

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 49
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-12-R-0471	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2012OCT17	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HCBA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**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 10:45am (hour) local time 2012OCT17 (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 Call:</b>	<b>A. Name</b> MICHAEL D. THOMAS	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> MICHAEL.THOMAS95@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-6791	<b>Ext.</b>

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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>
Area Code   Number   Ext.	<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>
SCD      PAS      NONE      ADP PT			

<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.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (\\*HYPERLINK "http://contracting.tacom.army.mil/opportunity.htm" <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 \\*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm" <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(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:

\\*HYPERLINK "https://acquisition.army.mil/asfi/solicitation\_view.cfm?psolicitationnbr=W56HZV12R0471" [https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12R0471](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0471)

(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 \\*HYPERLINK "https://acquisition.army.mil/asfi/" <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 \\*HYPERLINK "https://acquisition.army.mil/asfi/BRS\_guide.doc" [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 unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

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**Name of Offeror or Contractor:**

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at \\*HYPERLINK "http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx" <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-3            52.214-4000            ACKNOWLEDGMENT OF AMENDMENTS            OCT/1993  
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

A-4            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- 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)
- 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)
- 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)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- 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)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

**Executive Summary**

Solicitation W56HZV-12-R-0471 proposes to award a sole-source contract to General Dynamics Land Systems (GDLS) for M1A1 support to the Iraqi Army Maneuver Force. This procurement is being accomplished by the Foreign Military Sales program.

This effort will require GDLS to provide Contractor Logistics Support (CLS), On-the-Job (OJT) maintenance training to Iraqi Army (IA) personnel, and required Field Support to maintain 146 Iraqi M1A1 vehicles.

The Government intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) type contract with individual Task Orders awarded and funded separately. The contract will consist of one base year and four (4) option years. Task Orders will specify services to be performed, as identified in the scope of the base contract, performance period, and value of the order.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>CONTRACT LINE ITEM NUMBER (CLIN) FORMAT USED FOR THIS CONTRACT IS AS FOLLOWS:</p> <p>CLIN 0001 IS FOR THE FIRST ITEM, BASE PERIOD.                      CLIN 1001 IS THE FIRST ITEM, FIRST OPTION PERIOD.                      CLIN 2001 IS THE FIRST ITEM, SECOND OPTION PERIOD.                      CLIN 3001 IS THE FIRST ITEM, THIRD OPTION PERIOD.                      CLIN 4001 IS THE FIRST ITEM, FOURTH OPTION PERIOD.</p> <p>CLIN 0002 IS FOR THE SECOND ITEM, BASE PERIOD.                      CLIN 1002 IS THE SECOND ITEM, FIRST OPTION PERIOD                      CLIN 2002 IS THE SECOND ITEM, SECOND OPTION PERIOD.                      CLIN 3002 IS THE SECOND ITEM, THIRD OPTION PERIOD.                      CLIN 4002 IS THE SECOND ITEM, FOURTH OPTION PERIOD.</p> <p>CLIN 0003 IS FOR THE THIRD ITEM, BASE PERIOD.                      CLIN 1003 IS THE THIRD ITEM, FIRST OPTION PERIOD                      CLIN 2003 IS THE THIRD ITEM, SECOND OPTION PERIOD.                      CLIN 3003 IS THE THIRD ITEM, THIRD OPTION PERIOD.                      CLIN 4003 IS THE THIRD ITEM, FOURTH OPTION PERIOD.</p> <p>CLIN 0004 IS FOR THE FOURTH ITEM, BASE PERIOD.                      CLIN 1004 IS THE FOURTH ITEM, FIRST OPTION PERIOD                      CLIN 2004 IS THE FOURTH ITEM, SECOND OPTION PERIOD.                      CLIN 3004 IS THE FOURTH ITEM, THIRD OPTION PERIOD.                      CLIN 4004 IS THE FOURTH ITEM, FOURTH OPTION PERIOD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL TASK ORDER IS THE PRICE FOR WHICH THE ORDER IS ISSUED.</p> <p>(End of narrative A001)</p> <p><u>CLS LABOR CATEGORY</u></p> <p>NOUN: CONTRACTOR LOGISTICS SUPPORT</p> <p>IRAQ CONTRACTOR LOGISTICS SUPPORT (CLS) FOR 146 M1A1 MAIN BATTLE TANKS. CONTRACTOR TO DETERMINE THE LABOR CATEGORIES NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN SECTION C AND APPLICABLE TASK ORDERS AT THE FOLLOWING RATES.</p> <p>Base Period Rate per man-hour: _____</p> <p>First Option Period per man-hour, if exercised: _____</p> <p>Second Option Period per man-hour, if exercised: _____</p> <p>Third Option Period per man-hour, if exercised: _____</p> <p>Fourth Option Period per man-hour, if exercised: _____</p> <p>(End of narrative B001)</p>				<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>NOUN: M1A1 NEW EQUIPMENT TRAINING</p> <p>NET INSTRUCTORS TO PERFORM OPERATOR NEW EQUIPMENT TRAINING (OPNET). CONTRACTOR TO DETERMINE THE LABOR CATEGORIES NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN SECTION C AND APPLICABLE TASK ORDERS AT THE FOLLOWING RATES.</p> <p>Base Period Rate per man-hour: _____</p> <p>First Option Period per man-hour, if exercised: _____</p> <p>Second Option Period per man-hour, if exercised: _____</p> <p>Third Option Period per man-hour, if exercised: _____</p> <p>Fourth Option Period per man-hour, if exercised: _____</p> <p>(End of narrative B001)</p>				\$ _____
0003	<p><u>UNIT MAINTENANCE NEW EQPT TRAINING (UMNET)</u></p> <p>NOUN: M1A1 NEW EQUIPMENT TRAINING</p> <p>NET INSTRUCTORS TO PERFORM UNIT MAINTENANCE NEW EQUIPMENT TRAINING (UMNET). CONTRACTOR TO DETERMINE THE LABOR CATEGORIES NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN SECTION C AND APPLICABLE TASK ORDERS AT THE FOLLOWING RATES.</p> <p>Base Period Rate per man-hour: _____</p> <p>First Option Period per man-hour, if exercised: _____</p> <p>Second Option Period per man-hour, if exercised: _____</p> <p>Third Option Period per man-hour, if exercised: _____</p> <p>Fourth Option Period per man-hour, if exercised: _____</p> <p>(End of narrative B001)</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>SPECIALIZED TRAINING</u></p> <p>NOUN: M1A1 SPECIALIZED TRAINING</p> <p>INSTRUCTORS TO PERFORM SPECIALIZED TRAINING.                      CONTRACTOR TO DETERMINE THE LABOR CATEGORIES                      NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN                      SECTION C AND APPLICABLE TASK ORDERS AT THE                      FOLLOWING RATES.</p> <p>Base Period Rate per man-hour: _____</p> <p>First Option Period per man-hour, if exercised: _____</p> <p>Second Option Period per man-hour, if exercised: _____</p> <p>Third Option Period per man-hour, if exercised: _____</p> <p>Fourth Option Period per man-hour, if exercised: _____</p> <p>(End of narrative B001)</p>				\$ _____
0005	<p><u>M1A1 MATERIAL/ODC</u></p> <p>MATERIAL/ODCs to be added via Task Orders.</p> <p>(End of narrative B001)</p>				

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

C-1	952.222-0001 (C3)	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, 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:

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

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

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

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

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

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

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

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

(End of clause)

C-2	952.223-0001 (C3)	REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS	AUG/2011
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Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

Victim:  
Name  
Gender (Male/Female)

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**Name of Offeror or Contractor:**

Age  
Nationality  
Country of permanent residence

**Incident:**

Description  
Location  
Date and time  
Other Pertinent Information

(End of clause)

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

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

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

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

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

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

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

(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and

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subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or

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ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

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

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

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

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

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

(End of clause)

C-4 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS  
(C3)

DEC/2011

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

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

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

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

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to

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lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of clause)

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

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

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

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go 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).

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

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

(End of Clause)

C-7            952.225-0010        FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (IRAQ)            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 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 >= 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 C-other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41 , DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. 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 basic medical care are authorized. Pharmaceutical services are not authorized for 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 or Embassy contracted medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of clause)

C-8            952.225-0021        MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR            DEC/2011  
(C3)            EMPLOYEES OPERATING IN IRAQ

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

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

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

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

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

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

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

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

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

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

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

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations. Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of clause)

**SCOPE OF WORK****C.1 GENERAL**

C.1.1 Contractor shall provide a team to perform Outside Continental United States (OCONUS) Contractor Logistics Support (CLS) and New Equipment Training (NET) for Iraq Abrams. CLS shall consist of sustainment Maintenance (scheduled and unscheduled), Logistics, Supply services, Deprocessing, configuration management, and Security Management for quantity 146 M1A1-SA Abrams Series tanks. NET shall consist of Operator New Equipment Training (OPNET), Unit Maintenance New Equipment Training (UMNET), and Specialized Training services also for Iraq M1A1-SA Abrams Series tanks.

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C.1.2 Contractor shall provide the services as herein described on a firm-fixed-price basis. This effort shall include Continental United States (CONUS) and OCONUS project management, field support operations, logistics, and quality control.

C.1.3 The CLS and NET Services shall be performed at Besmaya, (including Contingency Operating Station Hammer) and Taji Iraq. Travel to and around Baghdad may be required to fulfill the requirements of this contract action.

C.1.4 In the interest of providing efficient cost management to the Government of Iraq (GoI), the United States Government (USG) authorizes contractors and USG to share US Government assets purchased and leased for the Iraq Foreign Military Sales (FMS) Program and that have been approved for use on this contract by the Iraq Tracked Vehicle Intensive Management Office (ITVIMO).

**C.2 PERIOD OF PERFORMANCE/HOLIDAYS/WORK HOURS/PLACE OF PERFORMANCE****C.2.1 Period of Performance:**

Contract W56HZV-12-X-XXXX is a 5-year Firm Fixed Price Requirements type contract with five (5) Ordering Periods for Contractor Logistics Support Services and Training Instructor Services. Individual Task Orders will identify a specific Performance Period for services. The Ordering Periods for the Base Contract are projected as follows:

Ordering Period 1:	01 October 2012	30 September 2013
Ordering Period 2:	01 October 2013	30 September 2014
Ordering Period 3:	01 October 2014	30 September 2015
Ordering Period 4:	01 October 2015	30 September 2016
Ordering Period 5:	01 October 2016	30 September 2017

C.2.2 Work Hours: Contractor shall perform CLS and Training services during the normal Iraq work week, which is based on training and CLS schedules approved by ITVIMO and Contracting Officer Representative (COR). The Contractors site managers at Taji and Besmya are authorized to adjust individual daily duty hours based on work requirements. Contractor shall adjust the work schedule with approval of the COR or PCO to accommodate Iraqi holidays to the maximum extent possible. Contractor shall have access to maintenance area, facilities, secure storage areas, and supply warehouses for the performance of this contract.

C.2.3 Recognized Holidays: With the exception of New Years Day, Thanksgiving Day, and Christmas Day, the contractor shall work in accordance with the Iraqi observed holidays.

C.2.4 Hours of Operations: Contractor is responsible for providing services except for the referenced USG holidays, or when the GoI facility is closed due to local or national emergencies, administrative closings, similar Government directed facility closings/holidays or as further directed in this Statement of Work. Contractor must, at all times, maintain an adequate work force for the uninterrupted performance of all tasks defined within this Statement of Work when the GoI facility is not closed for one of the above reasons.

**C.3 CONTRACTOR FURNISHED EQUIPMENT/SERVICES AND CONTRACTOR RESPONSIBILITIES**

C.3.1 All information or data developed under this contract belongs to and is the property of the USG and shall be marked and handled as Unclassified/For Official Use Only (FOUO). Contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer (PCO).

C.3.2 Immigration and Customs: Contractor is responsible and authorized for obtaining (i) all passports, visas, and other entry or exit documents necessary for contractor personnel to transverse through and within the Area of Operation (AO) and (ii) the customs, immigration, or similar liabilities of its contractor personnel.

C.3.3 Depending on international agreements, all contractor employees may be subject to the customs, processing procedures, laws agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

C.3.4 Contractor shall maintain a general office environment, classrooms and tools required to sufficiently support the tank CLS and Training scope of work.

C.3.5 Contractor shall lease vehicles that have valid insurance and registration, and shall pay for all fuel and transfer fees.

C.3.6 Contractor shall provide property accountability services for all GFP provided under this contract. Disposition instructions for contractor procured and GFP shall be provided by the ITVIMO COR at the end of the contract.

C.3.7 Communications: Contractor shall utilize existing telecommunication infrastructure and business supporting applications for the CLS and Training services allowing communication to contractor Southwest Asia (SWA) and CONUS.

C.3.8 Contractor shall provide safety coveralls, safety shoes and Personal Protective Equipment (PPE) in compliance with Occupational

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Health and Safety Administration (OSHA) standards and internal policies, as well as clothing for protection from inclement weather.

C.3.9 Contractor personnel shall comply with all guidance, instructions, and general orders applicable to Department of Defense (DoD) civilians and issued by Theatre Commanders or his/her representative and all Federal statutes.

C.3.10 Contractor personnel will be given two weeks of R&R leave in their country of residence after every six months of deployment. Contractor shall stagger the leave to ensure contract requirements are met. Airfare from Kuwait to their country of residence, and return trip, will be paid for by the Contractor. The Government will provide transportation into, within and out of Iraq. USG may invoice contractor for this transportation.

C.3.11 Quality Control: Contractor shall perform the contract in accordance with its existing quality programs. USG has the right to review the quality program. A Quality Control plan shall be provided 30 days within contract award date, not separately priced as CDRL 010.

**C.4 GOVERNMENT FURNISHED FACILITIES, SERVICES AND RESPONSIBILITIES****C.4.1 Security Escort Teams (SETS):**

C.4.1.1 USG will provide Contractor the same level of security as is in place for US military and civil service personnel in Iraq as established by DoD force protection standards, in Department of Defense Joint Forward Operations Base Handbook (JFOB).

C.4.1.2 Contractor shall ensure each employee hired by or for the contractor (including sub-contractors) and who may be deployed into the AO acknowledges in writing they understand the danger, stress, physical hardships, and field living conditions that are possible. The contractor shall ensure that contents of this paragraph are included in all subcontracts.

C.4.1.3 If subsistence and protection requirements change during the deployment (e.g. if the Combatant Commander or subordinate commander changes the authorizations), the PCO will modify the contract, and any equitable adjustments shall be negotiated under the changes clause.

C.4.2 Contractor shall conform to all security requirements as detailed in the DD Form 254 (if required). A separate DD 254 is required for all Task Orders involving access to classified information.

C.4.3 The Contractor should assume the Training and CLS sites at Besmaya and Taji (and Baghdad if required) will be on the Iraqi controlled side of the US military base. As such, those areas are secured by Iraqi Army (IA) personnel.

C.4.4 USG, through the GOI, shall provide facilities, water, power, and furniture for CLS and Training functions.

C.4.5 The USG shall provide Petroleum Oils and Lubricants (POL), Special Tools and Test Equipment (ST&TE), Basic Issue Items (BII), Authorized Stockage List (ASL), Component of End Item (COEI), on board spares (OBS) and Concurrent Spare Parts (CSP).

C.4.6 USG shall provide maintenance training simulators to include Direct Support Electrical Systems Test Set (DSESTS), Power Supplies, Maintenance Support Devices (MSD), Automatic Breakout Box (ABOB), Special Tools and Test Equipment (ST&TE).

**C.4.7 Medical Care:**

C.4.7.1 Contractor and subcontractors are authorized use of medical and dental clinic equivalent to what is afforded to US military and civil service personnel during the performance of this contract.

C.4.7.2 USG shall provide all resuscitative and emergency medical care within the Green Zone. All contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur.

C.4.7.3 Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. When the Government provides medical treatment or transportation (including medical airlift) of contractor personnel to a selected civilian facility, the contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation. Medical or dental care beyond this standard is not authorized unless specified elsewhere.

C.4.8 USG shall provide removal and disposition of hazardous wastes.

**C.4.9 Life Support and Personnel Support Services (PSS):**

C.4.9.1 USG will provide life support and PSS for all contractor and subcontractor employees assigned in Iraq under this contract. Life support and PSS will be equivalent to what is afforded to US military and civil service personnel in Iraq and include the following functional areas and scope of services:

**Name of Offeror or Contractor:**

- a. PSS Management
- b. Housing
- c. Food Service
- d. Transportation
- e. Recreation
- f. Property Control
- g. Laundry
- h. Exchange

C.4.9.2 Housing: USG shall provide Containerized Housing Units (CHUs) for contractor housing.

C.4.9.3 Contractor and subcontractors are authorized Diplomatic Post Office (DPO) privileges at Besmaya and Taji during the performance of this contract.

**C.5 PROGRAM MANAGEMENT AND ADMINISTRATION**

C.5.1 Contractor Program and Product Management Office shall manage and direct all program activities for the Iraq CLS, NET and Specialized Training with the provisions set forth herein.

C.5.2 Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of the contract in a manner that is both the most economical and beneficial to the US Government.

C.5.3 Management and control of subcontractor performance is implicitly part of the contractors responsibility under this contract. Contractor is responsible for management of subcontractor activity.

C.5.4 Contractor shall participate as a member of the USG/Contractor Management team. Contractor shall provide information in support of program requirements, program scheduling, establishing priorities, as well as identification and resolution of program related problems.

C.5.5 Contractor shall provide operational interface with the OCONUS USG site manager. Contractor shall conduct weekly meetings with OCONUS and CONUS USG and contractor management and operations personnel to facilitate work activities, mission requirements and identify corrective actions to meet any mission-related issues, priorities or updated operational guidance. Contractor shall coordinate personnel movements between sites with the USG site lead or COR.

C.5.6 Contractor shall attend and provide input in Government briefings, presentations, and informal technical review meetings related to Iraq CLS and Training programs. Contractor shall prepare electronic, written or visual presentations for such briefings or review meetings.

C.5.7 Contractor shall attend and provide input in Iraq CLS and Training meetings CONUS and OCONUS as they pertain to the efforts listed below. Additional participation may be required, as determined by the PCO.

- a. Management Review
- b. Program Review
- c. Technical Review
- d. Integrated Logistics Support (ILS) Program Status Review
- e. Integrated Logistics Support Management Team (ILSMT)
- f. Logistics Management Review (LMR)
- g. Field Service Representative Support Status Review
- h. Fleet Management

C.5.8 Contractor shall provide Security Management for the Iraq CLS and Training programs to work with the USG to ensure all contractor security requirements regarding policies, procedures, and information are maintained.

C.5.9 Contractor shall be authorized for two (2) Program/Product Management representatives to attend the Iraq CLS Program Reviews, CONUS or OCONUS.

**C.6 PERSONNEL/DEPLOYMENT/LIFE SUPPORT**

C.6.1 Contractor shall utilize a CONUS Replacement Centers (CRC) or a CRC equivalent for deployment of personnel to meet program requirements. This does not include personnel who already meet program requirements for deployment processing. A separate CLIN will be utilized for funding pre-deployment processing.

C.6.2 Contractor is to deploy personnel within 90 days upon award of contract task order. Contractor shall make a best effort to deploy earlier. Any deployment attempts exceeding 90 days will be communicated with the PCO or COR.

**Name of Offeror or Contractor:**

C.6.2.1 Work CLINs may be invoiced for effort performed in-country only.

C.6.3 Contractor shall provide replacement personnel contractors that are certified on Abrams tank training devices, equipment, and tools associated with the M1A1SA Abrams Series tank.

C.6.4 Deployment Requirements:

C.6.4.1 Contractor shall ensure that all contractor personnel report to the designated deployment processing site, as referenced in C.6.1 where the contractor personnel shall receive appropriate training and items, e.g. specialized clothing and equipment, identification cards and tags. For any contractor personnel determined by the Government to be not qualified to accompany the force, the contractor shall promptly remedy the problem. Contractor shall ensure that all contractor personnel re-deploy and out-process through the designated deployment processing site. Upon return from Iraq to CONUS, the contractor shall ensure all USG-issued items are returned to the USG.

C.6.4.2 Standard Identification Cards: Contractor shall ensure all deploying individuals have the required identification tags and badges in accordance with AR 600-8-14 prior to deployment to the AO. In addition to the DD Form 489 (Geneva Convention Card) issued at the point of deployment, all contractor personnel shall be issued personal identification tags and common access cards (CAC), if available before deployment. Personal identification tags shall include the following information: full name, social security number, blood type and religious preference. Contractor personnel shall maintain all issued cards and tags on their person at all times while OCONUS. Upon redeployment, the contractor shall ensure that all issued identification cards and tags are promptly returned to the USG.

C.6.4.3 Security Check: Contractor and subcontractor(s), if any, shall complete a background security check of all personnel before new employees report for duty. Execution of SF-85P is a requirement for contractor personnel to receive a Common Access Card (CAC).

C.6.4.4 Immunizations: Contractor personnel shall be appropriately immunized before arriving at the deployment-processing center with those immunizations that are available to the general public. Contractor personnel shall bring a copy of their shot records. In extenuating circumstances the deployment-processing center may provide shots required for the specific theater but there may be a cost to the contractor. This shall be permitted on a case-by-case basis at the sole discretion of the USG.

C.6.4.5 Security Clearances: Contractor personnel having access to the USG data, supply or other systems shall be subjected to background investigations consistent with current USG requirements. Prior to starting work on the contract, the Defense Industrial Security Clearance Office must determine the eligibility of contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). The costs associated with obtaining these investigations shall be paid by the contractor. Contractor shall contact the Facility Security Officer (FSO) or the G2, for assistance in initiating action to receive a security clearance.

C.6.5 Central Processing and Departure Point:

C.6.5.1 PCO shall provide contractor personnel their Area of Operation (AO) Government point of contact, OSC-I (Office of Security Cooperation - Iraq), or other designated liaison prior to their deployment to the AO. Contractor shall be responsible for notifying the applicable Government contact of their imminent deployment. Information to be provided to the Government contact shall include their movement dates and locations within the AO, and their departure date from the AO and out-process through the original deployment processing center.

C.6.5.2 For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance or travel documents when required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided within a mutually agreeable time period.

C.6.5.3 Contractor shall not deploy its own employees unless authorized by the PCO. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met.

C.6.5.4 Arrival in Area of Operation (AO): Contractor employees shall report to the OSC-I (or other designated liaison) and provide necessary information to the OSC-I on the contractors deployment and activities in the AO to facilitate the OSC-I logistics integration function. Initial contact with the OSC-I shall be conducted prior to deployment into the theater. Similar contact and reporting to the OSC-I shall occur prior to exiting the AO. Any additional coordination requirements with the OSC-I shall be as defined by the COR.

C.6.5.5 Upon arrival in the AO, contractor personnel shall receive Reception, Staging, Onward movement, and Integration (RSOI) by the OSC-I (or other designated liaison). Contractor personnel may be required to obtain additional locally required identification cards.

C.6.5.6 Contractor personnel shall not obtain commercial transportation into an AO. The Government shall provide transportation into and out of the AO for contractor personnel from the deployment processing center. This travel policy is susceptible to change. As such, funding of required travel will be adjusted to align with USG policy.

**Name of Offeror or Contractor:**

C.6.5.7 Contractor shall ensure that all contractor personnel contact the OSC-I upon arrival in Iraq. Contractor personnel shall be responsible for providing all required theater specific accountability, visibility information to the AOs OSC-I to facilitate the logistics integration function. The specific information required for these personnel when they are deployed shall be identified by the Government prior to contractor personnel reporting to the deployment processing center. Contractor shall ensure that all requested data is provided to the Army for inclusion in the US Armys applicable personnel accountability database system.

**C.6.6 Dress Code:**

C.6.6.1 Contractor shall adhere to OSC-I Policy 8, Standards of Uniform Wear and Appearance.

C.6.6.2 Contractor shall adhere to Department of the Army Regulation 670-1, Uniforms and Insignia.

C.6.6.3 Contractor shall adhere to the following Contractor Civilian Dress Code Guidelines:

The following items are mandatory:

- 1) Reflective belts MUST be worn while working out (running or walking) when outdoors. (Individuals may remove the reflective belt when in the fitness center.)

The following items are prohibited:

- 1) Camouflage pattern clothing which might be mistaken for a uniform
- 2) Excessively tight-fitting clothing
- 3) Tank tops, halter tops, sleeveless tops, see-through or mesh clothing
- 4) Shirts that allow midriffs and/or bare backs to show at any angle
- 5) Shirts or blouses that substantially expose the chest or allow midriffs and/or bare backs to show at any angle
- 6) Dresses
- 7) Skirts
- 8) Shorts (during normal duty hours)
- 9) Any excessively short shorts that expose the upper thighs or buttocks shall not be worn at any time
- 10) Clothing containing slogans, quotes or graphics that may be offensive to others or present a negative image of the DoD
- 11) Clothing with inappropriate language or images displayed (the term inappropriate encompasses language/images that are political, sexual, or profane)
- 12) Pants shorter than 1 inch above the ankle (including Capri pants or cropped pants)
- 13) Pants that are worn beneath the natural waist exposing any part of the buttocks and/or dragging on the ground
- 14) Shoes with heels higher than one inch. (Note: When traveling on military aircraft within Iraq you must wear shoes that cover the entire foot.)
- 15) Chains with larger than 1/2 inch links
- 16) Bandanas worn as headgear or hair decoration are discouraged. (Bandanas may be worn around the neck and face for specific climatic conditions such as intense heat or protection from sand storms.)
- 17) No dirty, smelly, or sweaty work-out clothes may be worn in the Dining Facility (DFAC).
- 18) Earphones or any other electronic devices may not be worn while working out or running, walking, or bicycling outdoors. (These may be worn inside the gym.)

**C.6.7 Deployment Plan and Contingency Plan:**

C.6.7.1 Contractor shall develop and maintain a Deployment Plan for personnel subject to deploy in support of contingency operations. The Deployment Plan will follow guidelines set forth in AMC-P 715-16 for the items provided by the contractor. Contractor shall certify that deploying contractor personnel have completed all administrative requirements set forth in Tables B-1 and B-2 of DA PAM 715-16 and furnish a copy of the certified checklist to the Iraq Tracked Vehicle Intense Management Office (ITVIMO) , IAW CDRL A002

C.6.7.2 Contractor shall provide a Contingency Plan, which may be included as part of the overall Deployment Plan, describing how contractor will ensure the continuation of such services during crisis situations, to include performance under hostile conditions IAW CDRL A003. The plan should identify which positions are performing mission essential support. The plan should also identify which contractor personnel have a military mobilization recall commitment and provide for adequate replacement of those contractor personnel in the event of mobilization. (Contractor should use a reference DoD Instruction 3020.37, Continuation of Essential DoD Contractor Services During Crisis) at <http://www.dtic.mil/whs/directives/>.

**C.6.8 Management:**

C.6.8.1 As used herein, the phrase contractor personnel includes both prime and subcontractor personnel and the contractor shall ensure that these requirements herein are included in all subcontracts.

**Name of Offeror or Contractor:**

C.6.8.2 Treaties and International Agreements (e.g. Host Nation Support Agreements and Defense Technical Agreements), applicable to contractors supporting the US Armed Forces under the facts and circumstances in the AOs: Contractor shall be thoroughly familiar with Army Regulation (AR) 715-9, contractors Accompanying the Force (<[http://www.usapa.army.mil/pdffiles/r715\\_9.pdf](http://www.usapa.army.mil/pdffiles/r715_9.pdf)>), DA PAM 715-16 (<[http://www.usapa.army.mil/pdffiles/p715\\_16.pdf](http://www.usapa.army.mil/pdffiles/p715_16.pdf)>), and Field Manual (FM) (3-100.21/toc.htm). In addition, contractor is obligated to request any specific information not provided in this language, but needed at the time of deployment for the PCO or the designated COR.

C.6.8.3 Contractor shall comply with US Army and DoD regulations, directives, guidance, instructions, policies, procedures, and general orders applicable to US Armed Forces and DoD civilians supporting the US Armed Forces in the AO as issued by the Combatant Commander and his/her representative to ensure mission accomplishment, force protection, and safety.

C.6.8.4 Accounting for Personnel (Systems, External and Theater Support): As directed by the PCO or his/her representative, and based on instruction of the theater commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the AOs by name, citizenship, location, Social Security Number (SSN) or other official identity document number. See CDRL 009 at C.7.1.12.

C.6.8.5 The contractor shall, at all times, remain responsible for the conduct of its employees. The Contractor shall promptly resolve, to the satisfaction of the USG, all contractor employee performance and conduct problems identified by the USG. The contractor shall ensure continued performance IAW the terms and conditions of the contract. If the contractor replaces an employee who fails to perform in accordance with this contract, the replacement shall be at the contractors expense, and must be identified in 72 hours and in country within 15 days from the day and time the failing employee is identified, unless otherwise directed by the contracting officer. Such action may be taken at USG discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

**C.6.9 Risk Assessments and Mitigation:**

C.6.9.1 Evacuation: As required by the operational situation, the government may, at its discretion, relocate designated contractor personnel (who are United States citizens, aliens in resident of the United States or third country nationals (not resident in the host nation)) to a safe area or evacuate them from the AOs. The US State Department has responsibility for evacuation of non-essential personnel.

C.6.9.2 Training of Government Personnel: For those contractor personnel providing services deemed essential during a crisis, contractor shall ensure that all appropriate training required to ensure a continuation of essential services during a crisis is provided to Government personnel. The rights and remedies of the Government under this clause are in addition to any other rights and remedies provided by law or under this contract.

C.6.9.3 Technical Data Rights: For those contractor provided services deemed essential during a crisis the contractor shall ensure all applicable technical data that is required to ensure the continuation of essential services during the crisis are provided to the government. These rights and remedies of the Government are in addition to any other rights and remedies provided by law or under this contract.

**C.6.10 Individual Readiness File:**

C.6.10.1 Contractor is responsible for maintaining the Individual Readiness File (IRF) records needed for identification and processing. Contractor personnel are responsible for having their IRF complete and with them when they arrive at their deployment processing center. In the absence of a detailed list elsewhere in the contract, see the tables in Draft AR 715-9 (dated 5 Feb 03) and the Administrative Section on the CONUS Replacement Center website at <http://www.benning.army.mil/crc/> for details on what should be included. Note that some requirements will vary depending on the area to which contractor personnel will be deployed.

**C.6.11 Letter of Authorization (LOA):**

C.6.11.1 Unless prohibited by international agreement, the PCO will issue a Letter of Authorization (LOA) for contractor personnel deployment and redeployment to and from the AO. This is the document contractor personnel must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Invitational travel orders shall not be issued in lieu of this letter of authorization. These Letters of Authorization will state the intended length of assignment in the AO and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract.

**C.6.12 Vehicle and Equipment Operation:**

C.6.12.1 Contractor shall ensure that contractor personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AOs.

C.6.12.2 Before operating any military owned or leased equipment, contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment. The US government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

**Name of Offeror or Contractor:**

C.6.12.3 Talking or texting while operating any vehicle is prohibited. Earphones or any other electronic devices may not be worn while operating a motorized vehicle.

**C.7 TASK DESCRIPTIONS****C.7.1 CONTRACTOR LOGISTICS SUPPORT (CLS):**

C.7.1.1 Contractor shall provide a team to perform OCONUS sustainment Maintenance (scheduled and unscheduled), Logistics, Supply services, Deprocessing, Configuration Management and Security Management for quantity of 146 M1A1-SA Abrams Series tank as part of CLS for Iraq Abrams. Six of the quantities 146 are expected to be deprocessed. The team shall consist of deployed US personnel and Local Nationals. Services shall include pre-deployment requirements, site set-up, deployment, and redeployment, to include site closeout, for CLS Tank Maintenance.

C.7.1.2 Contractor shall provide all the necessary personnel, equipment, tools, materials, supervision and other items and services necessary to provide the CLS services referenced in C.7.1.1 above for all Abrams Tank Systems and derivative vehicle operations.

C.7.1.3 Maintenance technicians (MTs) shall provide troubleshooting and diagnostic services on the tanks to support IA military units. MTs are the primary maintenance subject matter expert and advisor for the team, and shall provide maintenance procedures and training to assigned mechanics to insure correct maintenance and troubleshooting processes and procedures are followed. MTs shall also function as the Quality Control for all maintenance actions and procedures.

C.7.1.4 Contractor shall conduct Maintenance (scheduled and unscheduled), Logistics, Total Package Fielding (TPF), and Supply Services which includes requisitioning, tracking, receipt, storage and inventory of parts for CLS of Iraq Tracked Vehicles.

C.7.1.5 Contractor shall utilize Original Equipment Manufacturers (OEM) parts and procedures during the performance of CLS efforts. Contractor shall obtain approval from the COR for other than OEM parts or procedures.

C.7.1.6 Contractor shall also provide translators to supply verbal and written translations of English to Arabic between the contractor and the Iraq personnel. Translators shall be at both Besmaya and Taji. Contractor shall determine whether a translator is required for training sessions.

C.7.1.7 Contractor shall maintain the vehicles at the Fully Mission Capable (FMC) standard as defined in M1A1 SA Operator TM 9-2350-264-10-1 TM 9-2350-264-10-2 and TM 9-2350-264-10-3 Technical Manuals (TMs) based on availability of parts.

C.7.1.8 USG shall provide parts through the standard Army Supply System to include transportation shipment.

C.7.1.9 Contractor shall provide all items not available from the USG with prior approval from the COR or PCO. Contractor shall request direction from the COR or ITVIMO, to requisition parts through the DoD Supply System. USG will ship the parts to the required destination. If the PCO notifies the contractor that the USG is unable to do so, then contractor shall arrange to have the parts shipped using Supply Support or Unplanned Requirements.

C.7.1.10 Once received, contractor shall maintain accountability of the parts, including temporary warehousing, until such time the parts are installed in the appropriate vehicle(s).

C.7.1.11 Government Furnished Equipment (GFE): In support of the CLS and Training services in Iraq, GFE is transferred from contract W56HZV-07-C-0046 and is now accountable under this contract. The Contractor shall maintain the GFE IAW \*\*\*. Required equipment will be identified via Task Orders.

C.7.1.12 Reports: Contractor shall report problems and shall submit specific reports, as required to include the following CDRLs:

- \* Monthly Technical Activity Reports; IAW CDRL A004
- \* Weekly Supply report; IAW CDRL A005
- \* Weekly Non-Mission Capable Report; IAW CDRL A006
- \* Field Problem Reports, as needed (FPRs); IAW CDRL A007
- \* Fire/Injury/Accident Reports, as needed; IAW CDRL A008
- \* Daily Personnel Count Report; IAW CDRL 009
- \* Quality Control Plan; IAW 010

**C.7.2 GENERAL TRAINING INFO**

C.7.2.1 Contractor shall provide a team of NET Instructors in SWA to perform OCONUS OPNET, UMNET and Specialized Training, sustainment Maintenance (scheduled and unscheduled), Logistics, Supply, and Security Management services for the M1A1SA Abrams Series tank for Iraq Abrams. Services shall include pre-deployment requirements, site set-up, deployment, and redeployment, to include site closeout.

C.7.2.2 USG shall provide facilities, water, power, air (to drive tools), generators, Special Tools & Test Equipment for maintenance, NET, supply services and sustainment of the Abrams tank and team.

**Name of Offeror or Contractor:**

C.7.2.3 Technical Training Support: Contractor shall conduct training at Government selected training sites. Training shall be designed to provide key individuals, already qualified in their operational maintenance specialties, those instructions and/or orientations necessary to increase their knowledge, skills and techniques to the degree required to perform selected job tasks.

C.7.2.4 Task Instruction: Contractor instructors shall use an approved Program of Instruction (POI) to conduct training. Contractor shall update, modify, and write the POI. Final written approval of the POI is required from the USG, and the GOI prior to the development of training materials, lesson plans, and training.

**C.7.3 OPERATOR NEW EQUIPMENT TRAINING (OPNET):**

C.7.3.1 Contractor shall provide a team of NET Instructors in SWA to conduct OPNET for Iraq M1A1SA Abrams Series tanks. Training shall include operator tasks encompassing Tank Table VI. (see web link for access to Tank Table VI)  
<https://rdl.train.army.mil/catalog/go/100.ATSC/FD2AF9CA-151D-4565-9540-82B357944BE3-1300778516510>.

USG shall provide training simulators to include Advanced Gunnery Training System (AGTS). USG shall provide training ammunition and storage for main gun and small arms for the OPNET.

**C.7.4 UNIT MAINTENANCE NEW EQUIPMENT TRAINING (UMNET):**

C.7.4.1 Contractor shall provide a team of NET Instructors in SWA to conduct UMNET services for Iraq M1A1SA Abrams Series tanks. Training shall include Fire Control Repairer, Hull, Armament Repairer and Tank Systems Repairer courses. Each course shall be based on its own approved POI.

**C.7.5 SPECIALIZED TRAINING:**

C.7.5.1 Contractor shall conduct and manage training programs for Armor Instructor (AIT), Advanced Skill Mechanics (ASM) and Maintenance Instructor training (MI). Each training program shall be based on an approved POI.

C.7.5.1.1 M1A1 AIT course shall include Driver training, Gunner training, Loader training for up to 40 students. Class sizes and student distribution in each class will be determined by Iraq student participation, equipment availability, and funding.

C.7.5.1.2 M1A1 ASM course shall include Turret training, Fire Control training, Hull training for up to 60 students. Class sizes and student distribution in each class will be determined by Iraq student participation, equipment availability, and funding.

C.7.5.1.3 M1A1 MI course shall take up to 20 high performing students from the ASM course to become Maintenance Instructors in their respective area based on available funding. Contractor shall recommend which students are to become instructors based upon class assessments, but the final selection shall be approved by the GOI.

**C.7.6 ADVANCED TRAINING:**

C.7.6.1 Contractor shall provide a team of instructors in SWA to conduct Advanced training for Iraq M1A1SA Abrams Series tanks. Training shall include Advanced Turret, Advanced Fire Control, Advanced Hull training. Each course shall be based on its own approved POI.

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 23 of 49**

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 24 of 49****PIIN/SIIN** W56HZV-12-R-0471**MOD/AMD****Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	(52.246-4009) (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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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
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	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-6	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

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

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**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- 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)
- 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)
- 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)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- 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)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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

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**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	MAY/2012

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

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

## Third-Country National (TCN) Employees

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

## Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> 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-3	952.225-0004 (C3)	COMPLIANCE WITH LAWS AND REGULATIONS	DEC/2011
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(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0471	<b>Page 28 of 49</b> <b>MOD/AMD</b>
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aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

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

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

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

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

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

(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-4            952.225-0013            CONTRACTOR HEALTH AND SAFETY            DEC/2011  
(C3)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

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**Name of Offeror or Contractor:**H-5 952.225-0017 CONTRACTOR DEMOBILIZATION (IRAQ)  
(C3)

DEC/2011

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. 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) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing [baghdadregmgt@state.gov](mailto:baghdadregmgt@state.gov) or calling phone number 240-553-0581, ext 2782 or ext 2092.

(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 contractor's 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 Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

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

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's 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 employee's 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 Manager 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 Manager 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 contractor's 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 Manager 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 Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager 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 (GFE/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to

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any issues regarding GFE/GFM or Government Furnished Property (GFP).

(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, as follows:

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

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

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

(7) Synchronized Pre-deployment 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 person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(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 IJOA 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. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employee's termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. 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 negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG 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 952.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency 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 USC 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-6

952.225-0018

CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY -- IRAQ

DEC/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 Iraq 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 an Office of Security Cooperation Iraq (OSC.I) site 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 employer's chain of command or civilian equivalent.

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(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 Base Defense Operations Center (BDOC) at their OSC-I site as a resource to track or research employee's last known location and/or to view Synchronized Pre-deployment Operational Tracker (SPOT) generated letters of authorization (LOA's). All missing personnel will immediately be reported to the Installation Manager and Force Protection Officer (FPO), and the OSC-I BDOC for the installation they are located at.

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the OSC-I FPO will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the FPO within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals SPOT generated LOA, 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 OSC-I FPO determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, FPO will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, Common Access Card (CAC), etc. are terminated/reconciled appropriately within 24 hours of notification by FPO in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of clause)

H-7            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]

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## 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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-12	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-13	52.210-1	MARKET RESEARCH	APR/2011
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-25	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-26	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-31	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-32	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-34	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-35	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-37	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-38	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	OCT/2010
I-43	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2008
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-51	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-52	52.245-9	USE AND CHARGES	APR/2012
I-53	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-54	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-55	52.248-1	VALUE ENGINEERING	OCT/2010
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

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I-58	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-60	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-61	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-64	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-65	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	FEB/2012
I-69	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-70	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-72	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-73	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-75	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-76	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-80	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-81	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-84	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-87	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-88	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-89	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
I-90	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-91	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-92	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-93	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-94	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-95	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-96	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-97	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-98	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-99	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-100	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-101	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-102	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-103	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-104	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of -2-;

(2) Any order for a combination of items in excess of -3-; or

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(3) A series of orders from the same ordering office within -4- days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-105            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of Clause)

I-106            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 -1-.

(End of Clause)

I-107            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-1-; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least -2- days before the contract expires. The preliminary notice does not commit the Government to an extension.

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(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 -3-.

(End of Clause)

I-108

252.216-7006

ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from -1- through -2-.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-109

252.217-7000

EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS

DEC/1991

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

Iraq

See Section C.

(End of clause)

I-110

252.225-7027

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of -1-, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

I-111

252.225-7043

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE  
THE UNITED STATES

MAR/2006

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

**Name of Offeror or Contractor:**

(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 -1-.

(End of clause)

I-112            52.217-4001            SEPARATELY PRICED OPTION FOR INCREASED QUANTITY            FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than -1- days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-113            52.217-4009            OPTION TO EXTEND THE TERM OF THE CONTRACT            JUN/2005  
(TACOM)

(a) The Government may extend the term of this contract by written notice to the Contractor within 120 days before the end of the last ordering year.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed -1-.

[End of Clause]

I-114            52.204-99            SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015)            AUG/2012

**Name of Offeror or Contractor:**

(DEV 2012-  
00015)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code means--

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

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

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

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- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--
- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

- (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

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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-116

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

\\*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards" <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other

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than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-117            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 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;

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(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-118            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-119            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.

(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-120            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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I-121            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-122            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).

(End of clause)

I-123            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

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(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)

**Name of Offeror or Contractor:**

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	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 (FAPIIS) 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.

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(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 FAPIIS 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).

(End of provision)

K-6	252.209-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX	JAN/2012
	(DEV 2012-	LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION	
	00004)	2012-00004)	

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act 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)

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.237-1	SITE VISIT	APR/1984
L-3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-4	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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 -1-.

(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-5	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT/2010
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(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;

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(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.

(End of Provision)

L-6            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-7            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-8            52.211-4054            PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES            MAR/1989  
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packageing as those that apply to the basic contract quantity.

L-9            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

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(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 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]

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## 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	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M-4	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(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)