregistreerd.

De gradiometer is een magnetometer waarbij de verandering van het aanwezige magnetisch veld (de gradiënt van het veld) wordt gemeten. Hierdoor neemt de meetnauwkeurigheid toe en de gevoeligheid voor regionale veranderingen van het aardmagnetisch veld af in vergelijking met een magnetometer.

Beide meetsystemen kunnen ook op het water worden ingezet.

Meetprincipe

De magnetometer en de gradiometer meten het aanwezige aardmagnetisch veld. Dit veld bestaat uit het aardmagnetisch veld (ook wel main field genoemd) dat langzaam varieert en variaties veroorzaakt door lokale afwijkingen zoals ertsvoorkomens of ferro-houdende voorwerpen.

Door deze lokale afwijking van het totale magnetische veld te meten, kan de locatie van ferromagnetische objecten en lagen bepaald worden. De grootte van de gemeten afwijking is proportioneel aan de hoeveelheid ferromagnetisch materiaal in de ondergrond.

Beschrijving data analyse

Na afloop van het veldwerk zijn de data geanalyseerd. Hierbij is gebruik gemaakt van het software pakket EVA2000.

De aanwezigheid van een ijzerhoudend metalen object veroorzaakt in het algemeen een sinusvormige verstoring in de gradiometer gegevens. De amplitude (maximale en minimale meetwaarde) en periode (lengte) van deze sinusvorm hangt af van de grootte, massa, oriëntatie en de magnetische eigenschappen van een ijzerhoudend metalen object en de afstand tussen meetsonde en object.

Ter detectie van metallische objecten worden de piekwaarden in geregistreeerde data geanalyseerd op horizontale- en diepteligging, indicatieve dimensies en ijzerhoudende massa van het metalen object. Lijnvormige objecten (zoals kabels en/of leidingen), metalen objecten aanwezig op het maaiveld en metalen objecten die niet (kunnen) voldoen aan het onderzoeksdoel worden door middel van deze werkwijze bijvoorbeeld niet als verdacht gekenmerkt. De metalen objecten die niet als verdacht worden gekenmerkt kunnen evenwel zo'n mate van verstoring opleveren dat er van de ondergrond niet te zeggen is, of er wel of geen verdacht object onder aanwezig kan zijn.

EM-61 Metaaldetector

Beschrijving onderzoekstechniek

De EM-61 Metaaldetector is een elektromagnetische inductietechniek die wordt ingezet om vanaf het maaiveld de bovenste meters van de ondergrond snel en met grote nauwkeurigheid te onderzoeken op de aanwezigheid van metalen (elektrisch geleidende) voorwerpen op een niet-destructieve wijze. Met deze geofysische techniek kan veelal een indicatie van de diepteligging en de dimensies van de aanwezige metalen objecten worden verkregen. In vergelijking met andere meettechnieken (bijvoorbeeld de magnetometer) is de EM-61 Metaaldetector (EM-61) veel ongevoeliger voor verstorende omgevingsinvloeden. Het dieptebereik van de EM-61 Metaaldetector bedraagt maximaal 4.0 meter.

De EM-61 kan ook onder water worden gebruikt. Hiertoe is een speciale spoel ontwikkeld voor het gebruik onder water. Tevens bestaat er een handzaam systeem (EM-61 Hand-Held), dat wordt ingezet indien aanwezige obstakels (bomen) het onmogelijk maken om te meten met het standaard systeem. Voor zowel de onderwater spoel als hand-held systeem geldt dat geen indicatie van de diepteligging kan worden gegenereerd als gevolg van systeemconfiguratie.

Meetprincipe

De EM-61 zender genereert 150 elektromagnetische pulsen per seconde en meet tussen de pulsen de respons van de ondergrond. Door iedere puls wordt een EM-veld geïnduceerd in de ondergrond. In geleidende voorwerpen is dit geïnduceerde EM-veld groter en van langer duur dan in het minder geleidende omringende bodemmateriaal. De EM-61 ontvanger wacht tot het aardsignaal is afgenomen en meet in de twee ontvangstspoelen vervolgens de langere respons van het metalen voorwerp.

Beschrijving data analyse

Na afloop van het veldwerk zijn de data geanalyseerd. Hierbij is gebruik gemaakt van de software pakketten Oasis Montaj versie 6.2 en Geonics Dat61MK2 versie 2.30.

De EM-61 Metaaldetector reageert op metalen objecten middels hogere meetwaarden. Deze hogere meetwaarden worden veroorzaakt door het verhoogde elektromagnetisch veld afkomstig van metalen objecten aanwezig in de ondergrond op de onderzoekslocatie. Ter detectie van metallische objecten worden de piekwaarden in geregistreerde data geanalyseerd op horizontale- en diepteligging, indicatieve dimensies van het metalen object en signaalsterkte. Lijnvormige objecten (zoals kabels en/of leidingen) en metalen objecten aanwezig op het maaiveld worden door middel van deze werkwijze bijvoorbeeld niet als verdacht gekenmerkt.

Bijlage 3 toont ter illustratie een EM-61 contourkaart van een gedeelte van de locatie. De rode waarden representeren een hoge geleidbaarheid die duidt op een metalen object op of onder het maaiveld. Een aantal verhoogde waarden worden toegeschreven aan metalen objecten die onder het maaiveld aanwezig zijn, waarvan niet kan worden uitgesloten dat het explosieven zijn.

Side Scan Sonar

Beschrijving onderzoekstechniek

De Side Scan Sonar is een zeer geschikte techniek voor het in kaart brengen van obstakels op en in een waterbodem. De methode is gebaseerd op de sonar techniek. De Side Scan Sonar zendt een akoestische puls uit. Hiervoor zijn verschillende frequenties beschikbaar. Hogere frequenties geven een betere resolutie maar hebben een lager dieptebereik. Lagere frequenties geven een mindere resolutie maar hebben een groter dieptebereik.

De akoestische puls wordt gereflecteerd op materiaalovergangen. Afhankelijk van het soort materiaal wordt meer of minder energie gereflecteerd. Aan de hand van de tijdstippen waarop de gereflecteerde pulsen weer terugkeren bij de Side Scan Sonar wordt de afstand tot de materiaalovergang bepaald. Op deze wijze kunnen obstakels die boven de waterbodem uitsteken in kaart worden gebracht.

Beschrijving data analyse

De door de ontvanger van de Side Scan Sonar geregistreerde gereflecteerde akoestische pulsen worden weergegeven op tijdstip van binnenkomst. Obstakels die boven de waterbodem uitsteken creëren een schaduw in de dataplot van de Side Scan Sonar. Aan de hand van deze schaduw is het mogelijk de dimensie van het obstakel te bepalen.