

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> NONE	<b>Page</b> 1	<b>of</b> 69	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-12-R-0198		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2013FEB14	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HDCD WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>				
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

**NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.**

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 08:00am (hour) local time 2013MAR18 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information</b>	<b>A. Name</b> RACHEL SERRA	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> RACHEL.L.SERRA@US.ARMY.MIL
<b>Call:</b>		<b>Area Code</b> (586)	<b>Number</b> 282-7272	<b>Ext.</b>

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
<b>Area Code</b>   <b>Number</b>   <b>Ext.</b>	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 69**

PIIN/SIIN W56HZV-12-R-0198

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Weapon System: No Identified Army Weapons Systems

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	DEC/2012

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12R0198](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0198)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0198 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 69
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**Name of Offeror or Contractor:**

[End of provision]

This Solicitation W56HZV-12-R-0198, for the Mobile Parts Hospital, issued as sole source, will result in a one base year and a one year option in a Firm Fixed Price - Level of Effort (LOE) and cost type contract. The period of performance is as follows:

Base Year: 23 March 2013-22 March 2013

Option Year I: 23 March 2014- 22 March 2015

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-12-R-0198 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	MOBILE PARTS HOSPITAL													
0001AA	<p>LABOR _____</p> <p>CLIN CONTRACT TYPE:                      Fixed Price Level of Effort                      GENERIC NAME DESCRIPTION: MOBILE PARTS HOSPITAL                      PRON: EH3M0029EH PRON AMD: 01</p> <p>A lot is equivalent to 57,512 hours. Contractor shall reference Performance Work Statement (PWS), 1.6.9 and 1.6.9.1 for Labor information in Section C.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>22-MAR-2014</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	22-MAR-2014	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	22-MAR-2014												
0002	MOBILE PARTS HOSPITAL													
0002AA	<p>MATERIAL _____</p> <p>CLIN CONTRACT TYPE:                      Cost Contract                      GENERIC NAME DESCRIPTION: MOBILE PARTS HOSPITAL                      PRON: EH3M0029EH PRON AMD: 01</p> <p>Contractor shall reference Performance Work Statement (PWS), 1.6.8 for Material information in Section C. This is a Not to Exceed (NTE)Contract Line Item Number (CLIN).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____									





Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
1002	MATERIAL													
1002AA	<p><u>MATERIAL</u></p> <p>Contractor shall reference Performance Work Statement (PWS), 1.6.8 for Material information for the option in Section C. This is a Not to Exceed (NTE) Contract line Item Number (CLIN).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>22-MAR-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	22-MAR-2015	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	22-MAR-2015												
1003	TRAVEL													
1003AA	<p><u>TRAVEL</u></p> <p>Contractor shall reference Performance Work Statement (PWS), 1.6.7 for Travel information for the option in Section C. This is a Not to Exceed (NTE) Contract line Item Number (CLIN).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>22-MAR-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	22-MAR-2015	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	22-MAR-2015												

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## PERFORMANCE WORK STATEMENT (PWS)

## MOBILE PARTS HOSPITAL (MPH)

## PART 1

## General Information

1. GENERAL: This is a non-personal services contract to provide materials, labor, and travel for the Mobile Parts Hospital (MPH) Program. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Scope: Each military operation will evolve differently depending upon mission and the combatant commanders guidance. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer. This PWS includes requirements for contractor logistics and manufacturing support of the MPH Program. The MPH program currently has six deployed units in Southwest Asia (SWA) with potential for additional units to be placed in Continental United States (CONUS) and Outside the Continental United States (OCONUS) locations. The contractor shall staff and manage the MPH units with qualified machinists and CNC operators.

As a minimum, the contractor staffing shall include a Field Service Representative (FSR) in SWA to provide supervision, operational support, maintenance management, and training to six MPH units. Each contractor manned site will have a minimum of one site coordinator and two machinists. However, the FSR is responsible for coordinating and training the personnel for the Government manned locations.

1.2 Description of Services/Introduction: The contractor shall provide all the necessary personnel, equipment, tools, materials, supervision and other items and services necessary to maintain and support United States (US) Army contingency operations/weapon systems for the MPH, whether overseas or CONUS, during US Army operations as defined in this Performance Work Statement (PWS) except as for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract. Each MPH system in SWA consist of the following components and description:

- Lathe Manufacturing Machine (LMM): This module consists of a MAZAK Integrex 5 Axis Computer Numerical Controlled (CNC) Machine
- Manual Mill and Lathe Container (MMLC)
- Material Storage Container (MSC) with Steel Storage Racks (SSR)
- Flat Rack Generator Set (FRGS)

1.3 Background: The MPH has evolved from a concept into a proven, combat multiplier that provides the manufacturing solution at the point of need to assure Soldier readiness. Long lead times in procuring replacement parts have reduced equipment readiness rates. Due to the current Operations TEMPO (OPTEMPO), the "inventory system" is unable to respond immediately to Soldier requirements. The MPH, a project managed by the Tools Group directorate under the Tank-Automotive and Armaments Command (TACOM), Integrated Logistics Support Center (ILSC), exists to offset this imbalance by producing spare parts near the point of need and reducing the time invested in the part procurement process. Soldiers no longer have to wait weeks or even months for repair parts needed in the field. The MPH is strategically located in theatre to provide the right part, at the right time, in the right quantity to assure mission success. In fact, the MPH is able to respond within hours to a request for manufactured items. This rapid manufacturing system is consistent with the Armys strategy to; provide the infrastructure and support to enable the force to fulfill its strategic roles and missions. The MPH is a self-contained, self-sustaining mobile manufacturing system that efficiently fabricates standard and unique parts at or near the point of need to enhance Soldier readiness. The MPH system has a proven record of accomplishment in Kuwait (Camp Arifjan - Operational October 2003 to March 2012 when the Arifjan MPH was moved to Camp Buehring where it is still in operation; MRAP MSF Operational October 2009), Iraq (Camp Anaconda - Operational April 2005 to September 2011 when the Iraq MPH was moved to Sharana, Afghanistan in October 2011) Bagram Air Force Base - Operational July 2005), Afghanistan (Camp Kandahar Operational August 2009; Camp Leatherneck Operational October 2011. The MPH manufacturing system provides the commanders in theater a capability to produce parts resulting in improved readiness and reduced down time.

1.4 Objectives: The contractor shall facilitate the production of parts critical to US and coalition forces by the customer required due date. Contractors ability to participate in weekly teleconferences with MPH Project Office and deployed MPH units will be assessed. Contractors ability to respond to requests for purchase and installation of Program Manager (PM) requested equipment and software improvement(s) to equipment for SWA will also be assessed. This may entail major equipment upgrades and changes to the current MPH configuration. The contractor utilizing the sum of their experience with the MPH shall use forward thinking to enhance the performance envelope of the existing systems as deemed necessary by the Army and as approved by the government contracting officer. This would include recommending changes to the program office through the coordination of engineering staff to enhance the safety, accountability, and design change of current parts being produced. Contractor shall make recommendations in the development of and implementation of manufacturing risk assessment protocols and cost efficiency measures. Contractor shall monitor request for manufactured parts to ensure procedures are in place and are utilized to confirm and reinforce proper ordering through the army supply system to safeguard against circumventing the supply system. Contractor shall work with supply commands to monitor parts being ordered against the availability of same parts within the supply system.

1.5 Period of Performance: The period of performance shall be for one Base Year of 12 months and one 12-month option years. The Period of Performance is as follows:

**Name of Offeror or Contractor:**

Base Year: 23 March 2013 to 22 March 2014

Option Year I: 23 March 2014 to 22 March 2015

1.6 General Information

1.6.1 Quality Assurance: The Government shall evaluate the contracts performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.2 Hours of Operation:

CONUS: The contractor is responsible for conducting business, between the core hours of 0730 and 1430 EST Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closing. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

OCONUS: The contractor is responsible for conducting business twelve hours a day, seven days a week except when notified by local area support commanders. The contractor is responsible for conducting business, between the core hours of 0600 and 1800. If changed the contractor shall contact the COR.

1.6.3 Place of Performance: The work to be performed under this contract will be performed in SWA at any or all of the six MPH units located in:

- Camp Buehring, Kuwait
- MRAP RESET Facility, Shuaiba Industrial Area, Kuwait
- Bagram Air Force Base, Afghanistan
- Sharana, Afghanistan
- Camp Leatherneck, Afghanistan
- Camp Kandahar, Afghanistan

The Kuwait locations (Camp Buehring and MRAP RESET Facility, Shuaiba Industrial Area) and Afghanistan (Camp Leatherneck) will NOT be staffed by contractor at this time.

The contractor should be prepared to mobilize to different location as mission requirements develop.

1.6.4 Type of Contract: The Government is contemplating awarding a combination of a Firm Fixed Price Level of Effort for labor and a cost type contract with a no fee/profit basis for materials and travel. All cost-type CLINs shall be set as not to exceed.

1.6.5 Security Requirements: Newly assigned Contractor personnel performing work under this contract must have a favorable National Agency Check with Inquiries (NACI) prior to deployment and must maintain the level of security required for the life of the contract.

1.6.6 Post Award Conference/ Periodic Progress Meetings: Thirty days after contract award, the Contractors Program Manager agrees to participate in a post award teleconference or video-teleconference (VTC) with the COR convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, COR, and other Government personnel, confer via telephone or VTC quarterly with the contractor to review the contractors performance. At these electronic meetings, the contracting officer will apprise the contractor of how the Government views the contractors performance and the contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.7 Contractor Travel: The contractors Program Manager, Field Service Representative, Logistics Manager, Windchill Administrator, Procurement Analyst and Manufacturing Liaison shall travel to CONUS and OCONUS locations during the performance of this contract to attend meetings, conferences, or training and perform PWS requirements. The Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of cost clause specified in the Contract. FAR 31.205-46 limits the allowability of airfare cost to the lowest customary standard, coach, or equivalent airfare offered during normal business hours. All travel requires COR approval and authorization prior to travel occurring. Prior to any travel being booked, the Contractor shall notify the COR in writing of all estimated travel costs associated with a trip, itemized by airfare, per diem, lodging, and other related travel costs. The COR will approve or disapprove any travel (to include estimated costs) within five days of notification.

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Personnel in OCONUS locations shall be entitled to one rest and recuperation (R&R) trip IAW the JTR found at: [http://www.defensetravel.dod.mil/site/travel\\_reg.cfm](http://www.defensetravel.dod.mil/site/travel_reg.cfm). Per diem, meal tickets, and reimbursement for meals and lodging are not authorized for R&R travel while en route to and from or while at the R&R leave location. The Government will only reimburse for airfare cost (not to exceed \$2,000 (US Dollars/trip)).

1.6.8 Material: The contractor shall provide new equipment and material (i.e. module support, repair parts, etc) for the performance of the MPH Program OCONUS and should not exceed the ceiling dollar amounts. Materials as used for this Statement of Work means contractor-purchased Direct Materials and Supplies which are used or consumed in the performance of the PWS tasks. In accordance with CDRL A009, the contractor shall submit the Consumables list to COR for evaluation and approval prior to purchases. Costs for these items will be billed under the material CLIN.

1.6.9 Labor: The total contract amount for this contract, including options, shall not exceed \$11.5 million.

**Level of Effort Labor Hours:**

Base Year	57,512 hours
Option Year 1	44,408 hours

1.6.9.1 The forecasted labor hours available under this contract for the base year is 57,512 hours. The break out is as follows:

Administrative Assistant (CONUS)	1040 hours
Field Service Representative I (OCONUS - Afghanistan)	4368 hours
Field Service Representative II (OCONUS - Kuwait)	4368 hours
IT System Engineer (CONUS)	104 hours
Logistics Manger (CONUS)	2080 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
Manufacturing Liaison (CONUS)	1040 hours
Procurement Analyst (CONUS)	2080 hours
Program Manager (CONUS)	1040 hours
One (1) Site Coordinator (OCONUS)	4368 hours
One (1) Site Coordinator (OCONUS)	4368 hours
One (1) Site Coordinator (OCONUS)	4368 hours
Windchill Administrator (CONUS)	2080 hours

1.6.9.2 Option Period: The forecasted number of labors hours available under this contract for option year one are 44,408 hours each. The break out is as follows:

Administrative Assistant (CONUS)	1040 hours
Field Service Representative I (OCONUS - Afghanistan)	4368 hours
Field Service Representative II (OCONUS - Kuwait)	4368 hours
IT System Engineer (CONUS)	104 hours
Logistics Manger (CONUS)	2080 hours
One (1) Machinist (OCONUS)	4368 hours
One (1) Machinist (OCONUS)	4368 hours
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Manufacturing Liaison (CONUS)	1040 hours
Procurement Analyst (CONUS)	2080 hours
Program Manager (CONUS)	1040 hours
One (1) Site Coordinator (OCONUS)	4368 hours
One (1) Site Coordinator (OCONUS)	4368 hours
Windchill Administrator (CONUS)	2080 hours

1.6.10 Deployment Process:

1.6.10.1 Contractor personnel deploying to SWA shall comply with all Individual Replacement Deployment Operation (IRDO) requirements through the following website:

<http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperationsIRDO/tabid/1101/Default.aspx>

**Name of Offeror or Contractor:**

1.6.10.2 The Contractor shall coordinate all IRDO enrollments with the COR.

1.6.10.3 A CAC will be issued to Contractor personnel at the IRDO or at the nearest Real-time Automated Personnel Identification System (RAPIDS) location.

The Contractor shall provide the following documentation for each employee in order to obtain a CAC prior to deployment date:

- a. Standard Form (SF) 85P (Questionnaire for Public Trust Positions);
- b. National Agency Check with Written Inquiries (NACI); and
- c. FD 258 (FBI fingerprint card) for background vetting.

1.6.10.4 Personnel Support: Every deploying Contractor employee shall obtain Contractor Verification System (CVS) approval from their CVS Trusted Agent (TA), have a CVS Email approval prior to reporting for duty.

1.6.11 Requirements to be Met by Contractor Personnel:

1.6.11.1 The Contractor's assigned personnel shall be able to read, write, and speak English and shall be US citizens.

1.6.11.2 The Contractor's personnel shall obtain all necessary ID badges and vehicle stickers and comply with base security and safety regulations.

1.6.12 Synchronized Pre-deployment and Operational Tracker: The Department of Defense (DoD) has implemented SPOT as the single source to track deployed Contractor personnel supporting DoD military operations worldwide IAW Deputy Under Secretary of Defense (Logistics and Materiel Readiness) and Deputy Under Secretary of Defense (Program Integration) Memorandum Designation of Synchronized Pre-deployment and Operational Tracker (SPOT) as Central Repository for Information on Contractors Deploying with the Force dated 25 January 2007. Contractor and Government Representatives are required to maintain by-name Contractor accountability within SPOT. Use of SPOT is required by U.S. Public Law and policy. DoD, Department of State (DoS), and the U.S. Agency for International Development (USAID) signed an agreement to use SPOT as the central repository for information for:

- Contracts over the simplified acquisition threshold
- Contractor personnel deployed for more than 30 days

1.6.12.1 The Contracting Officer will, if appropriate, approve the LOA for each deploying Contractor employee in the SPOT system authorizing the privileges and support. The contractor shall have an approved Synchronized Pre-deployment and Operational Tracker (SPOT) LOA digitally signed prior to deploying personnel to the United States Central Command Area of Responsibility (such as Afghanistan or Kuwait). The LOA, signed by the Contracting Officer, shall remain in individual Contractor's possession at all times to receive services CONUS and OCONUS. The Common Access Card (CAC) and LOA shall be surrendered at post deployment center.

U.S. Government and Contractor companies will use SPOT to enter and maintain data about Contractors employees deploying in support of contingency operations, humanitarian or peacekeeping operations, or military exercises designated by the Combatant Commander (CCDR).

SPOT is a suite of scalable, net-centric, Web-based application that provides the capability to maintain accountability and report status for deployed personnel across the military, civilian and Contractor communities. SPOT tracks Contractor movement through its interface with the Joint Asset Movement Management System (JAMMS) and validates Contractor identity by interfacing with several designated identity owners. SPOT Plus enables Contracting Agencies to validate current SPOT data and to provide Contractor numbers by contract number and duty location.

1.6.13 Personnel Support/Letter of Authorization (LOA). The Contractor shall provide information to enable the Government to develop a LOA containing all the information that is needed to request a Call Forward, Individual IRDO request, and data to input information into Special Projects Office (SPO) Tracker for ASA (ALT). The Contractor shall provide transportation for their personnel from point of origin to IRDO and return.

The LOA for each deploying Contractor employee in the SPOT system shall authorize the following privileges and support, on an as-available basis:

- APO/FPO/MPO/MPO/Postal Services
- Billeting
- CAAF
- CAD/ID Card
- Commissary
- DFACs
- Excess Baggage
- Fuel Authorized
- Government Furnished Meals
- Mil Banking

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-Mil Exchange  
-Mil Issued Equipment  
-Mil Air  
-MWR  
-Resuscitative Care  
-Transportation

The Contractor shall use the SPOT database before traveling to IRDO for processing. SPOT can be accessed at <https://spot.altess.army.mil/privacy.aspx>.

## 1.6.14 Clothing and Equipment:

1.6.14.1 Contractor personnel accompanying the force are not authorized to wear distinctive military uniform items, except for specific items required for safety and security. Exceptions require a Department of the Army waiver. When the contractor desires a waiver, the contractor shall submit a request for waiver to the contracting officer. An individuals status as being a non-combatant contractor shall be conspicuously displayed on their clothing, unless prohibited for operational reasons.

1.6.14.2 The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor personnel be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment, necessary to ensure contractor personnel security and safety. The contractor or contractor personnel shall sign for all issued OCIE and acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE.

1.6.14.3 When OCIE and/or Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment is issued to the contractor personnel, equipment familiarization training shall be provided to the contractor personnel, commensurate with the training provided to Department of Defense civilian employees, usually at the deployment-processing center.

1.6.14.4 The contractor shall ensure that all issued OCIE is returned to the Government at the place of issue unless the contracting officer or his representative direct otherwise and the contractor shall provide evidence to the contracting officer of all OCIE returned to the Government. The contractor shall reimburse the government for OCIE lost, stolen, or damaged due to contractor negligence or contractor misconduct in accordance with Government property clauses in this contract. The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

## 1.6.15 Vehicle and Equipment Operation:

1.6.15.1 The Contractor shall ensure that all deployed Contractor Personnel possess a valid stateside drivers license to operate motor vehicles to perform the contract in the Area of Operations (AO).

1.6.15.2 Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

1.6.15.3 Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate State governmental authority) to the unit or agency issuing the equipment. The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

1.6.15.4 Use of Commercial Transportation into the AO: Contractor personnel shall not obtain commercial transportation into an AO unless government transportation is unavailable. The Government shall provide transportation into and out of the AO for contractor personnel from the deployment-processing center.

## 1.6.16 Contractor Accountability/Visibility &amp; Logistics Support Element:

1.6.16.1 The contractor shall ensure that all contractor personnel contact the AMC-LSE (or other designated liaison). Contractor personnel shall be responsible for providing all required theater specific accountability/visibility information to the AOs AMC-LSE to facilitate the logistics integration function. The specific information required to assist in accounting for these personnel when they are deployed will be identified by the Government prior to the contractor personnel reporting to the deployment processing center. The contractor shall ensure that all requested data is provided to the Army for inclusion in the U.S. Army's applicable personnel accountability database system.

1.6.16.2 The Contractor shall coordinate with the AMC LSE or other contracting officers designated representative for logistics support, as follows: (i) upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO. Any additional coordination requirements with the AMC-LSE shall be as directed by the contracting officer or COR.

1.6.16.3 As required by the operational situation, the government may at its discretion relocate contractor personnel to a safe area or evacuate them from the AO. The U.S. State Department has responsibility for evacuation of personnel as described in 22 U.S.C.

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4802(b).

1.6.16.4 If contractor personnel depart an AO without contractors permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. When the contractor replaces personnel who depart the AO without permission, the replacement expense shall be borne by the contractor and the employee must be replace within 14 calendar days. Contractor personnel who depart the AO without permission relinquish force protection.

1.6.16.5 The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations.

1.6.16.6 Contractor shall be responsible for the disassembly and pack up of MPH system for retrograde to CONUS or other location. This shall include coordination with losing and gaining command support organization on timely removal and set up of equipment, arranging air or ground transportation of equipment within theater and to CONUS as approved by assigned COR. Contractor shall ensure safe delivery, set-up and recalibration of MAZAK equipment and other components of the MPH system.

1.6.16.7 Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Combatant Commander will provide force protection to contractor personnel commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine Corps, and Defense Logistics Agency (DLA)) civilians in the AO.

1.6.17 Living under Field Conditions:

1.6.17.1 The government shall provide deployed contractor personnel the equivalent living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the AO, as authorized by the Combatant Commander.

1.6.17.2 If subsistence and protection requirements change during the deployment (e.g. if the Combatant Commander or subordinate commander changes the authorizations), the contracting officer will modify the contract, and any equitable adjustments shall be negotiated under the Changes clause.

1.6.18 Morale, Welfare, Recreation: When approved by the installation or Combatant Commander, the Government shall provide deployed contractor personnel with morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel in the AO.

1.6.19 The contractor shall ensure that all contractor personnel understand and agree to comply with the following:

1.6.19.1 U.S. Army and DoD regulations, directives, guidance, instructions, policies, procedures, and general orders applicable to U.S. Armed Forces and DoD civilians supporting the U.S. Armed Forces in the AO as issued by the combatant commander or his/her representative to ensure mission accomplishment, force protection, and safety.

1.6.19.2 U.S., third country, host nation, and international laws and regulations.

1.6.19.3 Treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), applicable to contractors supporting the U.S. Armed Forces under the facts and circumstances in the AO. The contractor shall be thoroughly familiar with Army Regulation (AR) 715-9, Contractors Accompanying the Force and Field Manual (FM) 3-100.21, Contractors on the Battlefield. In addition, the contractor shall request any specific information not provided in this language, but needed at the time of deployment from the contracting officer or the designated COR.

1.6.19.4 The contractor shall remain contractually responsible at all times for the conduct of its contractor personnel. The contractor shall promptly resolve to the satisfaction of the Government, all contractor employees conduct problems identified by the Government. Failure by the contractor to correct an employees conduct may result in the Government directing the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any Contractor personnel.

1.6.20 Contingency Plans: The contractor shall develop adequate contingency plans for those tasks that have been identified by the Government as essential in order to provide reasonable assurance of continuation of services. This plan shall be provided to the Procuring Contracting Officer (PCO) a minimum of 120 days prior to the end of contractor performance period or when requested by PCO.

1.6.21 Contact Information: The contractor shall provide the contracting officer contact information for its primary and backup Points of Contact who are familiar with the firms plans and operations relating to the contingency.

1.6.22 Military Mobilization: Contractor must identify its contractor personnel having military mobilization recall commitments in order to have adequate plans for replacing those contractor personnel, in the event of mobilization, in accordance with the guidelines in DoD Directives 1200.7 and 1352.1 and DoD Instruction 3020.37.

1.6.23 Tour of Duty:

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1.6.23.1 The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed six consecutive months under this contract, the contractor may rotate personnel at his own expense. The costs for rotating employees who have deployed for longer than six months will be an allowable cost under the contract. The contractor shall coordinate personnel changes with the contracting officer and the AMC, LSE or other designated liaison responsible for accounting for contractor personnel in their AO.

PART 2  
SPECIFIC TASKS

## 2. Specific Tasks:

2.1 Basic Services: The MPH shall not manufacture safety critical parts. Each new part shall require a computer-aided design (CAD) drawing for each new part and entered into the MPH Windchill database as an attachment to the part request. The contractor shall coordinate drawings with the government engineering staff on complex or critical parts.

The Government requires that all contractor employees shall be able to operate the MAZAK. The Contractor shall test and train their employees to ensure successful operation of the MAZAK. An evaluation of each individuals capabilities (FSR, Machinist, and Site Coordinator) will be assessed by the contractor to determine if they can perform MAZAK operations on the LMM.

## 2.1.1 Field Services Representative (FSR):

## Supervision:

The FSR shall manage all contractor machinists and site coordinators and offers recommendations and guidance to Government machinists and site coordinators at Government manned sites. This ensures that MPH is supported to include material, tools and work load management with the use of the MPH Windchill software data base. The FSR shall update the Lessons Learned file in the Windchill database. The FSR shall maintain a good rapport with the hosting organization of the base. The FSR shall ensure the timely and consistent delivery of quality parts to the customer.

## Operation:

The FSR shall be capable of programming, setting up, and operating the five-axis MAZAK Integrex 100 S III multi-tasking machine in the LMM, as well as the manual mill and manual lathe. The FSR shall be capable of performing all FSR responsibilities as well as those of MPH Site Coordinator and Machinists. The FSR shall track machine usage and operational readiness and provide the information to the Government PM on a monthly basis (Monthly Production Report). The FSR shall make recommendations on tactical, operational, and strategic issues that affect the MPH. FSR shall review MPH consumables lists for support equipment, tools, inserts, bar stock and other industrial items needed to maintain MPH operations. The FSR shall be an active participant at staff meetings and teleconferences and work to enhance the visibility of the MPH program at the assigned location. The FSR shall provide daily updates via telephone and email of all overall program status to the Government PM. The FSR shall actively engage local vendors in SWA for repair services and procurement of material and tooling and shall evaluate procurement to find ways to decrease costs to the other customers. The FSR shall coordinate logistics support and perform required MPH upgrades. The FSR shall coordinate the acquisitions, shipping and receiving of MPH materials and new equipment and distribution to the various MPH locations within SWA.

## Maintenance:

The FSR shall ensure all of the MPH sites perform the required preventive maintenance, checks, and services on all MPH equipment. The FSR shall be capable of providing maintenance (scheduled and unscheduled as required) on the MAZAK Integrex LMM, Material Handling Module (MHM), and the generator set; to include daily, weekly, and monthly servicing of the machining center with unscheduled breakdown repair and maintenance issues to be given the highest priority. The FSR shall be onsite to perform required repairs within 48 hours of notification for a breakdown repair requiring their assistance. The FSR shall maintain and update software and machine data on all LMM. FSR shall enter all maintenance data into the Windchill database.

## Reports:

The FSR shall provide a monthly MPH Production and Operations report that outlines production levels and maintenance times at each MPH site. See Contract Data Requirements List (CDRL) A001.

## 2.1.2 Site Coordinator (SC):

## Operations:

Site Coordinator (SC) shall accept all requests for parts and enter them into the MPH Windchill database. SC shall brief military units and other activities supporting soldiers on MPH machining capability. SC shall not turn away work requests. SC shall actively advertise MPH program capabilities to supported units by attending unit/organization staff meetings when requested by local commanders or their command representatives. SC shall coordinate customers required completion date with the assigned machinist and schedule part manufacturing. SC shall cut and prepare stock for machinist upcoming jobs based on manufacturing schedule. SC shall assist machinist with de-burring of parts produced at MPH. SC should monitor MPH Windchill work list daily and complete all tasks. SC shall create a computer aided design (CAD) drawing for each new part and enter it into Windchill database as an attachment to the parts request. SC

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shall be capable of fulfilling MPH Machinist responsibilities.

**Maintenance:**

SC shall maintain both MPH system equipment and maintenance records for electrical generator, air conditioner, air compressor, and computers. SC shall apply technical knowledge of MAZAKs to assist machinist with required weekly maintenance and unscheduled maintenance.

**Reports:**

SC shall maintain and update daily the Site Parts List and Site Journal in Windchill. The Site Journal is a detailed report that shall list daily activities as outlined in the template in Windchill (i.e. VIP visits, all MPH equipment failures and downtime, and any other notable issues). SC shall maintain and update daily, MPH Maintenance Data Sheets in Windchill database. See CDRL A004)

**2.1.3 Machinist****Operations:**

Machinist shall manufacture all parts within the MPHs capabilities to standards that meet or exceed the properties of an Original Equipment Manufacturer (OEM) supplied part. Machinist shall accept and enter, all request for parts into MPH Windchill database. Machinist shall brief military units and other activities supporting soldiers on MPH machining capability. Machinist shall not turn away work requests. Machinist shall aid SC in actively advertising MPH program capabilities to supported units by attending unit/organization staff meetings when requested by local commanders or their command representatives. Machinist shall coordinate customers required completion date with the assigned machinist and schedule part manufacturing. Machinist shall cut and prepare stock for the machinist upcoming jobs based on manufacturing schedule. Machinist shall de-burr parts produced at MPH. Machinist shall monitor MPH Windchill work list daily and complete all tasks. Machinist shall create a CAD drawing for each new part and enter it into Windchill database as an attachment to the part request. Machinist shall be responsible for care of and maintenance of MPH equipment during use. Machinist shall be capable of fulfilling responsibilities of machinist as well as those of SC.

**Maintenance:**

Machinist shall aid SC with maintenance both of MPH system equipment and maintenance records for the electrical generator, air conditioner, air compressor, and computers. The machinist is responsible for the maintenance of the MAZAK machining center. Machinist shall apply technical knowledge of MAZAKs to assist SC with required weekly maintenance and unscheduled maintenance.

**Reports:**

In the absence of SC, machinist shall maintain and update daily the Site Parts List and Site Journal in Windchill. The Site Journal is a detailed report that shall list daily activities as outlined in template in Windchill (i.e. VIP visits, all MPH equipment failures and downtime and any other notable issues). In the absence of SC, machinist shall maintain and update daily MPH Maintenance Data Sheets, in the Windchill database. (See CDRL A004).

**2.1.4 CONUS Program Manager (PM)****Operations:**

CONUS PM shall manage all contractor program operations to include customer relations, contract compliance, budget execution and staffing issues to include hiring, discipline and termination. CONUS PM shall be responsible to the government for overall financial management of the program to include submission of invoices from subcontractors for payment. CONUS PM shall ensure all deliverables (CDRLs) are met. CONUS PM shall develop and program standard operating procedures.

**2.1.5 Logistics Manager (LM)****Operation:**

Logistics Manager (LM) shall oversee all daily operation of the MPH program, and monitor and assign tasks and work duties to contractor staff. LM shall review and submit invoices from subcontractors and vendors for payment. LM shall moderate twice weekly PH Program Status teleconferences between Government PM and all deployed contractor personnel.. LM shall serve as the interface between prime and subcontractors. LM shall process new employees ensuring all government forms for internet and security paperwork are accurate. LM shall serve as backup as the holder for SPOT records maintained by the contractor.

**Reports:**

LM shall submit manning reports for distribution to Government PM and upload into MPH Windchill Database. (See CDRL A002). LM shall prepare and maintain R&R schedule for deployed contractor personnel. (See CDRL A005). LM shall submit Monthly Progress and Financial Status Report (See CDRL A007).

**2.1.6 Procurement Analyst (PA)****Operations:**

Procurement Analyst (PA) shall be responsible for accurate and complete processing of MPH Consumables List for deployed personnel and updates related to such in Windchill. PA shall order, receive, inventory, and repackage of consumables for shipment to deployed MPH

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systems in SWA. All orders received through wants and needs are to include necessary repair parts required for scheduled and unscheduled maintenance of MPH equipment. PA shall utilize comparative pricing when ordering any material to ensure best price. PA shall receive approval from COR prior to ordering the Consumables List parts. PA shall assist FSR with completion of Production and Operation report. PA shall serve as Primary for input of contractor information into SPOT. PA shall serve as back up to perform all contractor employee travel, planning and deployment related personnel actions necessary for the successful deployment of personnel for CRC and R&R.

## 2.1.7 Windchill Administrator

## Operation:

Windchill Administrator shall maintain the Windchill software program to include system required upgrades. Windchill administrator shall interface with TARDEC as necessary to accomplish this task. The Windchill Administrator shall oversee the manufacture of parts in theater via monitoring and approval of CAD drawings of parts requests in Windchill. Windchill Administrator shall ensure Windchill data is kept up to date thus ensuring the integrity of the database. Windchill Administrator shall interface with deployed MPH personnel and offer technical assistance in the submission of parts requests. Windchill administrator shall provide hands on training of Windchill to new contractor and government personnel no more than 30 days prior to personnel deploying to theater in support of the MPH.

## Reports:

Windchill Administrator shall submit monthly Voice of Customer Survey Roll-up Report. (See CDRL A003)

## 2.1.8 Manufacturing Liaison (ML)

## Operation:

The Manufacturing Liaison (ML) shall monitor manufacturing activities through the use of Windchill data base. ML shall evaluate the effectiveness of continued production of parts with large requests quantities against supply chain availability. The ML shall coordinate with various platform managers (i.e. tactical wheel vehicles, small arms etc.), Defense Logistics Agency (DLA) representatives, system acquisition managers and/or engineers on continued need to fabricate or initiate supply change initiatives or engineering change proposals. The ML shall coordinate weekly with platforms managers, DLA reps and Government Manger to create a process identifying and fast tracking production of reoccurring parts and aid in the establishment of long term solutions for increased supply availability. ML shall participate in twice weekly teleconference with Government PM and personnel deployed in support of the MPH.

## Reports:

ML shall submit monthly report on interface activities with various government platform managers and current status of any actions initiated. (See CDRL A008)

## 2.1.9 Administrative Assistant

## Operation:

The Administrative Assistant shall enter all information for deploying employees into the Synchronized Pre-deployment and Operational Tracker (SPOT) system initiating all LOA's and update as necessary. Administrative Assistant shall coordinate the deployment of all contractor employees with Government COR to reserve seat in IRDO. Administrative Assistant shall participate in twice weekly teleconference with Government PM and COR and personnel deployed in support of the MPH. Administrative Assistant shall maintain and submit invoicing to government for payment in WAWF. Administrative Assistant shall arrange all travel arrangements for contractor employees to include R&R travel and transportation to and from IRDO for deploying employees.

## 2.1.10 IT System Engineer

## Operation:

IT Systems Engineer shall manage contractor owned information technology records; maintain contractor owned information technology hardware and software updates and perform information technology functions to ensure contractor personnel can access government CAC enabled programs (i.e. Windchill and AKO) on contractor owned computers. IT Systems Engineer shall provide information technology help desk functions for contractor personnel.

PART 3  
APPLICABLE PUBLICATIONS

## 3. Applicable Publications (Current Editions)

3.1 The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures listed below:

3.1.1 Army Regulation 25-2, Information Assurance

3.1.2 Army Regulation 385-10, The Army Safety Program

3.1.3 Army Regulation 71-32, Force Development and Documentation Consolidation Policies

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- 3.1.4 Army Regulation 735-5, Policies and Procedures for Property Accountability
- 3.1.5 Army Regulation 40-501, Standard of Medical Fitness
- 3.1.6 Army Regulation 7-9, Contractors Accompanying the Force
- 3.1.7 DA PAM 715-16, Contractor Deployment Code
- 3.1.8 Field Manual 3-100.21, Contractors on the Battlefield
- 3.1.9 DoD Instruction 3020.37, Continuation of Essential DoD Contractor Services During Crises
- 3.1.10 DoD Directives 1200.7, Screening the Ready Reserve
- 3.1.11 DoD Directives 1352.1, Management and Mobilization of Regular and Reserve Retired Military Members
- 3.1.12 DoD Directives 5400.11, DoD Privacy Program
- 3.1.13 DoD Directives 5400.11-R, Department of Defense Privacy Program
- 3.1.14 Mobile Part Hospital Standard Operating Procedure (SOP) dated 1 November 2012

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (TACOM)	52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012

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

C-2 (TACOM)	52.209-4022 iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 75 calendar days after contract award.

(End of Clause)

C-3	952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, (C3) AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011
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(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

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



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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of Clause)

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C-7            52.204-4020            ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES            JUN/2012  
(TACOM)

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

(End of Clause)

C-8            52.209-4021            ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR            JUN/2012  
(TACOM)            PERSONNEL TRAVELING OVERSEAS

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

(End of Clause)

C-9            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0198 <b>MOD/AMD</b>	<b>Page 22 of 69</b>
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Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

**CONTINUATION SHEET**

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.  
Acceptance: DESTINATION.

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at [://wawf.eb.mil](http://wawf.eb.mil). Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

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

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

\_\_\_\_\_ Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

\_\_\_\_\_ Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

- Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)
- Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)
- Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)
- Accept-By DoDAAC Code: (Indicate)
- Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

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

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

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

-Primary Acceptor Name: (Indicate)

-Primary Acceptor e-mail: (Indicate)

-Alternate Acceptor Name: (Indicate)

-Alternate Acceptor e-mail: (Indicate)

-Contract Specialist Name: (Indicate)

-Contract Specialist e-mail: (Indicate)

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

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite Title Date

H-1 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT MAY/2012 (C3)

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

U.S. Citizens

- List of services for U.S. Citizens including APO/FPO/MPO/DPO/Postal Services, Authorized Weapon, Billeting, CAAF\*, Controlled Access Card (CAC), Badge, Commissary, Dependents Authorized, Embassy Housing, Meals, Embassy Air, DFACs, Excess Baggage, Fuel Authorized, Govt Furnished Meals, Military Banking, Military Clothing, Military Exchange, Embassy Air, Mil Issue Equip, MILAIR, MWR, Resuscitative Care, Transportation, All, None, Embassy Clinic, Embassy Clinic - Afghanistan.

Third-Country National (TCN) Employees

- List of services for Third-Country National (TCN) Employees including N/A, Authorized Weapon, Billeting, CAAF\*, Controlled Access Card (CAC), Badge, Commissary, Dependents Authorized, DFACs, Excess Baggage, Fuel Authorized, Govt Furnished Meals, Military Banking, Military Clothing, Military Exchange, Embassy Air, Mil Issue Equip, MILAIR, MWR, Resuscitative Care, Transportation, All, None, Embassy Clinic.

Local National (LN) Employees

- List of services for Local National (LN) Employees including N/A, Authorized Weapon, Billeting, CAAF\*, Controlled Access Card (CAC), Badge, Commissary, Dependents Authorized, DFACs, Excess Baggage, Fuel Authorized, Govt Furnished Meals, Military Banking, Military Clothing, Military Exchange, Embassy Air, Mil Issue Equip, MILAIR, MWR, Resuscitative Care, Transportation, All, None, Embassy Clinic.

\*CAAF means Contractors Authorized to Accompany Forces.
\*\* Mail to Iraq limited to 2lbs
\*\*\* Applies to Iraq only
\*\*\*\* Applies to US Embassy Life Support in Afghanistan only

SPECIAL NOTE: The Office of Security Cooperation-Iraq (OSC-I) will provide security support to contractor personnel commensurate with the level of security provided to DoD civilians working in Iraq. Security support will include static and mobile security support. Static security is provided at all OSC-I sites to include living and dining facilities, base perimeter and gates. Mobile security support includes Security Escort Teams (SETs) which provide the necessary security while personnel are transiting to their work site and while at the work location.

(End)

H-2 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS DEC/2011 (C3)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable

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to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

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

(End of clause)

H-3 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN  
(C3)

AUG/2011

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

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

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

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Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

H-4 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) AUG/2011  
(C3)

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

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

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

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

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(End of Clause)

H-5            52.225-4040            ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED            JUN/2005  
(TACOM)            CONTRACTORS

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

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

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

[End of Clause]

## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-13	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-26	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/1997
I-27	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-30	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-33	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-35	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-41	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-45	52.224-2	PRIVACY ACT	APR/1984
I-46	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-47	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-48	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-49	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-50	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-51	52.232-1	PAYMENTS	APR/1984
I-52	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-53	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-54	52.232-17	INTEREST	OCT/2010
I-55	52.232-18	AVAILABILITY OF FUNDS	APR/1984

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I-56	52.232-20	LIMITATION OF COST	APR/1984
I-57	52.232-22	LIMITATION OF FUNDS	APR/1984
I-58	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-59	52.232-25	PROMPT PAYMENT	OCT/2008
I-60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-61	52.233-1	DISPUTES	JUL/2002
I-62	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-63	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-64	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-65	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-66	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-67	52.242-13	BANKRUPTCY	JUL/1995
I-68	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-69	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-70	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-71	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-72	52.245-9	USE AND CHARGES	APR/2012
I-73	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-74	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-75	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-76	52.248-1	VALUE ENGINEERING	OCT/2010
I-77	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-78	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-79	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-81	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-82	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-83	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-84	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-85	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-86	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-87	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-88	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
I-89	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-90	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-91	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-92	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-93	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-94	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-95	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-96	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-97	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-98	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-99	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-100	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-101	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-102	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2012
I-103	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-104	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-105	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-106	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-107	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-108	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-110	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-113	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010

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I-114	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-115	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-116	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-117	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-118	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-119	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-120	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-121	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-122	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-123	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-124	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-125	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-126	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-127	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

## (a) Invoicing.

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

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

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

## (b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

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(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

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

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

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

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

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

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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of final payment date, whichever is earlier; and

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

(End of Clause)

I-128            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

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

(End of Clause)

I-129            52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR/2000

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of Clause)

I-130            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/1989

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

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

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-131            52.229-8            TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS            MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Kuwait and Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Kuwait and Afghanistan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

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(End of Clause)

I-132 KSCR1-11 (C3) GOVERNMENT FURNISHED CONTRACTOR SUPPORT

NOV/2010

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

## U.S. Citizens Accompanying the Force

<input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services	<input checked="" type="checkbox"/> DFACs(Access Only Contractors Must Pay For Meals)
<input type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> MWR	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Resuscitative Care	<input checked="" type="checkbox"/> Mil Issue Equip
<input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card	<input checked="" type="checkbox"/> Military Banking (Finance/Eagle Cash)
<input checked="" type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Dependents Authorized	<input checked="" type="checkbox"/> Military Exchange
<input type="checkbox"/> Telephone Service	<input type="checkbox"/> Keys to GFE
<input type="checkbox"/> Utilities	<input type="checkbox"/> Technical Training
<input type="checkbox"/> None	<input type="checkbox"/> All

## Third-Country National (TCN) Employees

<input type="checkbox"/> APO/FPO/MPO/Postal Services	<input type="checkbox"/> DFACs(Access Only Contractors Must Pay For Meals)
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> MILAIR
<input type="checkbox"/> MWR	<input type="checkbox"/> Transportation
<input type="checkbox"/> Resuscitative Care	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Controlled Access Card (CAC)/ID Card	<input type="checkbox"/> Military Banking (Finance/Eagle Cash)
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange
<input checked="" type="checkbox"/> None	<input type="checkbox"/> All

## Local National (LN) Employees

<input type="checkbox"/> APO/FPO/MPO/Postal Services	<input type="checkbox"/> DFACs(Access Only Contractors Must Pay For Meals)
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> MILAIR
<input type="checkbox"/> MWR	<input type="checkbox"/> Transportation
<input type="checkbox"/> Resuscitative Care	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Controlled Access Card (CAC)/ID Card	<input type="checkbox"/> Military Banking (Finance/Eagle Cash)
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange
<input checked="" type="checkbox"/> None	<input type="checkbox"/> All

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

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(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

I-133            252.225-7043            ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE            MAR/2006  
THE UNITED STATES

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

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703)692-9832.

(End of clause)

I-134            252.225-7995            CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND            APR/2011  
AREA OF RESPONSIBILITY (DEVIATION 2011-00004)

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

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

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

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

(3) Contractor personnel are civilians.

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

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably

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appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) To register in SPOT:

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

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

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

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

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

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

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

(i) Weapons.

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

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

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employees; or

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

(1) Evacuation. (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

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

(End of clause)

I-135                    52.215-19                    NOTIFICATION OF OWNERSHIP CHANGES                    OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-136                    52.223-3                    HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                    JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently

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successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-137 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-138 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012  
(DEV 2012- 2012-00014)  
00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

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(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I-139

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or  
<http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

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52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-141

KSCR1-1 (C3)

ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE  
USCENTCOM AREA OF RESPONSIBILITY, SUPPORT

NOV/2010

CONTRACTOR PRIVILEGES AND SUPPORT: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for more than 30 days without a SPOT-generated LOA.

MEDICAL TREATMENT AVAILABLE TO CONTRACTOR PERSONNEL ON BASE CAMPS: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

PERSONNEL SUPPORT: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

BILLETING AND GOVERNMENT PROVIDED MEALS: As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

LIFE SUPPORT: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

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I-142 KSCRI-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, OCT/2011  
AND WITHHOLDING OF EMPLOYEE PASSPORTS

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individuals employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employees contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3) Each room shall be furnished at a minimum with the following:
  - (i) Room light.
  - (ii) One bed per individual.
  - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
  - (iv) A laundry facility or laundry service.
  - (v) Cleaning supplies.
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:
  - (i) Compliance with minimum housing accommodation standards.
  - (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
  - (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum,

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the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled Combating Trafficking in Persons.

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

I-143 KSCR1-5 (C3) FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS

AUG/2011

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

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

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

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

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

(End of Clause)

I-144 KSCRI-6 (C3) COMPLIANCE WITH LAWS AND REGULATIONS AUG/2010

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

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

(End of Clause)

I-145 KSCRI-7 (C3) MONTHLY CONTRACTOR CENSUS REPORTING AUG/2011

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.22.-7995 (Deviation 2011-00004).

(End of Clause)

I-146 KSCRI-12 (C3) MILITARY EXTRATERRITORIAL JURISDICTION ACT AUG/2010

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report

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

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

(End of Clause)

I-147 KSCR1-13 (C3) INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS AUG/2010

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan

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(7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

(End of Clause)

I-148 KSCR1-14 (C3) SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT AUG/2010  
SECURITY & ACCESS:

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of Notice of Contract Award. The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

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STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

I-149 KSCR1-15 (C3) PREVENTION OF SEXUAL HARASSMENT TRAINING

AUG/2010

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

"Sexual Assault" means--

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. Consent will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" means--

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individuals work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) Verbal Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of ones physical appearance in a sexual manner.

(2) Nonverbal Examples include staring at someone, blowing kisses, winking, or licking ones lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on ones computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not--

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall--

(1) Notify its employees of:

(i) The Department of Defenses policy described in paragraph (b); and

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

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

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employees compliance with this training requirement shall be reported to the Contracting Officers Representative prior to the employee being allowed access to the worksite.

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

(h) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

(End of Clause)

I-150 KSCR1-16 (C3) CONTRACTOR PAYMENTS NOV/2010

Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractors control prevent this.

(End of Clause)

I-151 KSCR1-17 (C3) SPONSORSHIP REQUIREMENTS AUG/2010

Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

I-152 KSCR1-18 (C3) CONTRACTOR MANPOWER REPORTING OCT/2011

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

The required information includes:

(1) Contracting Office, Contracting Officer, Administrative Contracting Officer;

(2) Contract Number;

(3) Beginning and ending dates covered by reporting period;

(4) Contractor name, address, phone number, email address, identify of contractor employee entering data;

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- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

I-153

252.223-7001

HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT


(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

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(End of clause)

I-154 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS

JUN/2012

(a) Definitions.

"Full cooperation"--

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

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

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

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

(C) Does not restrict the Contractor from--

(1) Conducting an internal investigation; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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(\\*HYPERLINK "https://www.bpn.gov/iuid/"https://www.bpn.gov/iuid/); and

(iv) Reporting incidents in which--

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

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

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

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

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

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

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at \\*HYPERLINK

"http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf"http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf;

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

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

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

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

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

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

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

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

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

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

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

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

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

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to provide required oversight.

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

(End of clause)

I-155            252.225-7997            ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED            AUG/2010  
 CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN  
 (DEVIATION 2010-00014)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

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

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

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

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials:

(i) U.S. Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

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

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

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

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

(End of clause)

I-156            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES            JAN/2012  
 (DEV 2012-            CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)  
 00005)

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

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

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

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

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(End of clause)

I-157            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            JAN/2012  
(DEV 2012-            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-  
00005)            00005)

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

(1) Subject to extortion or corruption; or

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

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

(End of clause)

I-158            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD-1423	07-FEB-2013		DATA
Attachment 0001	GOVERNMENT FURNISHED PROPERTY (GFP)	07-FEB-2013		DATA

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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(End of provision)

K-7            252.209-7997            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2013  
 (DEV 2013-            LIABILITY OR A FEONY CONVICTION UNDER ANY FEDERAL LAW -- DOD  
 00006)            APPROPRIATIONS (DEVIATION 2013-00006)

(a) In accordance with section 101(a)(3) of the Continuing appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-8            52.215-4010            AUTHORIZED NEGOTIATORS            JUN/2008  
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>

[End of Provision]

K-9            52.245-4004            CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND            JAN/1991  
 EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [ ] is  
 [ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[ ] will

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will not

may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ \_\_\_\_\_ \$ \_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-5	52.237-1	SITE VISIT	APR/1984
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(End of clause)

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L-8            52.216-1            TYPE OF CONTRACT            APR/1984

The Government contemplates award of a firm fixed price level of effort for the labor and cost for the material and travel contract resulting from this solicitation.

(End of Provision)

L-9            52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command - Warrent - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-10           52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

L-11           52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-12           52.215-4004            COST OR PRICING DATA            SEP/2010

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$12.5 million or more, or
- (2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

- (1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable

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option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-13            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-14            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012  
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

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L-15 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

## (g) Processing of HQAMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

**Name of Offeror or Contractor:**

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

**(h) Effect of Protest on Award and Performance:**

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

**(i) Remedies:**

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

L-16	52.245-4002	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL	MAR/1996
	(TACOM)	TOOLING	

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0198 <b>MOD/AMD</b>	<b>Page 67 of 69</b>
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**Name of Offeror or Contractor:**

tooling), general or special machine tools, or similar capital items.

[End of Provision]

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

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PIIN/SIIN W56HZV-12-R-0198

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

M-3	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN W56HZV-12-R-0198</b>	<b>Page 69 of 69</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0005 D. SYSTEM/ITEM: Sustainment Support of Mobile Parts Hospital (MPH)  
B. EXHIBIT: A E. CONTRACT/PR NO.: TBD  
C. CATEGORY: Reports F. CONTRACTOR: TBD

1. DATA ITEM NO: A001
2. TITLE OF DATA ITEM: Progress Report (Studies)
3. SUBTITLE .....: Monthly Production Report
4. AUTHORITY .....: DI-ADMN-81313A
5. CONTRACT REFERENCE: C.2.1.1
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: MONTHLY 13. DATE OF SUBS. SUB: 15th of every month
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, Deborah.k.solomon.civ@mail.mil

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A002
2. TITLE OF DATA ITEM: Personnel Report
3. SUBTITLE .....: Contractor Manpower Report
4. AUTHORITY .....: DI-MISC-81419
5. CONTRACT REFERENCE: C.2.1.5
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: MONTHLY 13. DATE OF SUB: 15th of every month
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, Deborah.k.solomon.civ@mail.mil

Rachel Serra, Contract Specialist, mailto:Rachel.l.serra.civ@mail.mil

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A003
2. TITLE OF DATA ITEM: Progress Report (Studies)
3. SUBTITLE .....: Voice of Customer Survey Roll-Up Report

4. AUTHORITY .....: DI-ADMN-81313A  
5. CONTRACT REFERENCE: C.2.1.7  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013  
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: MONTHLY 13. DATE OF SUBS: 15th of every month  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, <mailto:Deborah.k.solomon.civ@mail.mil>  
Loaded into the Mobile Parts Hospital (MPH) Windchill Database, <https://ace2.tacom.army.mil/index.html>

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A004  
2. TITLE OF DATA ITEM: Daily Site Activity Schedule  
3. SUBTITLE .....: MPH Parts List and Journals  
4. AUTHORITY .....: DI-MGMT-80721  
5. CONTRACT REFERENCE: C.2.1.2 and C.2.1.3  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: 1 day after award  
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: DAILY 13. DATE OF SUBS: DAILY  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Loaded into the Mobile Parts Hospital (MPH) Windchill Database, <https://ace2.tacom.army.mil/index.html>

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A005  
2. TITLE OF DATA ITEM: Personnel Reports  
3. SUBTITLE .....: Rest & Relaxation (R&R) Schedule  
4. AUTHORITY .....: DI-MISC-81419  
5. CONTRACT REFERENCE: C.2.1.5  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013  
7. WAWF/DD250 REQ\ '85 . : LT 10. FREQUENCY: Monthly 13. DATE OF SUBS: 15th of every month  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, <mailto:Deborah.k.solomon.civ@mail.mil>  
Loaded into the Mobile Parts Hospital (MPH) Windchill Database, <https://ace2.tacom.army.mil/index.html>

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A006  
2. TITLE OF DATA ITEM: Contractors Personnel Roster  
3. SUBTITLE .....: MPH Contact List  
4. AUTHORITY .....: DI-MGMT-81834  
5. CONTRACT REFERENCE: N/A  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013  
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: Monthly 13. DATE OF SUBS: 15th of every month  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, <mailto:Deborah.k.solomon.civ@mail.mil>  
Loaded into the Mobile Parts Hospital (MPH) Windchill Database, <https://ace2.tacom.army.mil/index.html>

15. TOTAL:

16. REMARKS: N/A

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A007  
2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Report  
3. SUBTITLE .....: Monthly Progress and Financial Status Report  
4. AUTHORITY .....: DI-MGMT-80227  
5. CONTRACT REFERENCE: C.2.1.5  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013  
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: Monthly 13. DATE OF SUBS: 15th of every month  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, <mailto:Deborah.k.solomon.civ@mail.mil>  
Rachel Serra, Contracting Specialist, <mailto:Rachel.l.serra.civ@mail.mil>

15. TOTAL:

16. REMARKS: Delete paragraphs 10.3 b, c, g, k, and l from DID DI-MGMT-80227 and include the following additional information in the report:

- q. Total funding by CLIN
- r. Costs reported by CLIN
- s. Description of services performed
- t. Person hours reported by individuals name and the hourly pay rate of the individual
- u. Budget at completion
- v. Budget over/under if hours continue to be expended at current rate

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A008  
2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Report  
3. SUBTITLE .....: Manufacturing Interface Status Report  
4. AUTHORITY .....: DI-MGMT-80227  
5. CONTRACT REFERENCE: C.2.1.8  
6. REQUIRING OFFICE...: AMSTA-LCC-TR 9. DIST. STATEMENT REQUIRED: F 12. DATE OF FIRST SUB: April 15, 2013  
7. WAWF/DD250 REQ\ '85 . : N/A 10. FREQUENCY: Monthly 13. DATE OF SUBS: 15th of every month  
8. APP CODE ..... : N/A 11. AS OF DATE: N/A

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, mailto:Deborah.k.solomon.civ@mail.mil  
Rachel Serra, Contracting Specialist, mailto:Rachel.l.serra.civ@mail.mil

15. TOTAL:

16. REMARKS: Delete paragraphs 10.3 b, c, d, g, k and l from DID DI-MGMT-80227 and include the following additional information in the report:

- q. Description of services performed (ie. Telephone calls with various platform managers, Defense Logistics Agency (DLA) representatives, systems acquisition managers and/or engineers) and results of services/contract
- r. Path forward for individual resulting areas of production concerns.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO. ....: A009
- 2. TITLE OF DATA ITEM: Request for Requisition Approval
- 3. SUBTITLE .....: Consumables List
- 4. AUTHORITY .....: DI-ILSS-80415
- 5. CONTRACT REFERENCE: C.1.6.8
- 6. REQUIRING OFFICE.: AMSTA-LCC-TR    9. DIST. STATEMENT REQUIRED: F    12. DATE OF FIRST SUB:
- 7. WAWF/DD250 REQ\85 . : N/A    10. FREQUENCY: Weekly    13. DATE OF SUBS: N/A
- 8. APP CODE ..... : N/A    11. AS OF DATE: Date of Award

14. DISTRIBUTION ADDRESSES: SUBMIT ELECTRONIC REPORTS TO THE FOLLOWING ADDRESSES SHOWN IMMEDIATELY BELOW:

Deborah Solomon, Contracting Officer Representative, mailto:Deborah.k.solomon.civ@mail.mil

15. TOTAL:

16. REMARKS:

- Modify paragraph 10.1. Request shall be by email to the Government COR.
- Delete paragraph 10.2
- Add paragraph 10.2.5. The Consumable List is an Excel spreadsheet that includes Mobile Parts Hospital (MPH) Location Name, Internal Control Number (assigned by contractor for tracking purpose), Date of Request, List of Items Requested (to include Stock Number, Item Number, catalog Number, Model Number as applicable), Source of Supply, Quantity, Unit Price, and Total Price. Consumables list shall be input into Windchill by the Site Coordinator as supplies and materials are needed. After review and update of applicable Stock Number, Item Number, Catalog Number and/or Model Number, Field Service Representative shall forward to contractor procurement analyst to collate and get COR approval for purchase.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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\*\*\*\*\* THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THE CONTRACT \*\*\*\*\*

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Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft\* Office XP or Microsoft\* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

Deborah Solomon  
Blgd 231, 3rd Floor, Hh214  
6501 E. Eleven Mil Road  
Warren, MI 48397

\* Registered Trademark

GOVERNMENT FURNISHED PROPERTY (GFP)

Property: The following is a list of all Government Furnished Property (GFP) at each Mobile Parts Hospital (MPH) location to include the associated serial numbers:

-Camp Kandahar, Afghanistan

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	174808
MAZAK Compressor	500646
Manual Compressor	536852
GEN-A	5257-2
GEN-B	5257-1
GEN-FG Wilson	FGWNAV02EF0B04384
SAW	70534367
Drill Press	8120037
Manual Lathe	709204
Manual Mill	N/A
Storage Container	SESU206827-0

-Bagram, Air Force Base, Afghanistan

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	174667
MAZAK Compressor	OC-4076
Manual Compressor	OC-3748
GEN-A	684805
GEN-B	681180
GEN-FG Wilson	FGWPEP05TCOA10040
SAW	K-005312
Drill Press	WJ-2326
Manual Lathe	202161
Manual Mill	709202
Storage Container	N/A

-Camp Buehring, Kuwait

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	181243
MAZAK Compressor	000891 838
Manual Compressor	OC-4492
GEN-A	684778 Removed
GEN-B	N/A
GEN-FG Wilson	FGWPEP05VC0A10126
SAW	414459
Drill Press	278334
Manual Lathe	651520
Manual Mill	20050720
Storage Container	201944 0

-Sharana, Afghanistan

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	174668
MAZAK Compressor	OC4080
Manual Compressor	OC3572
GEN-A	684779
GEN-B	Removed
GEN-FG Wilson	WS5410PPEPL2865
SAW	71135518
Drill Press	276327
Manual Lathe	851512
Manual Mill	M1008

Storage ContainerN/A

-MRAP RESET Facility, Shuaiba Industrial Area, Kuwait

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	213254
MAZAK Compressor	OC-4554
Manual Compressor	OC-4553
GEN-A	5400-2
GEN-B	5400-1
SAW	50930025
Drill Press	292134
Manual Lathe	709205
Manual Mill	20050708
Storage Container	SESU 206902 3

-Camp Leatherneck, Afghanistan

<u>Equipment</u>	<u>Serial Numbers</u>
MAZAK	216669
MAZAK Compressor	9018104
Manual Compressor	9018080
GEN-A	5502-2
GEN-B	5502-1
SAW	80636648
Drill Press	N/A
Manual Lathe	650590
Manual Mill	313
Storage Container	215165-4