

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DXS1	<b>Page</b> 1	<b>of</b> 105	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-12-R-0034		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b>	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASGA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Requisition/Purchase Number</b> SEE SCHEDULE			
<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 \_\_\_\_\_ (hour) local time \_\_\_\_\_ (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> HELEN H. SMITH	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> HELEN.H.SMITH@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-8071	<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 type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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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

DRAFT 17 AUGUST 2012

NOTICE: This is a Draft Request For Proposal (RFP) W56HZV-12-R-0034 for the Joint Logistics Integrator (JLI) Services. This announcement is NOT a Request For Proposal (RFP) and the Government is not committed to award a contract pursuant to this announcement and should not be construed as a commitment by the Government, implied or otherwise to issue a solicitation or ultimately award a contract. The purpose of this announcement is to provide Offerors with an opportunity to formulate comments and questions regarding the DRAFT RFP documents and to facilitate the proposal process by providing the requirement in advance of the Final RFP. No offers will be accepted in response to this draft RFP. The Draft RFP is provided for your advance review and is subject to change. This draft RFP is not the final document. When this Request for Proposal (RFP) becomes final, it will be made available through the Army Single Face to Industry (ASFI).

## EXECUTIVE SUMMARY:

## Introduction:

Request for Proposal W56HZV-12-R-0034 (RFP) is hereby issued by the US Army TACOM Life Cycle Management Command (LCMC) for Joint Logistics Integrator (JLI) Services for the Mine Resistant Ambush Protected (MRAP) Family of Vehicles (FOV).

The MRAP FOV provides unique survivability characteristics and includes the basic MRAP vehicle family used for Military Police, Convoy Escort and other missions; Route Clearance Vehicles (RCV); United States Special Operations Command (USSOCOM) vehicles, U.S. Marine Corps (USMC) vehicles, and vehicles operated by the U.S. Air Force and Navy.

The MRAP FOV provides enhanced capability to defeat Improvised Explosive Devices (IEDs), Vehicle Borne Improvised Explosive Devices (VBIEDs), Small Arms Fire (SAF) and underbody mines. The MRAP FOV are manufactured by several suppliers and are currently supporting U.S. Forces supporting Operation New Dawn (OND) and Operation Enduring Freedom (OEF).

The JLI effort will provide the critical logistics support for all configurations of the MRAP FOV used by U.S. Forces, as well as Other Government Agencies (OGA) and Coalition Forces (CF) using the MRAP FOV.

Additional information related to this RFP may be found at the following two websites (Please note that both websites should be reviewed as they both contain pertinent but different information).

The link to the FBO website is the following:

<https://www.fbo.gov/notices/>

The link to the PROCNET website is the following:

<http://contracting.tacom.army.mil/majorsys/JointLogInt/JLI.htm>

All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army Contracting Command-Warren (ACC-WRN)

MRAP FOV JLI PROPOSAL

Bid Lobby, Mail Stop 303

6501 E. Eleven Mile Rd.

Warren, MI 48397-5000

RFP Number: W56HZV-12-R-0034

24 September 2012, 1:00 PM ET

TO BE DELIVERED UNOPENED

(Offeror's name)

See RFP Paragraph L.1.6 for instructions on hand carrying proposals.

## Acquisition Strategy:

Solicitation W56HZV-12-R-0034 has been developed in concert with the primary managers of the MRAP FOV fleet, to include the Joint Program Office (JPO)-MRAP, to ensure joint service requirements for sustainment of the MRAP FOV are properly addressed in the Statement of Work (SOW).

## Schedule:

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The planned schedule for this solicitation is as follows:

Formal Solicitation (RFP): Mid October 2012

Proposals Due: Late November 2012

Award: Late May 2013\*\*

\*\*Specified target award date is for evaluation purposes and may be subject to further revision after receipt of proposals.

**Contract Performance Requirements:**

The contract awarded from this RFP will provide the following support for the MRAP FOV worldwide:

Supply support to include material handling services, ordering, receipt, storage, maintenance, issue and control of Class VII kits and non-expendable items.

Transportation support monitoring of movement of major and secondary items required to support the MRAP mission in the Area of Responsibility (AOR).

Support to government provided facilities for the Regional Support Activities (RSA) and MRAP Sustainment Facility (MSF).

Procurement of material and services not available within the Government supply system or other contract.

Operational planning and support at the Joint Program Office in Warren, MI and Space and Naval Warfare Systems Command (SPAWAR) operations in Charleston, SC.

**Contract Type:**

The Contract will include both Firm Fixed Price and Cost Plus Fixed Fee CLINs. Specifically, the Phase-in CLIN will be Firm Fixed Price, and all Contractor Logistics Sustainment Support Operational Readiness CLINs will be Cost Plus Fixed Fee Level of Effort (LOE).

The contract will be a one year effort with two option years:

Phase-In:	3 months
Early Operational Readiness:	Overlaps with Phase-in
Operational Readiness - Base Period:	9 months
Operational Readiness Option Years 1-2:	12 months (each option)

A maximum quantity of 2,127,952 Level of Effort man hours are available to be awarded over the life of the contract.

Payment of fee for the LOE hours shall occur in accordance with the provisions listed in H.1.6. No Fee will be applied to Material, Travel and Other Direct Costs.

**Performance Locations:**

The locations where services will be provided under this contract have been broken into three worldwide geographical areas:

OCONUS/AOR (Area of Responsibility): Afghanistan and Kuwait (at award of contract the predominance of the work will be in the AOR).

CONUS (Contiguous United States): Various locations. Please note Hawaii is considered OCONUS

**Acquisition Description:**

The Contractor shall provide the Contractor Logistics Sustainment Support services as described in Section C, SOW, of this solicitation. The Period of Performance will cover the timeframe that Early Operational Readiness (EOR) (if proposed) begins through the conclusion of the base Operational Readiness period.

The contract will consist of two (2) contract types: a Firm Fixed Price Phase-In period and, if proposed, a Cost Plus Fixed Fee Early Operational (EOR) Readiness period. Phase-In/EOR shall not exceed 90 days. The contract also includes a CPFF Operational Base Option Period of nine months, and two (2) CPFF OR Option periods. These phases are further described below.

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a)Phase-in Period (FFP): This period begins at Contract Award shall not exceed 90 days after award.

b)Early Operational Readiness (EOR) Period (CPFF): To the extent that EOR is proposed by the Offeror, the beginning of this period is defined by the Offeror and will end 90 days after award. The beginning of this period is equivalent to the first day after the first employee has arrived at their duty location and completed the transition with the incumbent personnel.

c)Operational Readiness (OR) Base Period (CPFF): This nine (9) month period begins at the end of the Phase-in Period (91 days after award).

d)Operational Readiness (OR) Option Periods(CPFF): This period begins after the Operational Readiness Base Option Period ends and covers two (2) each 12 month Option periods.

The Phase-In Period will be Firm Fixed Price and should include all costs necessary to complete the phase-in requirements as defined in the SOW. Phase-in is the effort required to provide the necessary personnel to the locations specified in the RFP. Phase-in must be completed 90 days after award. The solicitation does allow Offerors to propose Early Operational Readiness (EOR) prior to the end of the 90 day Phase-In period. EOR allows for the contractor to begin performing all tasks as outlined in the SOW that are not related to the Phase-in scope of work. The personnel required to phase-in, and if proposed, begin performing under EOR, do not have to be proposed all on one date. The transition of personnel from Phase-in to EOR can occur on a rolling basis subject to the limitations found in this RFP. As Phase-In is completed for each employee, and EOR (or Operational Readiness Base Option if EOR is not proposed), begins the contract type will be transitioned for that employee from the FFP Phase-in to a Cost Plus Fixed Fee Term Form, also described as a Level of Effort, (CPFF LOE) arrangement.

The contractor will face constraints in its ability to phase-in employees to the AOR. These constraints include, but are not limited to:

Individual Replacement Deployment Operation (IRDO) or L.3.4  
Government transportation throughput constraints

These constraints relate to the ability to timely process significant quantities of personnel through the above activities in order to support the 90 day phase-in requirement.

**Evaluation Factors for Award**

A formal Best Value source selection will be conducted. Award will be made on a FAR Part 15 Source Selection Trade-off basis to the Offeror whose proposal represents the best overall value to the Government.

The evaluation factors are as follows:

Personnel Strategy  
Cost/Price  
Experience  
Small business participation

Personnel Strategy is equal to Cost/Price. Cost/Price is more important than Experience. Experience is more important than Small Business Participation. Taken together, Personnel Strategy, Experience and Small Business Participation are more important than Cost/Price.

**Evaluation of Cost/Price and Personnel Strategy Factors:**

For the purposes of Offeror proposal preparation and Government evaluation under the Cost/Price and Phase-In factor evaluations, it is assumed the award from this RFP will result in staffing of personnel in the AOR, CONUS and OCONUS, as specified in Attachments 32 (Initial Staffing Matrix). Please note this is for evaluation purposes and the final staffing levels may be subject to change.

**Important Considerations:**

- Phase-in period is 90 days. However Offerors may propose to phase-in earlier than three months to commence Early Operational Readiness during the 90 day phase in period.
- Work will be located principally at Government sites (all efforts in the AOR will be performed at Government locations).
- With some exceptions in Kuwait, all facilities and equipment, transportation to and within the AOR, housing in the AOR, and meals in the AOR will be provided by the Government.
- All employees require a Common Access Card (CAC).
- In the AOR, the contractor shall perform services 12 hours per day/7 days per week in Afghanistan and 12 hours per day/6 days

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per week in Kuwait. In CONUS, the contractor shall perform services 8 hours per day/5 days per week.

- Note that certain attachments to the RFP have limited distribution and/or export controlled statements in accordance with DoD Directive, Distribution Statements on Technical Documents.

- Local Nationals (LNs) and Third Country Nationals (TCNs) may not be used to fill positions on this contract.

## PRE-SOLICITATION CONFERENCE

As publicized, the Government will conduct a pre-solicitation (Industry Day) conference. Details for the conference can be found at the following website:

<http://contracting.tacom.army.mil/majorsys/JointLogInt/JLI.htm>

As a result of discussions during Industry Day, the Government may incorporate changes to the final RFP. This published final RFP shall govern in the event of a conflict with information provided in the draft RFP or any information provided at the Industry Day conference.

## IMPORTANT NOTIFICATION:

Reference Section L.2.8

The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), apply to any award under this RFP. A potential conflict of interest has been identified with the prime contractor of Contractor Logistics Sustainment and Support (CLSS) for the Mine Resistant Ambush Protected Family of Vehicles (MRAP FOV), ManTech Telecommunications and Information Systems Corporation under contract W56HZV-12-C-0127. The reason for this potential OCI is that the CLSS prime contractor provides maintenance services and the JLI contractor will monitor and report on this performance while executing this contract which may result in a contractor being unable to render unbiased reporting.

CONTROLLED UNCLASSIFIED INFORMATION

MRAP FOV JLI attachments may be accessed through registration at Federal Business Opportunities (fbo.gov). Registration requires a valid CAGE code that is not currently on the Excluded Parties List (EPLS.)

The Government will maintain the attachments at the FedBizOpps website until the closing date for submission of proposals.

Additional information on handling controlled unclassified information can be found at the following:

<http://contracting.tacom.army.mil/majorsys/JointLogInt/JLI.htm>

Controlled Unclassified Information(CUI)Request Procedures: This RFP contains CUI that will only be sent to offerors upon an approved request. The below Attachments and Exhibits contain CUI:

Attachment 0001 MANPOWER DISTRIBUTION SPREADSHEET  
Attachment 0002 PERSTAT REPORTING SOP  
Attachment 0005 JPO MRAP POLICY MEMORANDUM  
Attachment 0006 JPO MRAP DEPLOYMENT SOP  
Attachment 0008 DD 254  
Attachment 0009 MRAP SECURITY CLASSIFICATION GUIDE  
Attachment 0010 JPO COMMON ACCESS CARD (CAC) APPROVAL POLICY  
Attachment 0012 MRAP PROGRAM PROTECTION PLAN  
Attachment 0013 MRAP JPO PROPERTY BOOK SOP  
Attachment 0015 JLI ODC PCO CONSENT PACKAGE GUIDANCE  
Attachment 0017 MRAP SOP LOG EXECUTION OF CONTRACTUAL ACTIONS  
Attachment 0018 QUALITY ASSURANCE SURVEILLANCE PLAN  
Attachment 0021 MRAP RETROFIT SOP  
Attachment 0023 MRAP STRATEGIC THEATER IT COMMUNICATIONS PLAN  
Attachment 0028 LRAS SOP FLOW CHART  
Attachment 0030 SAMPLE LOG READINESS COP  
Attachment 0032 INITIAL STAFFING MATRIX

Any CUI material held by an Offeror not awarded the MRAP FOV JLI contract shall be destroyed in accordance with the Controlled Unclassified Information document provided with the CUI information 30 days after award of the MRAP JLI FOV contract or cancellation of this RFP. In addition, note that certain attachments to the RFP have limited distribution and or export controlled statements in accordance with DoD Directive, Distribution Statements on Technical Documents. The most restricted level of distribution on CUI is Distribution Statement D.

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Offerors must also state in their request that the Offeror in possession of the documents will comply with the handling requirements of DoDD 5230.24 and DoDD 5230.25.

Requests for CUI documents must be made to the Contract Specialist via e-mail at [helen.h.smith.civ@mail.mil](mailto:helen.h.smith.civ@mail.mil) with the Subject [Name of Requesting Firm-Request for MRAP FOV JLI CUI Documentation]. A signed Nondisclosure Agreement (NDA) must be submitted with each request. The NDA and additional information on handling controlled unclassified information can be located at the following:

<http://contracting.tacom.army.mil/majorsys/JointLogInt/JLI.htm>

Requests must completely address all information identified above. Incomplete requests will not be considered. The Government reserves the right to request additional information as required. Requests for any CUI must clearly state:

- The Company Name and Mailing Address (must match CAGE code address)
- CAGE Code
- Point of Contact (POC) with Telephone Number(s), Datafax Number, and electronic mail Address

Offerors approved to receive the CUI documents will receive an electronic mail from the Contract Specialist confirming approval of the request.

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

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 (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the 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:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12R0034](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0034)

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

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

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

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

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the

**Name of Offeror or Contractor:**

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 AFSA 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.

(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 <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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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(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>

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]

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**Name of Offeror or Contractor:**

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 Performance Under FFP, CPFF LOE and Cost CLINs

B.1.1 A description of the CLIN type per period is as follows.

B.1.2. Phase-In Period CLIN: The Phase In Period will be awarded as a Firm Fixed Priced CLIN. Phase In shall begin at the time of Contract award and shall not exceed 90 days after award.

B.1.3 Early Operational Readiness (EOR) Period CLIN: The beginning of this period is defined by the Contractor and shall not exceed 90 days after award. If proposed, the EOR Period will be awarded as Cost Plus Fixed Fee Term Form, also described as Level-of-Effort (CPFF LOE) CLIN(s). The labor hours, labor rates, fixed fee, labor skill mix and performance locations associated with this period will be in accordance with the Contractors proposal, Attachment 36 and Attachment 37. Material, travel and Other Direct Costs (ODCs) for this period will be reimbursed as cost no fee under Cost CLIN(s).

B.1.4 Operational Readiness (OR) Base Period CLIN: The OR Base Period will be awarded as CPFF LOE CLIN and will begin after Phase In is complete (91 days after award). The Government will specify the labor hours, skill mix and performance locations during the OR Base Period. Labor rates and fixed fee shall be IAW the data provided in Attachment 36. Material, travel and ODCs for this period will be reimbursed under Cost CLIN(s). The Material, travel, and ODCs will be estimated by the Government and inserted into the CLIN. The contractor will invoice their actual costs incurred in accordance with the terms and conditions of the contract.

B.1.5 Operational Readiness (OR) Option Period CLINs: The OR Option Periods will be awarded as CPFF LOE CLINs. There are two possible OR option periods. The OR Option Periods begin after the OR Base Option Period ends (366 days after contract award) and run through 1,007 days after contract award. The Government will specify the labor hours, skill mix and performance locations during the OR Option Period(s). Labor rates and fixed fee shall be IAW the data provided in Attachment 36. Material, travel and ODCs for this period(s) will be reimbursed under Cost CLIN(s). The Material, travel, and ODCs will be estimated by the Government and inserted into the CLIN. The contractor will invoice their actual costs incurred in accordance with the terms and conditions of the contract.

B.2 Execution of the resulting contract shall be conducted as follows:

The initial award will be priced in accordance with L.4.3. All subsequent awards will be priced in accordance with the following:

a. The estimated cost and fixed fee for Early Operational Readiness, Operational Readiness Base and Operational Readiness Option CLINs shall be calculated from the labor rates found in the tab "Contract Administration" in Attachment 36. The total estimated cost for each CLIN will then be calculated by summing the hours required by the Government separately by place of performance (Afghanistan, Kuwait, CONUS) and multiplying these sums for each place of performance by the Est. Cost Rate Per Hour in columns D, H, and L respectively. These three estimated cost totals (Afghanistan, Kuwait, CONUS) will be summed to calculate the total estimated cost of each CLIN. The fixed fee shall be calculated from the "Contract Administration" tab as shown in Attachment 36. The total fixed fee for each CLIN will then be calculated by summing the hours required by the Government separately by place of performance (Afghanistan, Kuwait, CONUS) and multiplying these sums for each place of performance by the Fixed Fee Per Hour in columns E, I, and M respectively. These three fixed fee totals (Afghanistan, Kuwait, CONUS) will be summed to calculate the total fixed fee for each CLIN.

## Note:

If Administrative and Clerical hours are charged direct, entries shall be made in the corresponding Admin and Clerical cells found in tab LABOR (Prime). If Administrative and Clerical hours are not charged direct, no entries shall be made in the corresponding Admin and Clerical Cells.

b. The estimated total cost (no fee) for material, by Performance Period and Program, shall be determined by extending the Government estimated material by the burden factors contained within the MATERIAL (Prime) tab of attachment 36, specifically material handling, G&A, and FCCM, if proposed.

c. The estimated total cost (no fee) for ODC and Travel, by Performance Period and Program, shall be determined by extending the Government estimated ODC and travel dollars by the burden factors contained within the ODC (Prime) and "Travel (Prime)" tabs, specifically, G&A, and FCCM, if proposed.

\*\*\* END OF NARRATIVE B0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
1001	<p>MRAP PHASE IN (FFP)</p> <p>Offerors shall insert their prices for Section B in the Pricing Spreadsheet (Attachments 36 and 37).</p> <p>This CLIN structure is notional and may change subject to funding.</p> <p>(End of narrative A001)</p>														
1001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MRAP PHASE IN (FFP)</p> <p>Services performed under this CLIN shall be in accordance with the following Performance Work Statement References: C.4, and C.4.1</p> <p>The estimated cost offered for this CLIN shall include the price for all Contract Data Requirements List (CDRL) Deliverables.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1312 760 1396"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> </tr> <tr> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td>TBD</td> </tr> </tbody> </table> <p>Period of performance: XX March 2013 and shall not exceed 90 days after award</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	DATE		001	0		TBD				\$ _____
DLVR SCH	PERF COMPL														
REL CD	QUANTITY														
DATE															
001	0														
	TBD														
1002	<p>MRAP EOR LABOR (CPFF LOE)</p> <p>Services performed under this CLIN shall be in accordance with the Performance Work Statement.</p> <p>The estimated cost offered for this CLIN shall include the price for all Contract Data Requirements</p>														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
1002AA	<p>List (CDRL) Deliverables.</p> <p>(End of narrative A001)</p> <p><u>SERVICES LINE ITEM</u> _____ \$ _____</p> <p>NOUN: MRAP EOR LABOR (CPFF LOE)</p> <p>CONUS</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>KUWAIT</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>AFGHANISTAN</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u></td> <td></td> </tr> <tr> <td>001                      0                      TBD</td> <td></td> </tr> </table> <p>Period of performance: XX March 2013 and shall not exceed 90 days after award</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001                      0                      TBD					
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001                      0                      TBD											
1003	<p>MRAP EOR MATL, TRAVEL, ODC</p> <p>Services performed under this CLIN shall be in accordance with the Performance</p>										

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
1003AA	<p>Work Statement</p> <p>(End of narrative A001)</p> <p><u>SERVICES LINE ITEM</u> _____</p> <p>NOUN: MRAP EOR MATL, TRAVEL, ODC</p> <p>Cost No Fee</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH  <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>PERF COMPL</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>TBD</td> <td></td> </tr> </table> </p> <p>Period of performance: XX March 2013 and shall not exceed 90 days after award</p> <p>(End of narrative F001)</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>PERF COMPL</u>	<u>DATE</u>	001	0	TBD					\$ _____
<u>REL CD</u>	<u>QUANTITY</u>	<u>PERF COMPL</u>	<u>DATE</u>										
001	0	TBD											
1004	<p>MRAP OR BASE LABOR (CPFF LOE)</p> <p>Services performed under this CLIN shall be in accordance with the Performance Work Statement.</p> <p>The estimated cost offered for this CLIN shall include the price for all Contract Data Requirements List (CDRL) Deliverables.</p> <p>(End of narrative A001)</p>												
1004AA	<p><u>SERVICES LINE ITEM</u> _____</p> <p>NOUN: MRAP OR BASE LABOR (CPFF LOE)</p> <p>CONUS</p>				\$ _____								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	Estimated Cost:\$ Fixed Fee: \$ Total Cost Plus Fixed Fee : \$  KUWAIT  Estimated Cost:\$ Fixed Fee: \$ Total Cost Plus Fixed Fee : \$  AFGHANISTAN  Estimated Cost:\$ Fixed Fee: \$ Total Cost Plus Fixed Fee : \$  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>27-MAR-2014</td> </tr> </table> Period of performance: 90 days after award through 27 March 2014  (End of narrative F001)	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-MAR-2014				
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-MAR-2014												
1005	MRAP OP READ BASE MAT/TRV/ODC  Services performed under this CLIN shall be in accordance with the Performance Work Statement  (End of narrative A001)													
1005AA	<u>SERVICES LINE ITEM</u>  NOUN: MRAP OP READ BASE MAT/TRV/ODC				\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Cost No Fee</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 0 27-MAR-2014</p> <p>Period of performance: 90 days after award through 27 March 2014</p> <p>(End of narrative F001)</p>				
2001	<p>MRAP OR OPT YR 1 (CPFF LOE)</p> <p>Services performed under this CLIN shall be in accordance with the Performance Work Statement.</p> <p>The estimated cost offered for this CLIN shall include the price for all Contract Data Requirements List (CDRL) Deliverables.</p> <p>(End of narrative A001)</p>				
2001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MRAP OR OPT YR 1 (CPFF LOE)</p> <p>CONUS</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>KUWAIT</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>AFGHANISTAN</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001      0      27-MAR-2015</p>				
2002	<p>MRAP OR OPT 1 TRVL, MAT, ODC</p> <p>Services performed under                      this CLIN shall be in accordance                      with the Performance                      Work Statement</p> <p>(End of narrative A001)</p>				
2002AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MRAP OR OPT 1 TRVL, MAT, ODC</p> <p>Cost No Fee</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001      0      27-MAR-2015</p>				\$ _____
3001	<p>MRAP OR OPT YR 2 (CPFF LOE)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
3001AA	<p>Services performed under this CLIN shall be in accordance with the Performance Work Statement.</p> <p>The estimated cost offered for this CLIN shall include the price for all Contract Data Requirements List (CDRL) Deliverables.</p> <p>(End of narrative A001)</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MRAP OR OPT YR 2 (CPFF LOE)</p> <p>CONUS</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>KUWAIT</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>AFGHANISTAN</p> <p>Estimated Cost:\$                      Fixed Fee: \$                      Total Cost Plus Fixed Fee : \$</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1701 779 1795"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>27-MAR-2016</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-MAR-2016				<p>\$ _____</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-MAR-2016												
3002	MRAP OR OPT 2 TRVL, MAT, ODC													

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-12-R-0034 MOD/AMD

Name of Offeror or Contractor:

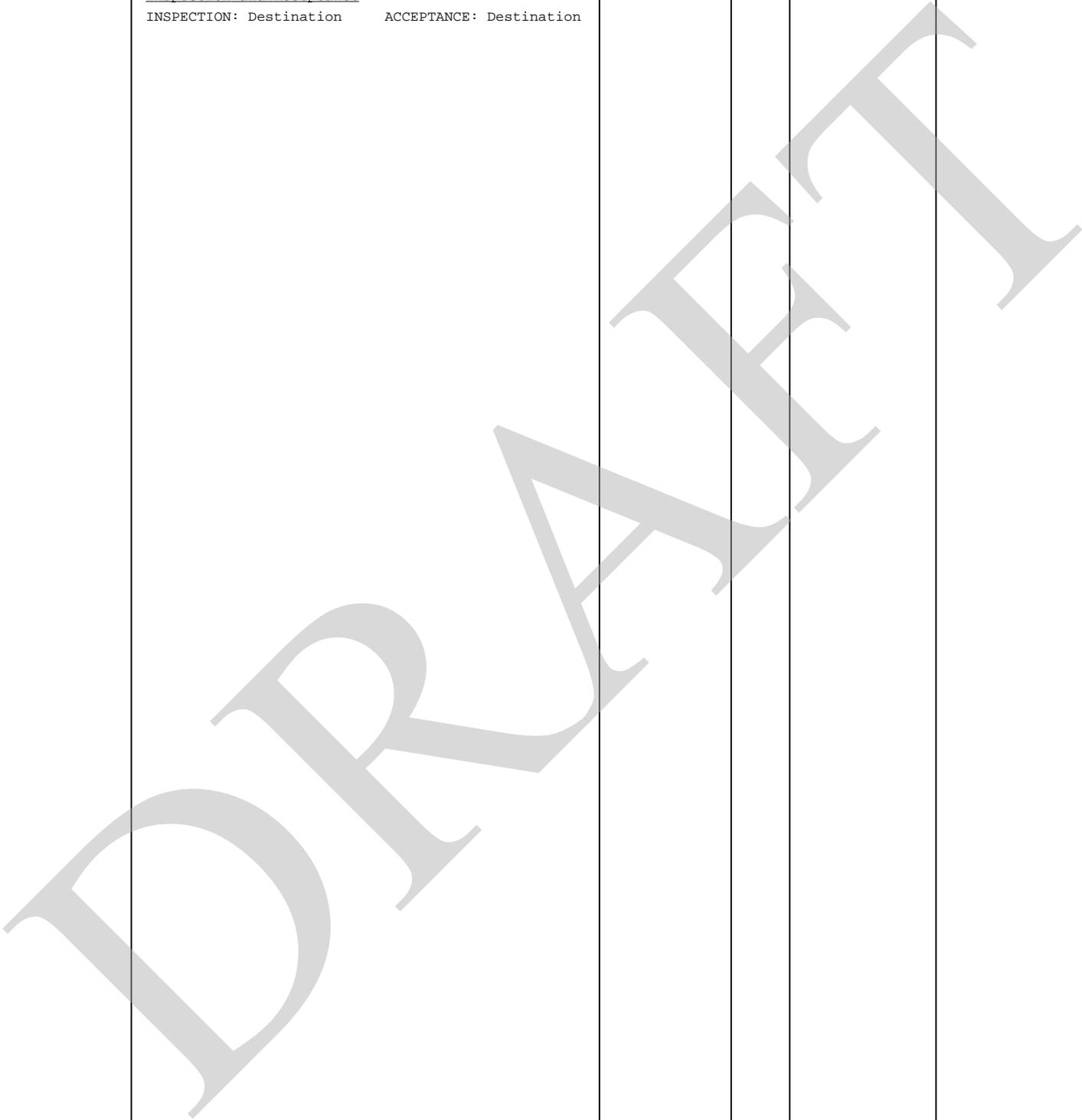
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
3002AA	<p>Services performed under this CLIN shall be in accordance with the Performance Work Statement</p> <p>(End of narrative A001)</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MRAP OR OPT 2 TRVL, MAT, ODC</p> <p>Cost No Fee</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1024 771 1102"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>0</td> <td></td> <td>27-MAR-2016</td> </tr> </tbody> </table>	DLVR SCH	REL CD	QUANTITY	PERF COMPL	DATE		001	0		27-MAR-2016				\$
DLVR SCH	REL CD	QUANTITY	PERF COMPL	DATE											
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4000	<p><u>DATA ITEM</u></p> <p>The contractor will prepare and deliver data submissions in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (Appendix B), Sequence Numbers A001 through A071</p> <p>A001 Reserved                      A002 Drug-Free Work Force Plan                      A003 Reserved                      A004 Contractor Acquired Property (CAP) not acquired through SAMS-E                      A005 Daily PERSTAT Report                      A006 Contractor's Annex to the MRAP OPESC Plan                      A007 OPSEC Training Status Report                      A008 Program Management Plan                      A009 Program Protection Plan Certification                      A010 Phase-In Plan                      A011 Monthly Contractor Cost and Performance Report                      A012 Reserved                      A013 Weekly Status Telecoms                      A014 Weekly Supply Telecoms                      A015 Monthly In-Process Review (IPR) Meetings                      A016 Reserved                      A017 SAMS-E Continuity of Operation Plan (COOP)</p>			\$ ** NSP **	\$ ** NSP **										

## Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A018	Quality Control Program Plan				
A019	Quality Assurance Meetings (QAMs)				
A020	Monthly Facilities Support Report				
A021	Safety and Occupational Health Plan				
A022	HAZMAT Plan				
A023	Pollution Prevention Program Plan				
A024	Reserved				
A025	Job Hazards Assessments				
A026	HAZCOM Communication Program				
A027	Manpower Tracking Data Scrub Report				
A028	Serious Incident Reports (SIR)/Commander's Critical Incident Reports (CCIR)				
A029	LOG Readiness Common Operating Picture (COP)				
A030	Operations Cell Weekly Report of Activities				
A031	Track pending and open Safety of Uses Messages (SOUMs), Safety Assessment Reports (SARs)				
A032	Reserved				
A033	Reserved				
A034	Reserved				
A035	Program Information Capture Plan				
A036	Reserved				
A037	Reserved				
A038	Reserved				
A039	Supply Stock Inventory List Report				
A040	Annual Inventory of Supply Stocks				
A041	Supply Support Activities Report				
A042	Transportation Tracking Report				
A043	Weekly Performance and Maintenance Operations Reports				
A044	Reserved				
A045	MRAP Tracking Database				
A046	Vehicle Distribution and Re-distribution Status				
A047	Reserved				
A048	Retrofit Report				
A049	Reserved				
A050	Retrofit Supply Report				
A051	Local Site Report				
A052	Reserved				
A053	Reserved				
A054	Reserved				
A055	Weekly Fielding, Training and Manpower Report				
A056	Reserved				
A057	Inventory Management Report				
A058	Synchronized Pre-deployment & Operational Tracker (SPOT)				
A059	Reserved				
A060	Reserved				
A061	Reserved				
A062	Shop Supply Listing Report				
A063	Start of Work Meeting Minutes				
A064	PCO Consent Package Guidance				
A065	LRAS Tracker				
A066	JPO Forward LRAS Working Group Agenda				
A067	Reserved				
A068	Reserved				
A069	Information Assurance Plan				
A070	Information Assurance Annual Training Certification				
A071	Contractor Weekly Quality Reporting				
	(End of narrative B001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>				



**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor shall meet the requirements of the Performance Work Statement set forth in Section J (Attachment 34) attached hereto and made part of this document.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.204-4600	CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM	APR/2007
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The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent\* (TA), unless there are extenuating circumstances approved by the Contracting Officer's Representative (COR) or Contracting Officer. \*The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require local access to a government computer network. This can be done by going to \\*HYPERLINK "http://www.us.army.mil" and registering as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firm's single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoD's Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at TBD before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at \\*HYPERLINK "https://www.dmdc.osd.mil/appj/cvs/index.jsp" provides RAPIDS locations).

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractor's applicant via email of one of the following:

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (\\*HYPERLINK "http://www.dmdc.osd.mil/rsl/owa/home" provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information or correction to the application required by the contractor employee.

\*The contractor will maintain records of all approved and rejected applications.

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

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MOD/AMD

**Name of Offeror or Contractor:**

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individual's contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquiries (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at \\*HYPERLINK "<https://www.us.army.mil/suite/portal/index.jsp>"<https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at [iacacpki.helpdesk@us.army.mil](mailto:iacacpki.helpdesk@us.army.mil) or 703-545-2000.

(End of Clause)

C-3            52.209-4020            ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT            JUN/2012  
(TACOM)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at \\*HYPERLINK "<https://atlevel1.dtic.mil/at>"<https://atlevel1.dtic.mil/at>.

C-4            52.209-4022            iWATCH TRAINING            JUN/2012  
(TACOM)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

C-5            952.222-0001            PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,            AUG/2011  
(C3)            AND WITHHOLDING OF EMPLOYEE PASSPORTS

(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.

**Name of Offeror or Contractor:**

(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-6 952.225-0003 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

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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/ratesify2011.html> (change fiscal year as applicable).

(End of clause)

C-7            952.225-0005        MONTHLY CONTRACTOR CENSUS REPORTING            AUG/2011  
(C3)

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

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

(End of Clause)

C-8            952.225-0009        MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED            DEC/2011  
(C3)            EMPLOYEES

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

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

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

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

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

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

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

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

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

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

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production

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

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

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

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

(End of Clause)

C-9            52.204-4020            ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES            JUN/2012  
(TACOM)

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

(End of Clause)

C-10            52.204-4021            CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION            JUN/2012  
(TACOM)            SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-11            52.204-4022            REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN            JUN/2012  
(TACOM)

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

C-12            52.209-4021            ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR            JUN/2012  
(TACOM)            PERSONNEL TRAVELING OVERSEAS

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training

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specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

C-13      52.209-4023      OPSEC TRAINING REQUIREMENT      JUN/2012  
(TACOM)

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

C-14      52.209-4024      INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING      JUN/2012  
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(End of Clause)

C-15      52.237-4000      CONTRACTOR MANPOWER REPORTING (CMR)      FEB/2007  
(TACOM)

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

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

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As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

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## 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	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

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

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 PERIOD OF PERFORMANCE

The total period of performance for this contract , if all opitons are exercised, is three (3) years, to include a three (3) month Phase-In period (which will include the Early Operational Readiness (EOR) period, if proposed), a nine(9) month Operational Readiness (OR) Base period, and two (2) 12 month Operational Readiness Option periods.

F.1.1 The period of performance for the Phase-In, including Early Operational Readiness (if proposed) is no more than 90 days from the date of contract award.

F.1.2 The Operational Readiness Base period begins 91 days after contract award and shall not exceed a period of nine (9) months.

F.1.3 Operational Readiness Option Periods:

- a) Option Period 1 is 366 days after contract award through 731 days after contract award
- b) Option Period 2 is 732 days after contract award through 1,097 days after contract award
- c) Option Period 3 is 1,098 days after contract award through 1,463 days after contract award

The option periods above are based on the target award date of 21 May 2013. Please note, the Option periods will be dependent on the actual award date and are subject to change.

\*\*\* END OF NARRATIVE F0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-3	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008

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## SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Primary COR  
Name: Derek West  
E-mail: derek.j.west2.civ@mail.mil

Secondary COR  
Name: Sandra Abraham  
E-mail: sandra.l.abraham.civ@mail.mil

Secondary COR  
Name: Lisa Nicholls  
E-mail: lisa.c.nicholls.civ@mail.mil

## KUWIAT

Secodary COR  
Name: Shimeka Goston  
E-mail: shimeka.n.goston.civ@mail.mil

Secondary COR  
Name: TBD  
E-mail: TBD

## AFGHANISTAN

Secodary COR  
Name: TBD  
E-mail: TBD

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD  
E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 LEVEL OF EFFORT (COST REIMBURSEMENT)

H.1.1 The maximum total of labor hours to be ordered under this contract is 3,209,642 labor hours including all option hours if exercised. The total composition of the labor hours by labor category is provided in Attachment 32 (Initial Staffing Matrix).

H.1.2 During the life of the contract, including the EOR, OR Base and OR Option Period 1 and Option Period 2 (if exercised) the Government may award CLINs up to the maximum number of labor hours 3,209,642. During the life of this contract, the Government has the unilateral right to increase the number of labor hours, material, travel, and other direct costs (ODCs) for the various CLINs. An increase in the number of hours may require an increase in personnel.

The Government has the unilateral right to increase the number of labor hours, materials, travel and ODCs throughout the life of the contract. The increase to labor hours, materials, travel or ODCs will be executed by issuing modifications to the contract. If the Government exercises a modification for additional hours that will require additional personnel, the contractor shall ensure that personnel are available for CRC (if deploying) or have arrived at the performance location (if going to CONUS/OCONUS locations) within 45 days of exercising the option.

H.1.3 Expenditure of labor hours in excess of the quantity specified in the CLIN(s) is not allowed except as authorized by the PCO through formal contract action.

H.1.4 The CLINs will be associated with Attachment 32, which will specify the required labor categories, labor hours, and performance locations by country. The PCO is the only authorized Government representative to change the requirements as set forth in Attachment 32. The COR shall identify the specific performance locations within each country. The COR is authorized to modify performance locations within each country (e.g. move personnel from one location in Afghanistan to a different location within Afghanistan), but changes from one country to another (e.g., move personnel from Afghanistan to Kuwait) shall only occur with PCO authorization via contract modification.

H.1.5 The Government will estimate the cost of the labor hours per CLIN using the labor rates provided in Attachment 36 for each of the labor categories, performance locations and hours specified in Attachment 32.

H.1.6 To determine the total fixed fee per CLIN, the Government will multiply the calculated Fixed Fee rate per hour found in Attachment 36 by the amount of hours required in Attachment 32. Please note this Fixed Fee rate per hour is a composite fixed fee rate and will not be adjusted to account for the specific mix of labor categories required in Attachment 32. Total fixed fee per CLIN will be established at the time hours are executed. Hours in Attachment 32 are subject to increase or decrease during the performance of this contract. For decreases in hours, see H.2.3.

H.1.7 The Government will award CLIN(s) for material, travel and ODCs required for the applicable period of performance. These costs will be non-fee bearing and will be based on the Governments estimates of the costs required for the applicable period of performance for the associated labor CLIN(s).

H.1.8 The estimated cost and fixed fee for labor hours and the estimated costs for material, travel and ODCs under each CLIN are based upon the assumption that the Contractor will perform the maximum level of effort specified at the CLIN level during the period of performance for the period under which the labor hours are awarded.

H.1.9 For labor hours exercised in the base period, the negotiated labor rates and associated fee for each labor category for the base period apply. For labor hours exercised in the option period, the negotiated labor rates and associated fee for each labor category for the option period apply.

H.2 If Contractor performance is considered satisfactory by the Contracting Officer, the fixed fee is payable at the expiration of the period(s) of performance as set forth in the applicable CLIN upon Contractor certification that the quantity of labor hours specified in the contract has been expended in performing the contract work. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I general provision entitled FIXED FEE, FAR 52.216-8. However, the Contractor may incrementally invoice its fixed fee at the ratio of estimated cost to actual costs incurred. EXAMPLE: if the estimated cost is \$100 and the fixed fee is \$10 and the Contractor submits an invoice for \$50, it may also submit an invoice for \$5 of fixed fee.

H.2.1 The creation of additional CLINs may become necessary as the mission evolves. This will be done via formal contract action and existing labor rates shall be used for cost estimates.

H.2.2 FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded CLINs. Nothing in H.5 amends the rights or responsibilities of the parties hereto under FAR Clause 52.232-20. In addition, the notifications required by clause H.5 are separate and distinct from any specified in FAR Clause 52.232-20.

H.2.3 The Contractor is entitled to fee on hours expended only regardless of the hours awarded on contract. In the event that the Government decides to decrease the amount of funded labor hours on the contract or less than one hundred (100%) percent of the established level of effort of the contract is actually expended by the completion date of the contract the Government shall effect a

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reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision) as follows:

Fee dollars reduction = Fee dollars x (1 - Actual LOE/Total Estimated LOE)

**H.2.4 Effort Performed**

H.2.4.1 The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

H.2.4.2 The level of effort the Contractor expects to incur in the next 60 days will exceed seventy-five (75%) percent of the level of effort established for each funded CLIN; or

H.2.4.3 The level of effort required to perform the period of performance will be greater than or substantially less than had been previously estimated for that period.

H.2.4.4 As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform through the completion of the period of performance. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

H.2.4.4.1 Within thirty days after completion of the work under each CLIN, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- a. The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in Attachment 12, including the identification of the key employees utilized;
- b. The Contractor's estimate of the total allowable cost incurred under the CLIN, and
- c. In the case of a cost under run, the amount by which the estimated cost of the CLIN may be reduced to recover excess funds.

H.2.4.5 In the event that the actual labor performed is expected to exceed the established labor hours on each CLIN, but the actual labor is not expected to exceed the estimated cost of the CLIN, the Contractor, subject to PCO approval, shall be entitled to cost reimbursement for actual hours expended, not to exceed the CLINs estimated cost. The Contractor shall not be paid fixed fee, however, on the expended labor hours in excess of the labor hours established by the CLIN. This understanding does not supersede or change the ability of the Contractor and Government to agree to change the established hours on the established hours on the CLIN with an equitable adjustment on both cost and fee. This adjustment would be via formal contract modification as directed by the PCO.

**H.2.4.6 Reserved**

The COR may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

**H.3 REDUCTION IN THE LEVEL OF EFFORT**

H.3.1 In accordance with Government drawdown strategy for Operation Enduring Freedom and support operations, the Government reserves the right to make appropriate adjustments in manpower to include reduced operating locations, personnel, vehicles, and contractor support.

H.3.2 Notwithstanding 952.225-0016, Contractor Demobilization Afghanistan, In the event the contractor is required by the Contracting Officer to reduce personnel levels, or demobilize, the Contracting Officer will provide specific direction on how the demobilization will be accomplished. The demobilization will be initiated via contract modification which will provide the specific direction and means of payment to complete the demobilization.

**H.4 OPTIONS**

H.4.1 Option to Exercise Additional Hours: The exercise of additional hours may occur in the base period and/or option period. In no event shall the exercise of option hours in both the base and option periods exceed 3,209,642 labor hours.

H.4.1.1 A pool of 3,209,642 hours is established (see H.1.1), which represents the cumulative amount of hours available for the life of the contract. The Government may utilize the available pool of hours at any time from DACA until the total available hours are expended

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or expiration of the period of performance, whichever occurs first.

Note: The option hours indicated in Attachment 36 per period are for evaluation purposes only. There is no limitation on the amount of hours the Government may call up per period; however the total option hours cannot exceed 3,209,642.

H.4.1.2 If the Government increases the hours and the added hours require an increase in personnel during the Phase-in or EOR period, those hours will be executed under the OR Base CPFF CLIN.

H.4.2 The Government may unilaterally exercise the option in any increment at any time after contract award if necessary to meet mission requirements.

H.4.3 Option to Extend the Contract: In accordance with the option clause 52.217-9, Option to Extend the Term of the Contract, the Government has the unilateral right to extend the contract by up to the nine month option period (for a total contract period of performance of fifteen months). The Government may exercise its unilateral right to extend the period of performance any time before, but not later than 30 days prior to the end of the current contract period of performance.

H.5 Billing. Any cost billed in excess of Department of State Danger Pay Allowance and Post Hardship Differential during the performance of this contract is expressly unallowable.

H.6 Reserved

H.7 Small Business Subcontracting Plan. Achievement of Subcontracting Goals in the Small Business Subcontracting Plan (FAR 52.219-9) - Not applicable to U.S. Small Business Concerns. The subcontracting goals in the Small Business Subcontracting Plan (FAR Clause 52.219-9) of this contract will be regularly and thoroughly monitored for achievement by the Contracting Officer for the duration of the contract. Regarding the subcontracting goals in the Small Business Subcontracting Plan, the Contracting Officer may institute corrective measures, as provided for under the contract, if the contractor's performance against one or more of the subcontracting goals is determined, at any point in the life of the contract, to be unjustifiably inadequate.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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

Third-Country National (TCN) Employees

- |   |   |   |
|---|---|---|
| <input checked="" 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     |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-12-R-0034

MOD/AMD

**Name of Offeror or Contractor:**

- Badge
- Commissary
- Dependents Authorized
- Military Clothing
- Military Exchange
- Embassy Air\*\*\*
- All
- None
- Embassy Clinic

Local National (LN) Employees

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

\*CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

\*\*\*\* Applies to US Embassy Life Support in Afghanistan only

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

(End)

H-3 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (C3)

DEC/2011

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENCOM, 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 USCENCOM 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 USCENCOM 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

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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  
(C3)

DEC/2011

(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)

H-5 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN  
(C3)

AUG/2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

H-6 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) AUG/2011  
(C3)

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

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

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

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

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

(End of Clause)

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H-7            52.204-4005            REQUIRED USE OF ELECTRONIC CONTRACTING            SEP/2004

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
 Red River Army Depot: <https://acquisition.army.mil/asfi/>  
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

H-8            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.

**Name of Offeror or Contractor:**

**DRAFT**

## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.216-8	FIXED FEE	JUN/2011
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-33	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-34	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-35	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-36	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-40	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-46	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-49	52.232-17	INTEREST	OCT/2010
I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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I-57	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-58	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-59	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-62	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-63	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-66	52.245-9	USE AND CHARGES	APR/2012
I-67	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-68	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-69	52.248-1	VALUE ENGINEERING	OCT/2010
I-70	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-71	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-72	52.249-14	EXCUSABLE DELAYS	APR/1984
I-73	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-74	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-75	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-76	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-77	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-78	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-79	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-80	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-81	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-82	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-83	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-84	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-86	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	JUN/2012
I-87	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-88	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-89	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-90	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-91	252.225-7013	DUTY-FREE ENTRY	JAN/2012
I-92	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-93	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-94	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-95	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-96	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-97	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-98	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-99	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-100	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-101	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-102	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-104	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-105	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-106	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-107	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-108	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-110	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-113	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010

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I-114	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-116	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-117	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-118	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-119	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-120	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-121	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-122	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

## (a) Invoicing.

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

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

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

## (b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

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liability.

(End of Clause)

I-123            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

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

(End of Clause)

I-124            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-10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 27 March 2016.

(End of Clause)

I-125            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/1989

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

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

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-126            52.229-8            TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS            MAR/1990

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

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

(End of Clause)

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I-127 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I-128 KSCRI-11 (C3) GOVERNMENT FURNISHED CONTRACTOR SUPPORT

NOV/2010

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

Note: The JPO MRAP Deployment cell processes the SPOT generated "Letter of Authorization" (LOA). The type of support the Government will provide the contractor on an "as-available" basis will be in the (LOA). The LOA processed by the JPO MRAP Deployment cell will list the most current Government support provided. Below is a listing of the support being offered at time of award.

U.S. Citizens Accompanying the Force

- List of support items for U.S. Citizens Accompanying the Force, including APO/FPO/MPO/Postal Services, Authorized Weapon, MWR, Resuscitative Care, etc.

Third-Country National (TCN) Employees

- List of support items for Third-Country National (TCN) Employees, including APO/FPO/MPO/Postal Services, Authorized Weapon, MWR, Resuscitative Care, etc.



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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime

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and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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

(i) Constitutes violation of the law of war; or

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) The Contracting Officer's Representative (COR) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

(i) Are adequately trained to carry and use them

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall

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maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-130 252.225-7043 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.

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

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I-131            252.237-7019            TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES            SEP/2006

(a) Definitions. As used in this clause

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

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

TBD

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

I-132            52.204-99            SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015)            AUG/2012

(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

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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.

(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).

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(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)

I-133

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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(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-134 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

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(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-135

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>

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(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

The Contractor represents that it [ ] is, [ ] 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-136      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997

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

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

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

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

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

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

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

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

Warning

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

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

(End of Clause)

I-138 52.252-2 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)

I-139 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-140 KSCR1-1 (C3) ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, SUPPORT NOV/2010

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

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

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

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

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

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

(End of Clause)

I-141 KSCR1-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, OCT/2011  
AND WITHHOLDING OF EMPLOYEE PASSPORTS

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

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

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

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

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

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

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

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

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

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

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

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Contractor shall include dispute settlement provisions within the employment contract.

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

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

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

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

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

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

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

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

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

(End of Clause)

I-142

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

AUG/2011

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including

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protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Menieres Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

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

(End of Clause)

I-143 KSCR1-6 (C3) COMPLIANCE WITH LAWS AND REGULATIONS AUG/2010

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

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

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

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

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

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a

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serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

I-144 KSCRI-7 (C3) MONTHLY CONTRACTOR CENSUS REPORTING

AUG/2011

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

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

(End of Clause)

I-145 KSCRI-10 (C3) MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES

OCT/2011

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

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

(i) Chest x-rays (CXR's), symptom survey, and 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, Body Mass Index (BMI) and symptom survey.

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

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

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

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

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

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for

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Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

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

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

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at [www.benning.army.mil/CRC](http://www.benning.army.mil/CRC).

(End of Clause)

I-146 KSCR1-12 (C3) MILITARY EXTRATERRITORIAL JURISDICTION ACT AUG/2010  
 Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

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

(End of Clause)

I-147 KSCR1-13 (C3) INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS AUG/2010  
 (a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting

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Officer Representative (COR) responsible for contract oversight at applicable location.

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

DBIDS Processing Instructions for 386 ECONS Contractors:

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

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

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

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

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

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

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

I-149 KSCRI-16 (C3) CONTRACTOR PAYMENTS

NOV/2010

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

(End of Clause)

I-150 KSCRI-17 (C3) SPONSORSHIP REQUIREMENTS

AUG/2010

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

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

(End of Clause)

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

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**Name of Offeror or Contractor:**

I-151 KSCR1-18 (C3) CONTRACTOR MANPOWER REPORTING

OCT/2011

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

The required information includes:

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

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

(End of Clause)

I-152 KSCR1-19 (C3) SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT OCT/2011

Contractor Liaison with Host Government: All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.

Kuwait Ministry of Defense (KMOD) Letter of Authorization: An offeror must provide a copy of the offerors KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

Use of Existing Roads as Haul Routes: The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the

**Name of Offeror or Contractor:**

following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) Official language and type of accounts required to satisfy the officials of the Local Government.
- (2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- (3) Passports, health and immunization certificates, and quarantine clearance.
- (4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- (5) Strikes, demonstrations and work stoppage.
- (6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- (7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- (8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- (9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- (10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- (11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- (12) Sales within the host country of Contractor-owned materials, and equipment.
- (13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- (14) Identification and/or registration with local police of imported personnel.
- (15) Stamp tax on documents, payments and payrolls.
- (16) Base passes for permanent staff, day laborers, motor vehicles, etc.
- (17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

Local Standards: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)  
 Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)  
 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National  
 Electrical Code  
 Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations  
 BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets  
 BS 7671 (1997, Amd 2) Requirements for Electrical Installations  
 INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code  
 IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants  
 IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems  
 INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)  
 NFPA 101 (2003) Life Safety Code  
 U.S. ARMY TECHNICAL MANUALS, TM 5-811-1 (1995) Electrical Power Supply and Distribution  
 IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar Part 2.5: Particular requirements for shaver transformers and shaver supply units.

Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:

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

**Name of Offeror or Contractor:**

(b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).

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

- (1) "The minimum requirements of United States National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

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

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

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

UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)

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

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

**Contractor Health and Safety:**

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2011 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2011 can be found on the following link <http://www.nfpa.org>.

**Safety of Facilities, Infrastructure and Equipment for Military Operations:**

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

Fire protection;  
Structural integrity;  
Electrical systems;  
Plumbing;  
Water treatment;  
Waste disposal; and  
Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of Clause)

Name of Offeror or Contractor:

(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-154 252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014) AUG/2010

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

- (1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or
(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

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

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

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

- (i) U.S. Army Criminal Investigations Division at http://www.cid.army.mil/reportacrime.html;
(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

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

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

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

(End of clause)

I-155            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES            JAN/2012  
(DEV 2012-            CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)  
00005)

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

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

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

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

(End of clause)

I-156            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            JAN/2012  
(DEV 2012-            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-  
00005)            00005)

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

(1) Subject to extortion or corruption; or

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

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

(End of clause)

I-157            252.246-7004            SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY            OCT/2010  
OPERATIONS

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for

(1) Fire protection;

(2) Structural integrity;

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**Name of Offeror or Contractor:**

- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

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

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

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

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

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

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

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

[End of Clause]

I-159            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

**Name of Offeror or Contractor:**

**DRAFT**

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	13-AUG-2012	051	ELECTRONIC IMAGE
Exhibit B	DATA ITEM DESCRIPTIONS	13-AUG-2012	028	ELECTRONIC IMAGE
Attachment 0001	MANPOWER DISTRIBUTION SPREADSHEET	13-AUG-2012	001	ELECTRONIC IMAGE
Attachment 0002	PERSTAT REPORTING SOP	13-AUG-2012	015	ELECTRONIC IMAGE
Attachment 0003	FRAGO 09-1038 CONTRACTOR CARE IN THE USCENTCOM AOR	13-AUG-2012	009	ELECTRONIC IMAGE
Attachment 0004	MOD 11 TO USCENTCOM IP AND INDIVIDUAL UNIT DEPLOYMENT POLICY	13-AUG-2012	024	ELECTRONIC IMAGE
Attachment 0005	JPO-MRAP POLICY MEMORANDUM NUMBER #1 FOR CENTCOM DEPLOYMENT	13-AUG-2012	009	ELECTRONIC IMAGE
Attachment 0006	JPO-MRAP DEPLOYMENT SOP	13-AUG-2012	012	ELECTRONIC IMAGE
Attachment 0007	RESERVED	13-AUG-2012		
Attachment 0008	DD 254	13-AUG-2012	003	ELECTRONIC IMAGE
Attachment 0009	MRAP SECURITY CLASSIFICATION GUIDE	13-AUG-2012	030	ELECTRONIC IMAGE
Attachment 0010	JPO COMMON ACCESS CARD (CAC) APPROVAL POLICY	13-AUG-2012	004	ELECTRONIC IMAGE
Attachment 0011	RESERVED	13-AUG-2012		
Attachment 0012	MRAP PROGRAM PROTECTION PLAN	13-AUG-2012	072	ELECTRONIC IMAGE
Attachment 0013	JPO MRAP FWD OEF PBO SOP	13-AUG-2012	014	ELECTRONIC IMAGE
Attachment 0014	MRAP TTP EXECUTION PLAN FOR SAMS-E SYSTEM	13-AUG-2012	006	ELECTRONIC IMAGE
Attachment 0015	PCO CONSENT PACKAGE GUIDANCE	13-AUG-2012	004	ELECTRONIC IMAGE
Attachment 0016	RESERVED	13-AUG-2012		
Attachment 0017	MRAP SOP-LOG EXECUTION OF CONTRACTUAL ACTIONS	13-AUG-2012	022	ELECTRONIC IMAGE
Attachment 0018	QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	13-AUG-2012	025	ELECTRONIC IMAGE
Attachment 0019	LIST OF INITIAL ITEMS OF SUPPLY TO BE TRANSFERRED	13-AUG-2012	008	ELECTRONIC IMAGE
Attachment 0020	JPO MRAP PBO GUIDE BOOK CHANGE OF COMMAND	13-AUG-2012	043	ELECTRONIC IMAGE
Attachment 0021	MRAP RETROFIT SOP	13-AUG-2012	015	ELECTRONIC IMAGE
Attachment 0022	DTM-08-003, NEXT GENERATION CAC	13-AUG-2012	030	ELECTRONIC IMAGE
Attachment 0023	MRAP STRATEGIC THEATER IT COMMUNICATIONS PLAN	13-AUG-2012	003	ELECTRONIC IMAGE
Attachment 0024	RESERVED	13-AUG-2012		
Attachment 0025	RESERVED	13-AUG-2012		
Attachment 0026	RESERVED	13-AUG-2012		
Attachment 0027	RESERVED	13-AUG-2012		
Attachment 0028	LRAS SOP FLOW CHART	13-AUG-2012	001	ELECTRONIC IMAGE
Attachment 0029	WORK SHEET FOR GOVERNMENT & CONTRACTOR PRELIMINARY ACCIDENT NOTIFICATION	13-AUG-2012	002	ELECTRONIC IMAGE
Attachment 0030	SAMPLE LOG READINESS COP	13-AUG-2012	013	ELECTRONIC IMAGE
Attachment 0031	EXPERIENCE RELEVANCE MATRIX	13-AUG-2012	001	ELECTRONIC IMAGE
Attachment 0032	INITIAL STAFFING MATRIX	13-AUG-2012	001	ELECTRONIC IMAGE

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List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0033	SMALL BUSINESS PARTICIPATION FACTOR SUBMITTAL	13-AUG-2012	007	IMAGE ELECTRONIC
Attachment 0034	SCOPE OF WORK	13-AUG-2012	053	IMAGE ELECTRONIC
Attachment 0035	RESERVED	13-AUG-2012		IMAGE
Attachment 0036	PRICING WORKSHEET A	13-AUG-2012		ELECTRONIC IMAGE
Attachment 0037	PRICING WORKSHEET B	13-AUG-2012		ELECTRONIC IMAGE
Attachment 0038	RESERVED	13-AUG-2012		
Attachment 0039	RESERVED	13-AUG-2012		
Attachment 0040	PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR ACCOUNTING SYSTEM CHECKLIST	13-AUG-2012	002	ELECTRONIC IMAGE

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	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	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-8	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(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.

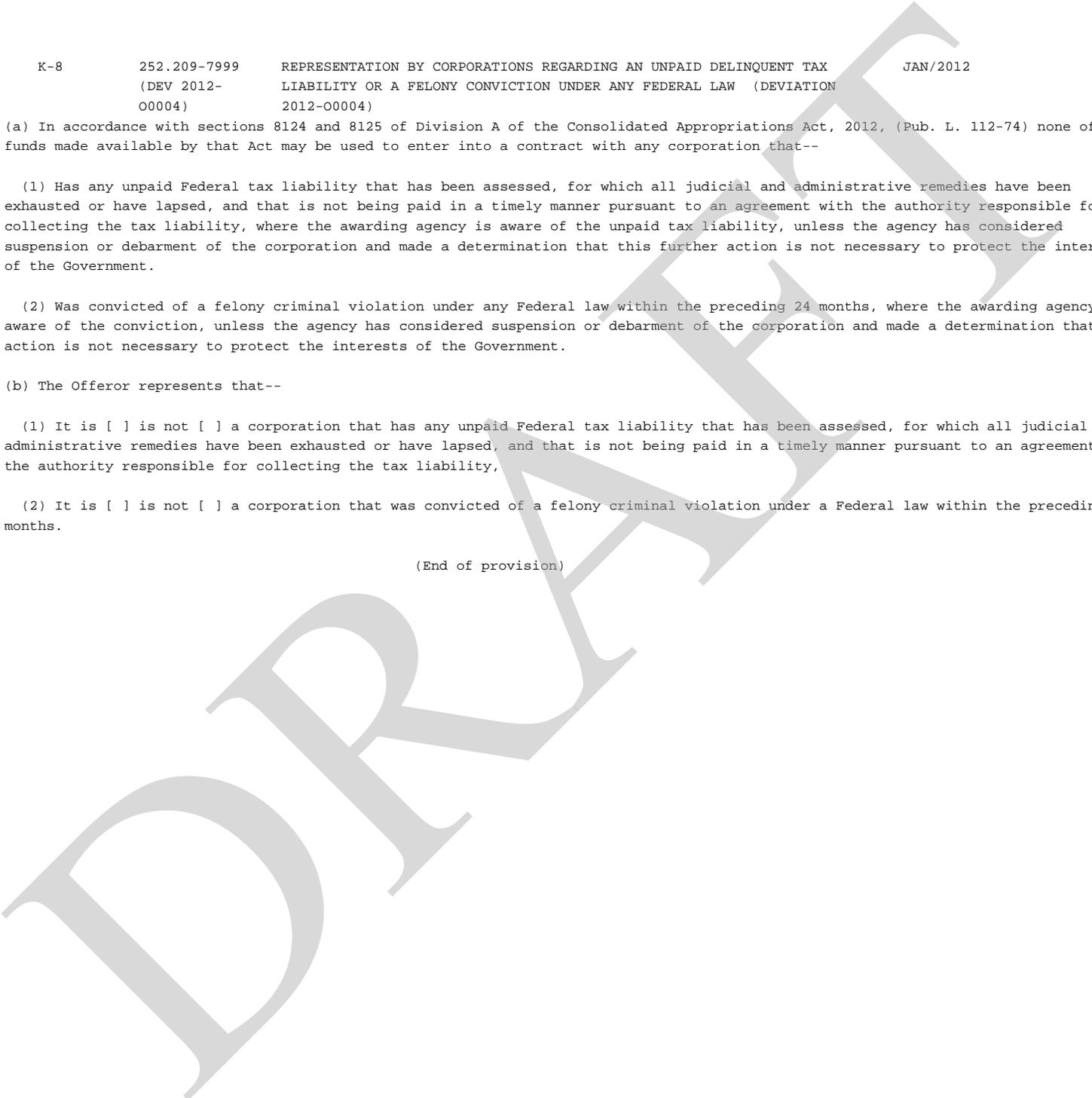
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect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

## L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 Proposal Instructions and Content

L.1.1 The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors - Competitive Acquisitions (52.215-1, ALT I) contained in Section L of the Request for Proposal (RFP), shall be submitted in the format and quantities set forth in this Section. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an Offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful review.

L.1.2 The Offeror's proposal shall be submitted in five (5) separate volumes as set forth below. It is required that proposals be submitted on standard 8.5" x 11" paper with a minimum font size of 10pt. and with a minimum of 0.5" margins. Schedules, drawings and other documents more appropriate to larger paper may be placed on fold out sheets no larger than 11" x 17". The Offeror's proposal shall consist of the following volumes:

- (a) Volume I: Proposal Terms and Conditions
- (b) Volume II: Personnel Strategy Factor
- (c) Volume III: Cost/Price Factor
- (d) Volume IV: Experience Factor
- (e) Volume V: Small Business Participation Factor

L.1.3 Offerors are required to submit both electronic and paper copies of their proposals as follows:

L.1.3.1 Electronic copies: For each volume, submit four (4) identical copies of the proposal on CD-ROM or DVD utilizing Microsoft (MS) Word, MS Excel, MS PowerPoint, MS Project, MS Access, OpenPlan or searchable (non-scanned) PDF compatible formats. PDF documents must be capable of being searched using the Adobe Acrobat reader search function. All MS files shall be 2003/2007 compatible unless otherwise indicated.

L.1.3.1.1 All electronic spreadsheet files (Workbooks) shall be submitted in MS Excel format (MS Excel Office 2007). Workbooks must be sent in a format that includes all formulas, functions, macros, computations, or equations used to compute the proposed amounts. There can be no cell references to data or files not included in the Price Volume. For each Workbook, all Rows, Columns, Cells, and Worksheets must be Visible. Zero height/ Zero width rows/columns in Worksheets are not acceptable. Worksheet cells formatted with the Font color equal to the Fill color are unacceptable. Excel VLOOKUP and or Pivot Tables shall not be used. If Workbooks or Worksheets are password protected, then the password(s) must be provided. Print image files or pictures (for example a picture of an Excel spreadsheet embedded in a word document) or files containing only values are not acceptable.

L.1.3.2 Paper Copies: Submit three (3) identical sets of paper copies of each volume, excluding Volume III, to the address located in L.1.5. Offerors shall submit Attachments 32, 36, and 37 of Volume III, Cost/Price Factor, in electronic format only. All other portions of the Volume IV proposal shall be submitted in both paper and electronic formats.

L.1.3.3 Each CD-ROM or DVD shall be labeled so that it is easily identifiable for evaluation purposes (example Personnel Strategy Volume, Set 1 of 4, CD 1 of X), and shall also include the Offeror's name and the RFP number. Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. List all attachments and substantiating data in the table of contents under the specific sub-factor (if applicable) it supports. The table of contents shall include the following information for each sub-factor (if applicable), attachment and/or substantiating data listed:

- (a) Cross-reference to related Section L paragraph number
- (b) Page number
- (c) CD-ROM or DVD Volume and number
- (d) File Name

L.1.3.4 The electronic proposal copies and paper proposal copies shall be identical. In the event of a conflict between the electronic copy and paper copy proposals, the paper copy will take precedence.

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L.1.4 Submission Due Date. The Offeror's proposal shall be received at the address set forth below no later than 1:00 PM ET on XX XXX 2012. The Offeror must ensure its proposal, in its entirety, reaches its intended destination before the date and time set for closing of the RFP.

L.1.5 After compiling all of the required information, submit the proposal to the address below. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army Contracting Command-Warren (ACC-WRN)  
MRAP FOV JLI PROPOSAL  
Bid Lobby, Mail Stop 303  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000  
RFP Number: W56HZV-12-R-0034  
XX XXX 2012, 1:00 PM ET  
TO BE DELIVERED UNOPENED  
(Offeror's name)

L.1.6 Method of Submission in accordance with 52.215-4003. Proposals may be either hand-carried or submitted via US mail. Electronic mail or facsimile of proposals and modifications are not authorized. Hand-carried submissions\* include proposals delivered by commercial carriers such as FedEx, UPS or services other than the US Postal Service. Hand-carried proposals must be delivered to the Detroit Arsenal (DTA) Mail Handling Facility (Building 255) after 8:00 AM and no later than 1:00 PM ET, the time the RFP closes. The package(s) will be dated, time stamped at the Mail Handling Facility, and the Government will be responsible for forwarding the package(s) to the appropriate personnel. Offerors should ensure that any commercial carrier it uses has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. If the proposal is hand-carried by other than a commercial carrier, the delivery person (even if an employee of the Offeror) must be a US citizen, and must obtain a signed receipt, indicating date and time of delivery, from Mail Handling Facility personnel.

\*Directions to DTA: From Van Dyke Avenue, travel west on East 11 Mile Road to railroad track. Immediately after crossing railroad track, turn right into DTA main gate and follow security officer directions to the Mail Handling Facility (Building 255). It may be necessary for the delivery person to obtain a visitors badge prior to being allowed to enter the installation. If so, the security officer will advise the delivery person of the procedures to follow.

Exterior envelopes must identify the RFP number and date specified for receipt of proposals. Offerors are cautioned that approval to enter the installation must be obtained prior to the closing date for receipt of proposals. Follow the procedures outlined above for entry. Due to security procedures, delays are probable at the entry point and Offerors must plan to accommodate them.

L.1.7 Specific features or characteristics of the proposal or entire documents (e.g. Attachment 32) submitted with the proposal may be incorporated into the contract at time of award.

L.1.8 The set of volumes shall be clearly labeled and in separate binders as follows:

- (a) Volume I - Proposal Terms and Conditions as described in Section L.2
- (b) Volume II-Evaluation Factor 1: Personnel Strategy Factor- as described in Section L.3
- (c) Volume III-Evaluation Factor 2: Cost/Price Factor - as described in Section L.4
- (d) Volume IV-Evaluation Factor 3: Experience - as described in Section L.5
- (e) Volume V-Evaluation Factor 4: Small Business Participation Factor - as described in Section L.6

L.1.9 Government Role. The Government shall not provide any assistance with any aspect of the Offerors hiring process.

L.2 Volume I-Proposal Terms and Conditions, Volume Contents

Note: Any information provided as part of the Proposal Terms and Conditions may be used to correlate the evaluation of the proposal volumes.

This volume shall include the SF 33 (RFP) Sections A-K (with all fill-ins completed) and Small Business Subcontracting Plan (This does not apply to U.S. Small Business firms).

L.2.1 Submit two (2) signed copies of the Standard Form 33 (SF33) cover page and a copy of all completed fill-ins for

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Sections A through K, including all signed copies of Amendments, if applicable, to the RFP. ORCA certifications need not be separately submitted.

L.2.2 Where certifications/approved systems are required for an Offeror, if the proposal is being submitted by a Joint Venture or a contractor team arrangement, certifications and approved systems for the principals (partners) of the joint venture or the prime contractor and its subcontractor(s) will be considered as valid for that Offeror, provided the necessary documentation from all principals (partners) or the prime contractor and its subcontractor(s) is provided with the proposal.

L.2.3 A statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.2.4 Offerors other than US Small Business concerns, as defined by the North American Industry Classification System (NAICS) 541614 Process, Physical Distribution, and Logistics Consulting Services applicable to this RFP, shall submit an acceptable small business subcontracting plan in accordance with FAR 52.219-9 and Department of Defense FAR Supplement (DFARS) 252.219-7003 and provide this plan as part of the proposal submission.

L.2.5 DCMA Approved Accounting System. If an Offeror does not currently have a DCMA Approved Accounting System, the Offeror shall provide the reason for this as well as documentation demonstrating when an approved system will be in place.

L.2.5.1 If the Offeror is operating under a corrective action plan agreed to by DCMA, documentation including a letter from the cognizant Administrative Contracting Officer reflecting this, shall be provided.

L.2.5.2 Offeror must submit, Attachment 40, Pre-award Survey of Prospective Contractor Accounting System Checklist, with its proposal.

L.2.5.3 Offeror Shall Submit a dated copy of the Offerors currently approved Cost Accounting Standards Board (CASB) Disclosure Statement. If the Offeror does not have an approved CASB Disclosure Statement they shall provide the status of obtaining approval.

L.2.6 Facility Security Clearances. Include documentation demonstrating, as applicable, that the Offeror and Subcontractors have a Facility Clearance certification, reference C.3.2.2.2 and information the following: Facility and Information Assurance Clearance: Requirement for Facility Clearance (SECRET) Portions of the information on this program will be classified as SECRET, so in order to be considered for award, Offerors shall have a current and existing SECRET Facilities Clearance (SOW Paragraph C.3.2.2.3.1). Offerors shall submit documentation indicating their facility has been granted a SECRET clearance or must submit a document indicating that their subcontractors have obtained the necessary clearance in order to be considered for award. If meeting the security clearance requirements by means of a subcontractor, Joint Venture, or other arrangement, the prime contractor shall also submit a written explanation of the arrangement and agreement with the subcontractor, Joint Venture Partner/Parent, or other entity providing the Secure Facility to perform the classified work. Offerors without a security clearance will not be able to discuss key aspects of the program, which are classified as SECRET, with their subcontractor. A prime contractor meeting the security requirement by arrangement with a subcontractor may subsequently apply for their own security facility clearance. Once the prime receives their own security clearance, the Government and their sub-contractor would then be able to share the classified information with them.

L.2.7 Reserved.

L.2.8 The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), apply to any award under this RFP. A potential conflict of interest has been identified with the prime contractor of Contractor Logistics Sustainment and Support (CLSS) for the Mine Resistant Ambush Protected Family of Vehicles (MRAP FOV), ManTech Telecommunications and Information Systems Corporation under contract W56HZV-12-C-0127. The reason for this potential OCI is that the CLSS prime contractor provides maintenance services and the JLI contractor will monitor and report on this performance while executing this contract which may result in a contractor being unable to render unbiased reporting..

L.2.8.1 All potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a DoD system contractor/subcontractor and as a DoD support contractor for Government offices involved in MRAP JLI or related programs.

L.2.8.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified, including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.2.9 Joint Ventures or Teaming Arrangements: Include any plans, arrangements or letters of agreement on arrangement with

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other contractors, subcontractors, and a short letter on how the Offeror will manage these (Joint Ventures or Teaming Arrangements) efforts. Include the Financial Capability Statement/Guarantee Agreement for Corporate Guarantor for any Joint Ventures or Teaming Arrangements.

L.2.10 Private or Public Partnership Agreements: The proposal shall include any private or public partnership agreements and a short letter on how the Offeror will manage these (Private or Public Partnership Agreements) efforts.

L.3 Volume II-Evaluation Factor 1: Personnel Strategy , Volume Content

Note: Local Nationals (LNs) and Third Country Nationals (TCNs) may not be used to fill positions on this contract, see C.3.2.3.3.

L.3.1 The JLI's four distinct time periods, which include, Phase-in Period, Early Operational Readiness (EOR) Period, Operational Readiness (OR) Base Period, and Operational Readiness (OR) Option period. All four periods are described below.

(a) Phase-in Period: This period begins at Contract Award and ends 90 days after award, which is the date of contract award plus 89 days. During the Phase-in period, Early Operational Readiness (EOR) Period may also occur.

(b) Early Operational Readiness (EOR) Period: Early Operational Readiness period applies only if the Offeror proposes to commence performance of the non-Phase-in scope of work with all positions per site as listed in Attachment 32, Initial Staffing Matrix, prior to the end of the 90 day Phase-in period. EOR may apply at an individual site once all personnel at that site are completely transitioned. As such, and if proposed, the EOR period will overlap, in whole or in part, with the Phase-in period. If EOR is proposed, the beginning of this period is defined by the Offeror in Attachment 32, Initial Staffing Matrix, and represents the first day an employee filling an Attachment Initial Staffing Matrix position has arrived at their duty location and completed the transition with the incumbent personnel (Phase-in overlap L.3.3.5). If proposed, EOR will end 90 days after Contract Award, at the same time the Phase-in period ends. EOR shall be proposed with all positions per site and applies only when all personnel at that site have completed transition with the incumbent. Full EOR occurs when the Offeror has proposed EOR for all sites.

(c) Operational Readiness (OR) Base Period: This nine (9) month period begins at the end of the Phase-in Period (91 days after award, or the date of contract award plus 90 days).

(d) Operational Readiness (OR) Option Period: This period begins after the Operational Readiness Base Period ends and covers two (2), 12 month option periods referred to as OR Option Period 1 and OR Option Period 2.

L.3.1.1 For purposes of Offeror proposal preparation and Government proposal evaluation, (a) Offerors shall assume the JLI positions identified in the Initial Staffing Matrix (Attachment 32) will be awarded simultaneously with the award of the JLI contract, and (b) Offerors shall form their proposals considering the Program Constraints and Assumptions identified in Paragraph L.3.3 below.

L.3.2 The Offeror's Personnel Strategy proposal, as described in detail below, shall include:

L.3.2.1 Personnel Management

L.3.2.2 Hiring and Retention Plan. Describe the Offeror's hiring approach for achieving full staffing at the end of the Operational Readiness Base Period. The Hiring and Retention Plan shall include:

L.3.2.2.1 Specific plans and strategy utilized, for each labor category for employing non-incumbent and incumbent personnel.

L.3.2.2.2 For each Labor Category, provide a Marketplace Compensation Analysis substantiating the realism of the Offerors proposed Total Employee Compensation to hire AND RETAIN skilled personnel meeting the minimum positional requirements, as proposed in the Cost/Price Volume submission in L.4.4.6. Offeror shall provide a marketplace analysis, for all Job Categories/Locations, substantiating that the total compensation proposed by the Offeror will permit the hiring and retention of personnel. Total compensation may include, but is not limited to, direct wages; indirect benefits; differentials/allowances; Premiums, Holiday and Sick Leave time; Overtime; Morale, Welfare and Recreation; or any other form of compensation (monetary or otherwise) proposed to attract, hire and retain qualified employees who satisfy the minimum Job Description standards, to include Certification requirements, in accordance with the solicitation requirements.

L.3.2.2.3 Program Adjustments. The Offeror shall discuss plans for responding to JLI program increases and decreases in staffing requirements and changes to staffing locations within Afghanistan and Kuwait in accordance with C.3.1.1.3. In the event of decreases in JLI staffing, Offerors proposals shall include specific details on the removal of employees from performance locations and the timing of employee removal from chargeable status under the JLI Reimbursement CLINs.

L.3.3 Phase-In

L.3.3.1 Completion of an Attachment 32, Initial Staffing Matrix. Attachment 32 includes all LOE deliverable hours by labor category and by location which the Government intends to award simultaneously with the award of the JLI contract. Please note the labor categories and locations are subject to change after award. See C.3.1.1.3. Attachment 32 includes embedded instructions describing all

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required inputs, including proposing EOR. To the extent the Offeror proposes EOR Period, the EOR dates for individual positions, as identified in Attachment 32, will be incorporated into the resulting contract. See L.1.7.

L.3.3.1.1 In completing the Attachment 32 Initial Staffing Matrix, the fill-ins include columns only for the Names of those positions identified in L.3.2.6. Those Offerors providing names for positions in addition to the positions identified in L.3.2.6 will not be assessed at a lower risk. All other columns in Attachment 32 are to be completed by the Offeror for all Labor Category positions in all locations. For Labor Category positions where the candidate employee names are not required, the information provided by the Offeror in Attachment 32 will represent the Offerors approach to hiring qualified personnel, after contract award, to timely and successfully complete Phase-in (to include any proposed Early Operational Readiness Period).

L.3.3.1.2 For each Labor Category and Country Location, those Labor Category positions where candidate employee names are not identified, in addition to the information submitted in Attachment 32, the Offeror shall provide a narrative with detailed substantiating information supporting their plan for timely hiring Labor Category personnel to both (a) satisfy the minimum positional qualifications of each Labor Category outlined in Appendix C of the Statement of Work, and (b) conform with the Offeror's Attachment 32 Initial Staffing Matrix for executing phase-in for each Labor Category position (to include any proposed Early Operational Readiness Period). Where the Attachment 32 Initial Staffing Matrix includes multiple positions within a single Labor Category/Country Location, reflecting essentially identical information across the Attachment 32 columns (e.g. Present Location; Projected Payroll Start Date; Security Clearance Status; IRDO Status; and Arrival at Performance Location), the Offeror may provide detailed substantiating information, on a group basis, supporting their plan for timely hiring qualified Labor Category personnel.

L.3.3.2 The Phase-in Plan shall describe the Offerors management resources, structure and execution strategy for oversight and management of the Phase-in effort.

L.3.3.2.1 The Offeror's Phase-in Plan shall describe all key processes, activities and events necessary to ensure a timely Phase-in.

L.3.3.2.2 The Phase-in Plan shall also address the transfer of Government Furnished Equipment (GFE)/Government Furnished Material (GFM) in Attachment 19 of Section J of the RFP from the incumbent.

L.3.3.3 Offeror shall submit Letters of Commitment for the following labor categories and associated 11 positions:

- (a) Afghanistan Country Lead: PM Level IV
- (b) Afghanistan Site leads for Bagram (PM Level V), Kandahar (PM Level II),
- (c) Leatherneck (PM Level II), Dwyer (PM Level II), Sharana (PM Level II),
- (d) Jalalabad (PM Level II), Spann (PM Level II), Shank (PM Level II)
- (e) Salerno (PM Level II)
- (f) Kuwait Country Lead (PM Level III)

L.3.3.3.1 Letters of Commitment shall include the following:

- (a) Current Employer and Present Job Location
- (b) Commitment to accept a job offer to perform under the Joint Logistics Integrator Contract at the total compensation (direct and indirect) proposed by the Offeror for that position
- (c) JLI Contract Start Date
- (d) Security Clearance Status
- (e) (Whether the employee has been through IRDO (if not, also include dates for IRDO processing)
- (f) JLI Performance Location and planned arrival date at location

L.3.4 Program Constraints and Assumptions.

For the purposes of Offeror proposal preparation and Government evaluation of Personnel Strategy Factor proposal, the following program constraints and associated assumptions apply to the JLI effort.

L.3.4.1 Security Clearances (C.3.2.3) and Common Access Card (CAC) (C.3.2.3.1): Offerors shall provide an execution plan with their proposals that describes how they will process their entire staff to include the following steps:

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(a) Before deployment and/or performance of the SOW, all personnel must have initiated a SF-87 FBI Fingerprint Investigation and National Agency Check and Inquiry (NACI) and received a CAC, those personnel identified in Attachment 1 requiring Secret Clearances shall have at least an Interim Secret Clearance.

(b) The approximate time for a U.S. National to obtain an Interim Secret Clearance is 35 days.

(c) All personnel shall have a CAC Card. Obtaining a CAC requires the receipt of a Favorable Background Investigation (resulting from the SF-87 FBI Fingerprint Investigation, which is less than the completed NACI requirement) and takes approximately 14 days.

(d) Registration for the Interim Secret Clearance and the CAC request may be done simultaneously.

L.3.4.2 Camp Atterbury Individual Replacement Deployment Operation (IRDO) Camp Atterbury Individual Replacement Deployment Operation (IRDO) receives and processes Non-LOGCAP Contractors (NLC) for deployment to and re-deployment from Theaters of operations such as Operation Enduring Freedom, Operation New Dawn and other various locations across the globe. All contractor staff departing CONUS are required to process through the Camp Atterbury in route to the Afghanistan and Kuwait. Additional details regarding IRDO can be found at the web site

\\*HYPERLINK

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

(e) A CAC is required prior to arriving in theater; a CAC will be issued at IRDO after approved application.

(f) Deploying personnel are required to establish Army Knowledge Online (AKO) email accounts prior to arrival at IRDO. See section C.3.1.6, Deployment of Contractor Personnel.

(g) IRDO in-processing is conducted Sunday starting at 0700 HRS. All costs that are reasonable and allocable IAW FAR Part 31 (with the exception of travel to IRDO, and employee compensation during IRDO) associated with attending IRDO to include travel from IRDO to Kuwait will be the responsibility of the Government.

(h) The Government will issue Personal Protective Equipment (PPE) at Camp Atterbury.

(i) In accordance with DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, the contractor shall ensure its personnel are documented, medically and dentally (C.3.1.6.2.1) fit for the performance of their duties without limitations or need for accommodation and present their documentation to medical and dental processing stations while at the IRDO.

(j) The contractor will have a minimum wait time of 14 days between the time an employee's name is submitted to the Government for an IRDO reservation and their scheduled arrival at IRDO.

(k) IRDO on-site processing time is six (6) days with classes starting Sunday. Transportation from IRDO to Kuwait is arranged by the Government, arrival is the day after departure based on flight time and time zone shift.

(l) A maximum throughput of 175 personnel may be processed per week.

L.3.4.3 Government-Provided Transportation in Support of Personnel Strategy (Reference C.3.3)

L.3.4.3.1 Transportation from Kuwait to Afghanistan will be provided by the Government at no additional cost to the Contractor. Flights from the IRDO (C.3.3.2) to Kuwait will be via Military Air at no additional cost to the Offeror, see website \\*HYPERLINK "<http://www.campatterbury.in.ng.mil/CivilianContractorDeploymentRedeploymentInfo/tabid/1101/Default.aspx>"<http://www.campatterbury.in.ng.mil/CivilianContractorDeploymentRedeploymentInfo/tabid/1101/Default.aspx> for information.

L.3.4.3.2 Government transportation is required for all contractor personnel from Kuwait to Afghanistan and from Afghanistan back to Kuwait. For deployment from Kuwait to Afghanistan, the Government will provide transportation to performance locations for a combined 60 personnel per week for those currently in Kuwait and those arriving from IRDO/CRC. In preparing its Phase-in Plan, the Offeror shall allow seven (7) days for transport from Kuwait to all Regional Support Activities (RSAs) for MRAP.

L.3.4.3.3 Government Transportation consists of the following combination of trips. Any trip not listed below is the sole responsibility of the contractor and should be considered in the Offeror's Phase-in Plan and price proposal:

(a) Kuwait to Afghanistan

(b) Locations within Afghanistan

(c) Afghanistan to Kuwait

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(d) IRDO to Kuwait

(e) Kuwait to IRDO

L.3.4.4 Housing In-Theater (Reference C.3.9)

The Government will provide housing for personnel in Afghanistan if facilities are available. The type of housing will vary depending on location assignment. The Contractor may share housing with the incumbent until such time as the incumbent departs. The Contractor shall be responsible for housing in OCONUS (Kuwait locations); this shall be considered in the Offeror's Phase-in Plan.

L.3.4.5 Phase-in Overlap

Once the Offeror arrives at the performance location there will be an overlap with incumbent personnel during which incumbent personnel and the Offeror's personnel will be working on the same program. This overlap applies to all performance locations and will ensure there are no disruptions in service. The overlap will be for a minimum of one (1) day, and maximum of one (1) week with the exception of the GFE/GFM accounting which the Government estimates may take 30 days for the entire process. The contractor shall propose the overlap time required by labor category and location in its Phase-in Plan.

L.3.4.6 Performance Locations

The breakout of personnel required by site for the Phase-in period is listed in Attachment 1, Manpower Distribution.

L.3.4.7

The contractor shall be in place, fully staffed, and conducting compliant operations IAW SOW Paragraph C.3.4.1 at all locations within 90 days.

L.4 Volume III-Evaluation Factor 2: Cost/Price, Volume Content

The Cost/Price Volume Proposal shall be in sufficient detail to enable the Government to evaluate the Offeror's Cost/Price proposal for Cost Realism and Price Reasonableness. The Offeror shall fully describe how all the elements of the cost proposal were developed. Sufficient detail must be provided to allow verification of the proposed costs. The Government may consult with DCAA or DCMA for cost verification. These instructions are not intended to be restrictive or all-inclusive. Offerors shall submit Attachments 36 and 37 with Volume IV, Cost/Price Factor, in electronic format only. All other portions of the Volume IV proposal shall be submitted in both paper and electronic formats.

L.4.1 Volume IV shall be comprised of the following:

(a) The Offerors cost/price proposal and the required information called out in L.5.3 of this RFP.

(b) Completed Government Standardized Spreadsheets L.5.4 of this RFP.

i) Completed Attachment 36

ii) Completed Attachment 37

L.4.2 Assumptions for Proposal Preparation.

(a) This effort has four (4) distinct time periods: These periods are detailed below to include what data shall be provided to support your proposal for each period.

i) The Phase-in Period, defined in L.3.1.a., will encompass the effort associated with the Offerors Phase-in Plan and Initial Staffing Matrix. The Phase-in Period will be Firm Fixed Price (FFP). The Offeror shall provide the Labor Categories, Labor Hours, Labor Rates, Indirect Rates, Travel Cost, Material, Other Direct Costs and proposed Profit for this period. The Phase-in Period will be contracted for as a separate FFP effort and will encompass the effort associated with the Offerors Phase-in Plan and Initial Staffing Matrix. The price proposed for this period shall include all costs required to accomplish the Phase-in scope, to include background investigations, training, travel and in-processing prior to IRDO. Transportation is provided as stated in L.3.3.3.

ii) Early Operational Readiness (EOR) Period as defined in L.3.1.b: Cost Plus Fixed Fee Level of Effort (CPFF LOE). The Offeror shall provide the Labor Hours, Direct Labor Rates and applicable Indirect Burden Rates and Labor Category Add-ons per L.4.4.1.4 for those employees (in the labor categories identified in Attachment 36) who have completed the Phase-in overlap up until 90 days after award. The proposed hours will encompass the effort associated with the Initial Staffing Matrix. For evaluation purposes the Government has provided estimated dollars for Material, Travel, and ODCs. For those Offerors that do not propose an EOR, the Government plug number will not be applied. Upon receipt of the cost proposal, the total evaluated price will be reduced by the Government plug number

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for Material, Travel and ODCs. If proposing EOR, the Offeror shall provide associated overhead rates if any, to the Government plug value assigned for Material, Travel, and ODCs. Note: The Government plug number applies to EOR in total regardless of the length of EOR. The Material, Travel and ODC plug number will not be applied proportionately to the EOR proposed. The Offeror shall not apply fee to EOR Material, Travel or ODCs.

iii) Operational Readiness (OR) Base Period as defined in L.3.1.c: Cost Plus Fixed Fee Level of Effort (CPFF LOE). The Offeror shall provide the Direct Labor Rates and applicable Indirect Burden Rates and Labor Category Add-ons per L.4.4.1.4 for those employees (in the labor categories identified in Attachments 36 and 37. The Government will provide estimated Labor Hours and estimated dollars for Material, Travel, and ODCs. The Offeror shall provide the Labor Rates and associated burdens, if any, for Material, Travel, and ODCs. The Offeror shall not apply fee to OR Material, Travel or ODCs.

iv) Operational Readiness (OR) Option Periods as defined in L.3.1.d: CPFF LOE. The Offeror shall provide the Labor Rates and Associated Burdens for those employees in the labor categories identified in Attachments 36 and 37. The Government will provide estimated Labor Hours and estimated dollars for Material, Travel, and ODCs. The Offeror will provide the Labor Rates and associated burdens, if any, for Material, Travel, and ODCs. The Offeror shall not apply fee to OR Option Periods Material, Travel or ODCs.

(b) Labor categories are established by the Government and are not negotiable.

(c) The term Operational Readiness (OR) when used in the worksheet descriptions below, includes both the Base, Option Period 1 and Option Period 2.

(d) Standardized Plug Numbers are provided for the CPFF portion for Material, ODC and Travel in Attachment 36.

**L.4.3 Offerors Cost/Price Proposal**

L.4.3.1 Offerors shall provide spreadsheets showing the proposed costs for each CLIN (as defined in Section B of the RFP). Each Spreadsheet shall be organized by cost element (i.e., Direct Labor, Subcontracts, Material, Travel, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and sub-totaled by calendar year. Provide the following information in support of each CLIN Level spreadsheet:

L.4.3.1.1 Direct Labor. Costs for direct labor shall include the following:

(a) A quarterly time-phased breakout of the direct labor hours, by labor category (cost element) appropriate to the Offeror's accounting system.

(b) The labor rate for each category of direct labor, including the basis for the rate and any escalation used, and

(c) The direct labor cost (dollars).

**L.4.3.1.2 Subcontracts**

A quarterly time-phased breakout of the subcontract costs, by subcontractor.

**L.4.3.2 Material, Travel, and ODCs (EOR and OR Periods).**

L.4.3.2.1 A quarterly time-phased breakout of material, ODC, and travel. These amounts must be consistent with the material, ODC and travel amounts specified in Attachment 36 worksheets labeled Material (Prime), ODC (Prime) and Travel (Prime), except for the phase-in period, which will be determined by the Offeror, with material, ODC, and travel amounts specified in Attachment 36 worksheets labeled Material (Prime), ODC (Prime), and Travel (Prime).

L.4.3.2.1.1 Cost/Price proposal. If the Offeror proposes Danger Pay Allowance, Post Hardship Differential, Fringe, Defense Base Act Insurance, or Supplemental War Hazard Insurance as ODC, then these amounts shall be added to the ODC amounts shown in ODC (Prime) for its proposal.

L.4.3.2.1.2 Even if the Offeror proposes Danger Pay Allowance, Post Hardship Differential, Fringe, Defense Base Act Insurance, Supplemental War Hazard Insurance or any other form of employee compensation as an ODC, those costs shall be captured on the labor worksheets in Attachments 36, and 37 as a direct cost or part of an indirect fringe related cost or input within the Labor(Prime) tab of Attachment 36 and for Subcontractors Attachment 37 Labor (Sub unsanitized) within the Other Employee Compensation input box within rows 5-7.

L.4.3.2.1.3 Rates. Show the quarterly time phased application of the proposed direct and indirect rates.

L.4.3.2.1.4 Facilities Capital Cost of Money (FCCM): Show the quarterly time phased application of the proposed FCCM rates. The Offeror shall identify the Treasury Rate used to develop the amount.

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L.4.3.2.1.5 Fee. Show the quarterly time phased application of the proposed Fee, state the Fee rate and the estimated total dollar amount included. Fee shall not be applied to material, ODC and Travel in Attachment 36 for the CPFF proposal.

L.4.3.2.2 Rates. Provide a list of the direct and indirect rates, by category and by year, used in the development of the proposal. Include:

- (a) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);
- (b) A narrative explaining the basis for the estimated rates. And specifically identify any Escalation factors used;
- (c) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement; Provide supporting cost detail to establish the reasonableness and realism of the proposed rates.
- (d) State whether the business volume that would be generated if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package and provide supporting cost detail.
- (e) The ending month for the Offeror's fiscal year.
- (f) For each of the rate categories, provide both the prior and current fiscal year's Incurred Cost rates. Indicate if the prior year rates have been audited. For the current year's Incurred Cost rates, provide the month ending for those rates.

L.4.3.2.3 Supporting data and rationale shall be in sufficient detail to enable the Government to evaluate the reasonableness and realism of the Offeror's proposed costs and pricing.

L.4.3.3 Roadmap from Offerors proposed costs (L.4.3) to the Governments standardized spreadsheets identified in L.5.4. The prime contractor shall complete the spreadsheets shown in Attachment 36. Each subcontractor providing deliverable hours shall complete Attachment 37. The Offerors and its Subcontractors proposed costs provided in its/their own format shall be equal to the Government standardized spreadsheets except for minor rounding differences.

The prime and all subcontractors proposing deliverable hours shall provide the calculations showing the translation of the Offerors proposed costs from the spreadsheets described in L.4.3 to the Government provided spreadsheets Prime form (Sanitized) information, as referenced in both Attachment 36 and Attachment 37. Sanitized information as referenced in the Individual Sub form \*Sanitized) worksheet is defined as excluding any proprietary information. Un-sanitized information, as referenced in the worksheet tab Labor (Sub Un-sanitized) is defined as including all information, including proprietary information. Subcontractors may provide these calculations directly to the PCO as part of their proposal at the time and place designated for proposal submission in accordance with submission requirements in L.1.

L.4.4 Government Standardized Spreadsheets: Offerors shall complete Government Standardized spreadsheets (Attachment 36 and 37). Instructions on how to complete Attachment 36 and 37 spreadsheets can be found below and in Attachment 36 and 37, worksheet tab labeled Worksheet Instructions.

**L.4.4.1 LABOR**

L.4.4.1.1 Labor Categories. The Labor worksheets each include a listing of labor categories broken out by CONUS, Kuwait and Afghanistan. The worksheets calculate labor hour pricing for the solicited labor categories shown.

L.4.4.1.2 Administrative and Clerical: Should the Offeror (to include both the prime Offeror and any subcontractors providing deliverable hours) include Administrative and Clerical and subcontractor Administrative and Clerical effort under the Direct Labor Category rather than as an Indirect Cost, the hours allocated for Administrative and Clerical and subcontractor Administrative and Clerical hours shall be proposed in addition to the basic effort. Regarding Level-of-Effort (LOE), for the Offerors information, the use of the term LOE deliverable hour means an hour of Engineering, Technical, or Management type or equivalent work that brings results-oriented value added to the Contract, as opposed to the Clerical, Administrative Support or Secretarial work generally geared towards format, rather than content. Administrative or Clerical Support personnel are often charged to a general overhead pool, and this is acceptable. For those Offerors who direct charge non-LOE hours (i.e., Clerical and Administrative and subcontractor Clerical and Administrative hours), the Offeror shall clearly identify and separately price all Clerical and Administrative labor hours proposed as a direct charge. This requirement is applicable to all contract periods.

**L.4.4.1.3 Labor Hours.**

L.4.4.1.3.1 The Offeror shall fill-in proposed labor hours for each proposed labor category on the un-sanitized Labor worksheets included in Attachment 36.

L.4.4.1.3.2 Subcontractors shall fill-in applicable labor hours on the un-sanitized subcontractor Labor worksheets included in

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Attachment 37.

L.4.4.1.3.3 The hours input by both prime and subcontractors on the Labor worksheet contained with the worksheet tab Labor (Prime) 11 in Attachment 36 and Labor (Sub Un-sanitized) in Attachment 37 shall be equal to the hours that are contained in Attachment 32, Initial Staffing Matrix, (Column U entitled Total Hours). The hours input by both prime and subcontractors on the worksheets shall fulfill the Government provided RFP Requirement for direct labor in RFP Requirement check worksheet. For evaluation purposes only, the RFP requirement hours in each performance periods labor categories and work locations shall be evenly spread across the months of that performance period. To confirm that proposed hours fulfill the RFP requirement hours, a Requirement check worksheet is included in Attachment 36.

L.4.4.1.3.4 Labor Rates. The Offeror (to include both the prime Offeror and any subcontractors providing deliverable hours) shall fill-in proposed labor rates for each labor category on Labor worksheets. The worksheets are designed to automatically calculate a fully burdened rate for each labor category from the labor rate input based on the information provided in L.5.4.1. Each fully burdened labor rate includes the proposed labor rate and any applicable labor category burden as discussed in paragraph L.5.4.1.4. The worksheets display an example of how a fully burdened labor rate is calculated. The formulas are locked but may be viewed.

L.4.4.1.4 Labor Category Add-ons. There are a total of 10 add-ons to the labor rates identified on the worksheets. Labor category add-ons (a-g) and (j) shown below, shall be proposed as a percentage of that labor categories proposed labor rate. Labor category add-ons (h) and (i) shown below shall be proposed as a cost per hour for its labor category. The worksheets display a sample of how each add-on is to be filled in and calculated. The Offeror shall fill-in only applicable add-ons from the list as follows:

- (a) Danger Pay Allowance (aka Hazard Pay)
- (b) Post Hardship Differential (a.k.a. Isolation Pay)
- (c) Fringe
- (d) Afghanistan and Kuwait Overhead
- (e) CONUS Overhead
- (f) G&A
- (g) Defense Base Act Insurance Premium
- (h) Supplemental War Hazards Insurance Premium
- (i) Other/Facilities Capital Cost of Money (FCCM)
- (j) Other Employee Compensation

L.4.4.1.4.1 Danger Pay Allowance and Post Hardship Differential. The Offeror may fill-in proposed Danger Pay and Post Hardship Differential percentages, as applicable, for Kuwait and Afghanistan labor categories in accordance with State Department guidelines and limitations. The Department of State Standardized Regulations set maximum percentages for these elements, but Offerors need not propose the maximums or any amounts at all. However, see M.5.2.2 regarding the Cost/Price proposal being evaluated for cost realism.

L.4.4.1.4.2 Fringe. The Offeror may fill-in a proposed fringe as applicable for Kuwait, Afghanistan, and CONUS labor categories based on an employee fringe benefit package which includes such costs as paid absence, taxes, pension, workmens compensation, and other related costs but shall not include any amounts that would duplicate consideration for circumstances covered by Danger Pay Allowance or Post Hardship Differential or DBA Insurance or Supplemental War Hazard Insurance premiums. The Offeror shall include in their proposal the details of how the Kuwait, Afghanistan, and CONUS and/or composite fringe related costs are calculated.

L.4.4.1.4.3 Labor Overhead. The Offeror may fill-in a proposed overhead rate as applicable to the Kuwait, Afghanistan, and CONUS labor categories. The specific application of each overhead is identified within the Labor Category Add-ons per L.4.4.1.4 within Attachments 36 and 37. The Offeror shall include in their proposal the details of how the Kuwait, Afghanistan, and CONUS and/or composite overhead rates were calculated.

L.4.4.1.4.4 G&A. In accordance with the contractors disclosed practices, the Offeror may fill-in a proposed G&A rate applicable to direct labor. If the G&A rate applicable to direct labor is filled-in, then the Offeror shall include in their proposal the details of how this G&A rate is calculated.

L.4.4.1.4.5 Insurance Premiums.

L.4.4.1.4.5.1 Defense Base Act. The Offeror shall fill-in a proposed Defense Base Act Insurance Premiums expressed as cost per hour, as applicable to the various OCONUS labor categories.

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L.4.4.1.4.5.2 Supplemental War Hazard. If proposed, the Offeror shall fill in a Supplemental War Hazard Insurance Premium, also expressed as cost per hour, as applicable to the various OCONUS labor categories.

L.4.4.1.4.5.3 The Offeror shall provide support for any proposed Defense Base Act and Supplemental War Hazard Insurance premium amounts.

L.4.4.1.4.6 Facilities Capital Cost of Money (FCCM). If FCCM is proposed the FCCM factor in the worksheet example applies to total costs through G&A. If the Offeror's cost structure has multiple FCCM factors applied to discrete cost bases contributing to the total costs base, Offeror shall calculate a composite FCCM factor to input. If Offeror proposes such a composite FCCM factor, Offeror shall include in its proposal the details of how the composite FCCM factor was calculated, including a list of each contributing FCCM factor, the amount of its application base, the calculated FCCM amount for each application base, the total of all calculated FCCM amounts, and the total costs base. The sum of the calculated FCCM amounts for each application base, divided by the total costs base, shall equal the composite FCCM factor.

L.4.4.1.4.7 Other Employee Related Benefits. The Offeror shall fill-in Other Employee Related Benefits. This fill-in is designed to accommodate employee benefits normally charged by the Offeror within its own proposal format as an ODC since employee benefits are required to be proposed in Attachments 36 and 37 as a direct charge. Reference L.4.4.4.1.

L.4.4.1.4.8 Fee

The Offeror may fill-in a proposed fee commensurate to the risk associated with the labor being performed.

L.4.4.2 Material (Prime only)

L.4.4.2.1 Direct Material Costs. The Government has provided the estimated direct material RFP requirement. This estimate is provided to the Offeror in the Material (Prime) worksheet for evaluation purposes only. It should be noted that if an Offeror does not propose EOR, the Direct Material Costs provided by the Government will not be included in the Total Evaluated Cost/Price.

L.4.4.2.2 Material Handling. The Offeror may fill-in a proposed material handling rate applicable to direct material RFP requirement. The proposed material handling rate will be applied to all allowable, allocable, and reasonable direct material costs that the contractor incurs as part of this Cost Plus Fixed Fee (CPFF). For example, if the material handling rate were 10%, the contractor would be paid \$1.10 for each dollar of direct material incurred. The Offeror shall include in its proposal the details of how this material handling rate is calculated.

L.4.4.2.3 G&A Applicable to Material. In accordance with the Offerors disclosed practices the Offeror may fill-in a proposed G&A rate applicable to direct material plus material overhead (handling). The Offeror shall include in its proposal the details of how this G&A rate is calculated.

L.4.4.2.4 FCCM. The Offeror may fill-in a proposed composite FCCM percentage. As discussed in L.4.3.5.7, if the Offeror proposes such a composite FCCM factor, Offeror shall include in its proposal the details of how the composite FCCM factor was calculated.

L.4.4.2.5 The material worksheet is designed to automatically calculate a proposed burden amount on material cost. The sum of the proposed burden amounts for the periods shall be included in the overall CPFF LOE cost.

L.4.4.3 No fee shall be applied to material costs during OR periods.

L.4.4.4 Other Direct Costs (ODCs) (Prime only)

L.4.4.4.1 The Government has provided the estimated ODC RFP requirement. This estimate is provided to the Offeror in the ODC (Prime) worksheet for evaluation purposes only. The Government estimated ODCs does not include, Danger Pay, Post Hardship Differential, Fringe Benefits, Defense Base Act Insurance Premiums, and Supplemental War Hazard Insurance Premiums. If the Offeror proposes Danger Pay Allowance, Post Hardship Differential, Fringe, Defense Base Act Insurance, or Supplemental War Hazard Insurance or Other Employee Compensation as an ODC, those costs shall be captured on the labor worksheets in Attachments 36 and 37 as either a direct or indirect charge within the Fringe Benefit Rate. In the event this situation applies, the Offeror shall include in its proposal the details of how the Other Employee Compensation is calculated. A separate input box entitled Other Employee Compensation has also been included within Attachments 36 and 37 to accommodate employee benefits normally charged by the Offeror within its own proposal format as an ODC since employee benefits are required to be proposed in Attachments 36 and 37.

L.4.4.4.2 G&A Applicable to ODC. The Offeror may fill-in a proposed G&A rate applicable to ODCs. The Offeror shall include in its proposal the details of how this G&A rate is calculated.

L.4.4.4.3 FCCM. The Offeror may fill-in a proposed composite FCCM percentage. As discussed in L.4.3.5.7, if the contractor proposes such a composite FCCM factor, Offeror shall include in its proposal the details of how the composite FCCM factor was calculated.

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L.4.4.4.4 The ODC worksheet is designed to automatically calculate a proposed burden amount on ODC cost. The sum of the proposed burden amounts for the periods shall be included in the overall CPPF LOE cost.

L.4.4.4.5 No fee shall be applied to ODC during the contract period.

L.4.4.5 Travel (Prime only)

L.4.4.5.1 The Government has provided the estimated travel RFP requirement. This estimate is provided to the Offeror in the Travel (Prime) worksheet for evaluation purposes only. Phase-in Travel is that associated with initial deployment and initial positioning of those personnel performing work. The Offeror shall provide the details of the basis of its estimate for the proposed Phase In travel costs. These costs shall be in accordance with FAR 31.205-46(a)(2)(i), (ii), as set forth in the Federal Travel and Joint Travel Regulations. The proposed amount shall exclude such costs for any individuals already deployed in Afghanistan and Kuwait.

L.4.4.5.2 G&A Applicable to Travel. The Offeror may fill-in a proposed G&A rate applicable to Travel. The Offeror shall include in its proposal the details of how this G&A rate is calculated.

L.4.4.5.3 FCCM Applicable to Travel. The Offeror may fill-in a proposed composite FCCM percentage as applicable to Travel costs. As discussed in L.5.3.1.4.4, if the contractor proposes such a composite FCCM factor, Offeror shall include in its proposal the details of how the composite FCCM factor was calculated.

L.4.4.5.4 The Travel worksheet is designed to automatically calculate a proposed burden amount on Travel cost. The sum of the proposed burden amounts for contract periods shall be included in the overall CPPF LOE cost.

L.4.4.5.5 No fee shall be applied to travel costs.

L.4.4.6 Compensation Plan. In support of the Reasonableness and Realism of proposed LOE Labor Rates for the contract periods, the Offeror shall provide a marketplace analysis, for all Job Categories/Locations, substantiating that the total compensation proposed by the Offeror will permit the hiring and retention of personnel. Total compensation may include, but is not limited to, direct wages; indirect benefits; differentials/allowances; Premiums, Holiday and Sick Leave time; Overtime; Morale, Welfare and Recreation; or any other form of compensation (monetary or otherwise) proposed to attract, hire and retain qualified employees who satisfy the minimum Job Description standards, to include Certification requirements, in accordance with the solicitation requirements.

L.4.5 Contract Award

The Government plans to award a single contract with the Phase-in period as FFP and EOR and OR as CPPF.

L.5 Volume IV-Evaluation Factor 3: Experience, Volume Contents

The Offerors Experience proposal shall include the following:

L.5.1 For the Experience Factor, provide based on the contracts listed in L.5.2 below a brief narrative description of your or, if being subcontracted out, your subcontractors recent (performed within approximately the past three years) and relevant experience with the following (See M.6.5):

i) Performance of work in Theater in Southwest Asia (SWA) with 100 or more employees, C.1.3.1. For the purpose of this contract, SWA is defined as Afghanistan and Kuwait.

ii) Operation of SAMS-E1 and SAMS-E2 systems and Standard Army Retail Supply System (SARSS) at Supply Support Activities (SSAs). See Paragraph C.3.11.1.1 and C.3.11.1.2.

iii) Supply Management as required in C.3.11.2.2 and C.3.11.2.3 at an average number of parts ordered per month of (number to be added) and at an average number of (number to be added) for GFE items stocked.

iv) Transportation and Retrograde activities. Planning and executing international shipments of secondary and major items (C.3.11.4.2.) and Retrograde of material. Estimated number of shipments at (number to be added) per month. See Paragraph C.3.11.4.2.2.

v) Environmental, Safety and Occupational Health (ESOH). Experience (See paragraph preparation, staffing, implementing, surveying, and implementing corrective action process for all of the ESOH programs identified in Paragraphs C.3.10.2.1.1, C.3.10.2.2.1, C.3.10.2.2.3 and C.3.10.2.2.5 of the SOW.

vi) Operations Planning Cell. Experience in maintaining and updating the Common Operation Picture Reports. (See paragraph C.13.12.1.4) and asset tracking and Strategic Planning. (See Paragraph C.3.12.6.)

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L.5.1.1 The Offeror shall briefly describe the specific work to be performed by itself, as the prime Offeror, and by each of its significant partners/subcontractors/teammates.

L.5.2 The Offeror shall submit no more than eight (8) recent and relevant contracts. When submitting a "contract" which you consider to have Relevance, keep in mind that individual task orders, delivery orders and work directives issued against broader contract instruments (BPAs; IDIQ Contracts; Requirements Contracts; etc.) shall each be considered a "contract" for purposes of the eight (8) contract submission limitations. Identify those individual task orders, delivery orders and work directives which are most reflective of your recent/relevant Experience. A single contract may be applicable to multiple requirements under L.5.2 Attachment 31, Experience Relevance Matrix shall be completed and submitted in Volume IV, Experience Factor. The Offeror shall only submit those recent and relevant contracts for itself and its Subcontractor(s) for efforts that it proposes to be performed by the Offeror and its Subcontractor(s) on the MRAP FOV JLI effort. These may include foreign, federal, state, local, and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years from the date of issuance of this RFP.

L.5.3 Contract Information: For each of the up to eight (8) recent and relevant contracts submitted under L.5.1 provide the following information:

- (a) Contract Number (and delivery order/task order/work directive number if applicable) and Commercial and Government Entity (CAGE) code;
- (b) Contract Type;
- (c) Total Value of the Contract (beginning & ending value);
- (d) Contract Performance Schedule and Actual Dates of Contract Performance;
- (e) Government or commercial contracting activity address, telephone number and e-mail;
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
- (g) Government (DCMA) or commercial administrative contracting officer (ACO),
- (h) Contracting Officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email;
- (i) A discussion of specific similarities between these contract scopes of work and the scope in Section C and the relevance standards identified above in L.5.3 (a-g).
- (j) Any significant subcontracting or teaming agreements;
- (k) Percentage of effort performed as a prime or subcontractor;
- (l) Copies of the actual Statements of Work from each of the up to eight (8) submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.5.1 above.

L.5.4 Corporate Entities. If any contract listed as part of the Experience Factor submission was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify it and indicate which entity will perform this effort and its relationship to the Offeror. The Offeror shall also provide the above requested information for any proposed Subcontractor on which the Offeror is submitting Experience information.

L.5.5 Predecessor Companies. If you or Subcontractor(s) for which you are submitting Experience Information only have recent and relevant performance history as part of a predecessor company, the Government may consider that Experience in its evaluation of Experience. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.5.6 Contacting References. Offerors are advised that the Government may contact any of the references the Offeror provides, may contact other third parties for Experience information, and the Government reserves the right to use any information received as part of its evaluation. Offeror shall include in its proposal the written consent of its proposed Subcontractors to allow the Government to discuss the Subcontractor's Experience with the Offeror.

L.5.7 Relevancy Matrix: The Offeror shall submit the matrix at Attachment 31 of this RFP. The matrix identifies the experience considerations in the first row. The Offeror shall list each of the up to eight (8) prior contracts/orders in the left margin of each chart. In the Attachment 31 matrix, the Offeror may include a brief narrative of the similarities between the work cited and the

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requirements under this solicitation. However, any brief narrative provided in the matrix itself will not be sufficient to constitute as a substitute for the narrative required discussing the experience factor as required by L.5.3 (i) above.

Failure to provide the information requested under paragraph L.5.3 (a-i), so that the Government may evaluate the recency and relevance of offered experience may result in a lower rating.

**L.6 Volume V - Evaluation Factor 4: Small Business Participation**

Offerors are responsible for including sufficient detail to permit a complete evaluation under the Small Business Participation Factor Volume. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

**L.6.1 Application:** The following Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

**L.6.2 Definitions:** U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System (NAICS) code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

**L.6.3 Small Business Participation Factor Submittal:** ALL Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are required to complete Attachment 33, Small Business Participation Factor Submittal. The Attachment contains detailed instructions for filling out each tab in the file, including instructions for Offerors proposing as joint ventures or members of teaming agreements. Offerors must fill out Attachment 33 with goals for this solicitation specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting Plans in accordance with Section I of the solicitation. Attachment 33 must be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the solicitation. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

**L.6.3.1 Extent of Small Business Participation.** Offerors shall fill in the following two tabs. The term prime contractor refers to the Offeror:

(a) (Prime \$ Tab) Prime Contractor Participation Dollars - Offeror shall provide the dollars for the portion of work the prime contractor (s) will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB and SDB.

(b) (Sub \$ Tab) Subcontractor Participation Dollars - Offeror shall provide the dollars for the portion of work the First Tier Subcontractors will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB and SDB.

Based on inputs to the Small Business Participation Factor Submittal, the Offerors extent of small business participation in SB and SDB shall be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the Offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

**L.6.3.2 Support for Proposed Goals.**

**L.6.3.2.1 Small Business Lists.** Offerors shall fill in the following two tabs:

(a) (SB Prime List Tab) Small Business Prime List Offeror shall provide pertinent information about the small business prime contractors.

(b) (SB Sub List Tab) Small Business Subcontractor List - Offeror shall provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

**L.6.3.2.2 Consistency between Small Business Participation Factor Submittal and other Proposal Volumes.** Small Business Participation Factor Submittal content shall be consistent with any small business prime and subcontracting related information cited in the Offerors Cost/Price proposal and elsewhere in the Offerors response to the RFP. The Government may request Offerors to correlate or crosswalk the contents of the Offerors Small Business Participation Factor Submittal with small business references in the Cost/Price proposal and/or elsewhere in the Offerors RFP response. Offerors should carefully review the following two tabs in Attachment 33.

(a) (Con Tab) Consistency between the Small Business Participation Factor Submittal (Section L of the RFP) and Small Business Subcontracting Plan (Section I of RFP, FAR 52.219-9 and 252.219-7003). Offerors who are Other -Than-Small-Business should use this tab to check for consistency between their Small Business Participation Factor Submittal and Small Business Subcontracting Plan. Note that

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this tab does not constitute the submittal of Small Business Subcontracting Plan goals. The plan and associated goals must be submitted in accordance with this Section and the Section I clauses.

(b) (Roll-up Tab) Participation Roll-Up. All Offerors should use this tab to carefully check for accuracy and consistency in their proposals.

L.6.3.2.3 Corroboration. During the evaluation, the Government may request Offerors to submit a letter from a small business or other evidence corroborating the information in the Small Business Prime List and Small Business Subcontractors List in the Small Business Participation Factor Submittal.

L.6.3.2.4 Narrative. In addition to the Attachment, if the Offeror is a joint venture or team, the Offeror shall submit a very brief introductory narrative that explains the arrangement, including type of joint venture or teaming agreement. If an Offeror has any other need to clarify or explain anything in the Small Business Participation Factor Submittal, the information may be included in this narrative. BE BRIEF.

\*\*\* END OF NARRATIVE L0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	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-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of Provision)

L-7	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 TACOM LCMC, ATTN: CCTA (TACOM Army Contracting Center-Warren Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-8	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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

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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-9 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-10 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011  
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-11 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT JUL/2005

1. Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated

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a. The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

b. If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

2. The security measures below are consistent with Dept of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a. In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and a EPSQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 - AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

b. Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

c. Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC)).

d. All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

e. All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in the Outlook Forms crib and are below as an attachment.

(1) New MGNET Account.

(2) Trusted System Application (TUA 12) with attachments.

(3) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request.

(4) An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

e. IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current version of Symantec Anti-virus software.

(1) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

f. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

(1) Ensure only personnel designated to work on this contract have access to the computer equipment and information.

(2) Foreign Nationals must not have access to this equipment and information.

(3) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

g. DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

h. Access for agency/contractor will be limited to the TWNET and servers directly related to their contract work.

i. Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

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j. Coordinate with USAG-M Directorate Of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TUNET.

1. On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

3. POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, 586-574-5561.

( End of Clause )

L-12 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002  
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in

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the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and
WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,
WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,
WHEREAS, "nonpublic information" includes, but is not limited to such information as:
Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);
Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
Attorney work product;
Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)
PRINTED NAME: \_\_\_\_\_
TITLE: \_\_\_\_\_
EMPLOYER: \_\_\_\_\_

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-R-0034 MOD/AMD	Page 98 of 105
<b>Name of Offeror or Contractor:</b>		

L-13 DA, 52.215- ABILITY ONE SUBCONTRACTING CREDIT APR/2010  
5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

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

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

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

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

[End of Provision]

L-15 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small business to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) The offeror may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request, the copy shall be submitted to the buyer email address listed on the face page of the solicitation within five (5) workdays of the date of the request.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

**Name of Offeror or Contractor:**

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

(End of Provision)

(End of Clause)

L-16

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

**Name of Offeror or Contractor:**

Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(i) Remedies:

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

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

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## M. - EVALUATION FACTORS FOR AWARD

## M.1 Basis for Award

M.1.1 Selection of Successful Offeror. Based on the criteria set forth in Section M of this RFP, the Government intends to award one contract to the responsible Offeror whose proposal, as determined by the Source Selection Authority, represents the best value to the government. The best value will be determined on a Source Selection Trade-off basis considering Cost/Price and Non-Cost/Price Factors. The Government reserves the right to make no award if, upon evaluation, none of the proposals are deemed to meet the requirements at an acceptable level of risk or contain a total evaluated cost/price that is fair and reasonable.

M.1.2 The evaluation will be conducted on the following four Factors: Personnel Strategy, Cost/Price, Experience and Small Business Participation. In selecting Offeror(s) for award, the Government will weigh the evaluated proposal in the non-Cost/Price Factors against the evaluated Cost/Price to the Government. As part of the source selection tradeoff determination, the relative risks, strengths and/or weaknesses of each proposal shall be considered in selecting the offer that represents the best overall value to the Government.

## M.2 Rejection of Offers

Offerors must carefully read, understand and provide all the information requested in the Proposal Instructions contained in Section L. If there are parts of the Section L instructions you do not understand, request clarification from the Procuring Contracting Officer (PCO) prior to the date and time set for the closing of the RFP. The circumstances that may lead to the rejection of a proposal are:

(a) The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

i) When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

i) A proposal fails to provide any of the data and information required in Section L.

ii) A proposal provides some data, but omits significant material data and information required by Section L.

iii) A proposal merely repeats the contract Statement of Work without elaboration.

(b) Reflects an inherent lack of failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

(a) Contains any unexplained significant inconsistency between the proposed effort and cost/price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

(b) Is unbalanced as to cost and/or price. An unbalanced offer is one which is based on costs and/or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost and/or price for each base and option years.

(c) Is unaffordable.

(d) Offers a product or service that does not meet all stated material requirements of the solicitation.

## M.3 Evaluation Process:

Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 Rejection of Offers above.

## M.3.1 Source Selection Authority:

The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

## M.3.2 Source Selection Evaluation Board (SSEB):

An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this

**Name of Offeror or Contractor:**

solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals. A Source Selection Advisory Council (SSAC) will be appointed to provide advice and counsel to the SSA throughout the evaluation and award process.

**M.3.3 Discussions:**

This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate I) in Section L which advises that the Government intends to conduct discussions with Offerors who are in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (c) and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

**M.3.3.1 Forum and Timing of Discussions:**

If you are in the Competitive Range you may be sent written exchanges (called Discussions after establishment of a Competitive Range) regarding specific aspects of your proposal. Discussions may also be conducted via telephone conference or, in some cases, may take the form of face-to-face meetings with the PCO and the evaluation team. It is important for you to respond to any Discussions in the time frame identified. If you have missed a specified Discussion response time frame, the Government may evaluate your proposal as is, without any further information. If you do not understand a Government Discussion issue, contact the PCO to obtain clarification. All responses to Discussions, to include any resulting proposal revisions, must be provided to the PCO in writing. The PCO will notify all Offerors when Discussions are closed and will provide each Offeror remaining in the Competitive Range the opportunity to submit a Final Proposal Revision in accordance with FAR 15.307.

**M.3.4 Evaluation Factors:**

The Government will evaluate four Factors: 1) Personnel Strategy 2) Cost/Price, 3) Experience and 4) Small Business Participation.

**M.3.4.1 Relative Importance of Evaluation Factors:**

Personnel Strategy is equal in importance to Cost/Price. Cost/Price is more important than Experience. Experience is more important than Small Business Participation. Taken together, Personnel Strategy, Experience and Small Business Participation are more important than Cost/Price.

**M.3.4.2 Importance of Cost/Price:**

All the factors contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the Non-Cost/Price Factors, the more important the cost/price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Factors (M.3.4.1), Cost/ Price may be controlling when:

- (a) Proposals are otherwise considered approximately equal non-cost/price factors; or
- (b) An otherwise superior proposal is unaffordable; or
- (c) The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

**M.4 Evaluation Factor 1: Personnel Strategy**

M.4.1 The Government evaluation of Personnel Management and Phase-in under the Personnel Strategy factor will assess the risk that the Offeror will successfully meet the requirements of

- a) Timely phase-in within 90 days in accordance with C.3.4; and
- b) Maintaining an adequate work force in accordance with C.1.1

M.4.2. The Government evaluation of proposals will include the Program Constraints and Assumptions identified in Paragraph L.3.3 of this RFP. In terms of risk of unsuccessful performance of Phase-in requirements, Offerors credibly proposing an Early Operational Readiness (EOR) Period will be assessed as lower risk. All things equal, the SSA will consider the proposal credibly offering the earliest EOR the most advantageous and lowest risk for timely meeting the 90 day Phase-in requirement.

**M.5 Evaluation Factor 2: Cost/Price**

M.5.1 The Cost/Price Factor evaluation will assess the total evaluated Cost/Price to the Government. The total evaluated Cost/Price will include the sum of (a) the proposed CLINs and (b) if required, any adjustments made by the Government necessary to ensure the total evaluated cost for all Cost Reimbursement CLINs reflects the most probable cost to Government based on an assessment of

**Name of Offeror or Contractor:**

cost realism.

M.5.2 The Cost/Price proposal will be evaluated for reasonableness and realism as follows:

M.5.2.1 Reasonableness (Applicable to CPFF and FFP): The Government will evaluate the reasonableness of the Offeror's proposed costs - and prices, to include fee/profit. A cost/price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.5.2.2 Cost Realism (Applicable to CPFF Only): The Government will evaluate cost realism by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimates to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance described in the Offerors proposal. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the Offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, will be used in the trade-off evaluation to determine the best value. The most probable cost is determined by adjusting the Offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

M.6 Evaluation Factor 3: Experience

M.6.1 The Experience Factor will assess the risk probability that the prime Offeror, and any proposed subcontractors will, based upon the extent and relevance of recent experience applicable to the Offerors ability to successfully perform the required effort.

M.6.2 The risk assessment will be based on the extent of the Offerors relevant and recent experience with the following RFP scopes of work identified in L.5.3 (a-i)

M.6.3 Each Offeror must identify any specific experience (either its own or that of any vendors) it wishes the Government to consider in evaluating its proposal. Please note, however, that any such experience must be consistent with the Offerors proposed approach to contract performance in the other Factors (for example: the Price or Small Business Participation Factors) of evaluation. If it is not, the identified experience will be discounted accordingly.

M.6.4 Offerors without a record of recent and relevant Experience will be rated as No Confidence.

M.6.5 A higher rating will be assigned to Offerors who have relevant and recent Experience described in L.5.1 (i-vi) in Afghanistan.

M.6.6 A higher rating may be assigned to Offerors who have Experience in Afghanistan.

M.7 Evaluation Factor 4: Small Business Participation

M.7.1 The Government will evaluate the Offerors proposed extent of Small Business Participation in the performance of this contract for U.S. small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small business (WOSBs), HUBZone small business (HUBZone SBs), veteran-owned small business (VOSBs) and service disabled veteran-owned small businesses (SDVOSBs). The Offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. Therefore, if the Offeror is itself a U.S. small business concern under the North American Industry Classification System (NAICS) code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the Offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

M.7.2 The evaluation will consist of the following:

(a) The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals for SB and SDB expressed as percentage of Total Contract Value, shown below (Total Contract Value shall include the standardized Government plug numbers provided for material, ODCs and travel (Attachment 19)):

33% for SBs

5.0% for SDBs; and

(b) An assessment of the probability that the Offeror will achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon a proposal risk assessment of the Offerors proposed Small Business Participation Factor Submittal.

Name of Offeror or Contractor:

\*\*\* END OF NARRATIVE M0001 \*\*\*

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

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

Monthly Rental Rates

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

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

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%

0-2 years

3.00%

**Name of Offeror or Contractor:**

Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

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

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

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

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

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

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

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

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

[End of Provision]