

|  |  |  |  |   |                  |                                    |                    |
|--|--|--|--|---|------------------|------------------------------------|--------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA4   | <b>Page</b><br>1 | <b>of</b><br>1                     | <b>Pages</b><br>90 |
| <b>2. Contract Number</b>  |  | <b>3. Solicitation Number</b><br>W56HZV-14-R-0316                |  | <b>4. Type of Solicitation</b><br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Negotiated (RFP) |                  | <b>5. Date Issued</b><br>2014NOV26 |                    |
| <b>7. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>CCTA-HDB-A<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |  | <b>Code</b><br>W56HZV  |  | <b>8. Address Offer To (If Other Than Item 7)</b>   |                  |                                    |                    |

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 05:00pm (hour) local time 2014DEC26 (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><br>STEVEN P. NETTER | <b>B. Telephone (No Collect Calls)</b> |                           |             | <b>C. E-mail Address</b><br>STEVEN.P.NETTER2.CIV@MAIL.MIL |
|                                  |                                    | <b>Area Code</b><br>(586)              | <b>Number</b><br>282-7753 | <b>Ext.</b> |   |

**11. Table Of Contents**

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

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

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

|   |   |   |   |  |
|---|---|---|---|--|
| <b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b> | <input type="checkbox"/> 10 Calendar Days (%) | <input type="checkbox"/> 20 Calendar Days (%) | <input type="checkbox"/> 30 Calendar Days (%) | <input type="checkbox"/> Calendar Days (%) |
|---|---|---|---|--|

|   |                      |             |                      |             |
|---|----------------------|-------------|----------------------|-------------|
| <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> |
|---|-------------|-----------------|--|

|                              |  |                      |                       |
|------------------------------|--|----------------------|-----------------------|
| <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> |
|--|-------------------|---|

|   |  |                   |
|---|--|-------------------|
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) | <b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b> | <b>Item</b><br>25 |
|---|--|-------------------|

|   |             |                                    |             |
|---|-------------|------------------------------------|-------------|
| <b>24. Administered By (If other than Item 7)</b> | <b>Code</b> | <b>25. Payment Will Be Made By</b> | <b>Code</b> |
|---|-------------|------------------------------------|-------------|

|  |   |                       |
|--|---|-----------------------|
| <b>26. Name of Contracting Officer (Type or Print)</b> | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer) | <b>28. Award Date</b> |
|--|---|-----------------------|

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

|                           |  |                     |
|---------------------------|--|---------------------|
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|                           | PIIN/SIIN W56HZV-14-R-0316<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEVEN P. NETTER  
 Buyer Office Symbol/Telephone Number: CCTA-HDB-A/(586)282-7753  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts

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

This is an FMS Requirement

A.1 Funds are not presently available for this requirement. The Governments obligation is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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

| <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|------------------------|---|-------------|
| A-1                    | 52.204-4016 WARREN ELECTRONIC CONTRACTING | MAR/2013    |

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV14R0316](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0316)

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

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

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

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

(e) Note to offerors:

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

**Name of Offeror or Contractor:**

---

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 AFSP 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 and modifications 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 in the base contract or contract modifications, 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 Provision]

A-3            52.209-4025            NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL            MAR/2013

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.  
(End of Notice)

A-4            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 in the box below:

|                               |                   |   |
|-------------------------------|-------------------|---|
| :                             | :                 | : |
| :            Amendment Number | :            Date | : |
| :                             | :                 | : |



|                           |   |  |
|---------------------------|---|--|
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|---------------------------|---|--|

**Name of Offeror or Contractor:**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The contract clause entitled "Limitation of Cost" applies to each CLIN separately.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite each CLIN for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (June 2011), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 For CLIN's 0001 and 0003, Allowable costs shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment". The fixed fee is payable based on satisfactory performance of the specified level of effort. The Contractor may submit requests for payment every two weeks under this Contract. For each request, the contractor shall invoice fee as follows (subject to any applicable withholdings): Invoice Fee = Total CLIN Fixed fee amount times the man-days performed for the invoice period divided by total estimated man-days for the respective labor category, subject to any applicable withholdings.

B.1.4 For CLIN 0002, Allowable costs shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment". The Contractor shall submit requests for payment every two weeks under this Contract. For each request, the contractor may invoice fee as follows: Invoice Fee = Total CLIN Fixed fee amount times the costs for the invoice period divided by total CLIN estimated cost, subject to any applicable withholdings.

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

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0001    | FSR LABOR   |          |      |            |          |
| 0001AA  | <p><u>FSR LABOR (CPFF LOE)</u></p> <p>PROGRAM YEAR: 1<br/>                     SERVICE REQUESTED: FSR LABOR<br/>                     CLIN CONTRACT TYPE:<br/>                     Cost Plus Fixed Fee</p> <p>The contractor shall provide FSRs for 10/20/30/40 level OJT and Parts Supply Support in accordance with Section C, Performance Work Statement Paragraph 3.1, 3.2 and 3.3.</p> <p>(End of narrative B001)</p> <p>The contractor shall propose the estimated man-days, cost, and fixed fee per apportioned man-day for the following labor categories:</p> <p><u>Management:</u><br/>                     Estimated Man-Days:<br/>                     Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total:</p> <p><u>Trainer 10/20:</u><br/>                     Estimated Man-Days:<br/>                     Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total:</p> <p><u>Trainer 30/40:</u><br/>                     Estimated Man-Days:<br/>                     Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total:</p> <p><u>Interpreter:</u><br/>                     Estimated Man-Days:<br/>                     Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total:</p> <p>Total Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total Cost Plus Fixed Fee:</p> <p>(End of narrative B002)</p> | 1        | DA   |            | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0002    | <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DEL REL CD QUANTITY DAYS AFTER AWARD<br/>                     001 1 0365</p> <p>FSR SUPPORT ODC'S</p>  |          |      |            |          |
| 0002AA  | <p>ODC'S (CPFF) _____</p> <p>PROGRAM YEAR: 1<br/>                     SERVICE REQUESTED: FSR SUPPORT ODC'S<br/>                     CLIN CONTRACT TYPE:<br/>                     Cost Plus Fixed Fee</p> <p>The contractor shall provide Other Direct Costs (ODCs) in accordance with Section C, Performance Work Statement 3.5.</p> <p>(End of narrative B001)</p> <p>The contractor shall propose the estimated cost and fixed fee for ODC's as described in Section C, para 3.5, Performance Work Statement.</p> <p>Estimated Cost:<br/> <u>Fixed Fee:</u><br/>                     Total:</p> <p>(End of narrative B002)</p> | 1        | LO   |            | \$ _____ |
| 0003    | <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DEL REL CD QUANTITY DAYS AFTER AWARD<br/>                     001 1 0365</p> <p>SERVICE ITEM</p>   |          |      |            |          |
| 0003AA  | <p>CONUS SUPPORT</p>   |          |      |            | \$ _____ |



Name of Offeror or Contractor:

| ITEM NO       | SUPPLIES/SERVICES  | QUANTITY         | UNIT | UNIT PRICE                  | AMOUNT                      |                 |             |     |   |                  |   |    |                             |                             |
|---------------|--|------------------|------|-----------------------------|-----------------------------|-----------------|-------------|-----|---|------------------|---|----|-----------------------------|-----------------------------|
| A002          | <p><u>PARTS SUPPLY INVENTORY REPORT</u></p> <p>SERVICE REQUESTED: SERVICE</p> <p>The contractor shall provide Parts Supply Inventory Reports in accordance with Section C, paragraphs 3.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>   | DLVR SCH         |      | PERF COMPL                  | <u>REL CD</u>               | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | SEE DD FORM 1423 | 1 | LO | \$ <u>    ** NSP **    </u> | \$ <u>    ** NSP **    </u> |
| DLVR SCH      |  | PERF COMPL       |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| <u>REL CD</u> | <u>QUANTITY</u>  | <u>DATE</u>      |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| 001           | 1  | SEE DD FORM 1423 |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| A003          | <p><u>CORE IMS DATA</u></p> <p>SERVICE REQUESTED: SERVICE</p> <p>CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>The contractor shall update CoreIMS data in accordance with Section C, Performance Work Statement 3.3.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> | DLVR SCH         |      | PERF COMPL                  | <u>REL CD</u>               | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | SEE DD FORM 1423 | 1 | LO | \$ _____                    | \$ _____                    |
| DLVR SCH      |  | PERF COMPL       |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| <u>REL CD</u> | <u>QUANTITY</u>  | <u>DATE</u>      |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| 001           | 1  | SEE DD FORM 1423 |      |                             |                             |                 |             |     |   |                  |   |    |                             |                             |
| A004          | <p><u>INTEGRATED MASTER SCHEDULE</u></p> <p>SERVICE REQUESTED: SERVICE</p> <p>The contractor shall prepare an Integrated Master</p>  | 1                | LO   | \$ <u>    ** NSP **    </u> | \$ <u>    ** NSP **    </u> |                 |             |     |   |                  |   |    |                             |                             |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE              | AMOUNT                  |
|---------|---|----------|------|-------------------------|-------------------------|
|         | <p>Schedule in accordance with Performance Work Statement, Section C, 3.4.1</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH      PERF COMPL<br/> <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u><br/>                     001      1      SEE DD FORM 1423</p>   |          |      |                         |                         |
| A005    | <p><u>CONTRACTOR DRAWDOWN PLAN</u></p> <p>SERVICE REQUESTED: SERVICE</p> <p>The contractor shall prepare a Drawdown Plan in accordance with Section C, Performance Work Statement 3.4.1</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DLVR SCH      PERF COMPL<br/> <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u><br/>                     001      1      SEE DD FORM 1423</p> | 1        | LO   | \$ <u>    ** NSP **</u> | \$ <u>    ** NSP **</u> |
| A006    | <p><u>AGENDA</u></p> <p>SERVICE REQUESTED: SERVICE</p> <p>The contractor shall prepare an Agenda in accordance with Section C, Performance Work Statement 3.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>  | 1        | LO   | \$ <u>    ** NSP **</u> | \$ <u>    ** NSP **</u> |



CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO       | SUPPLIES/SERVICES  | QUANTITY         | UNIT | UNIT PRICE | AMOUNT        |                 |             |     |   |                  |  |  |  |  |
|---------------|--|------------------|------|------------|---------------|-----------------|-------------|-----|---|------------------|--|--|--|--|
|               | <p>SERVICE REQUESTED: SERVICE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>The contractor shall prepare 30/40 level POI in accordance with Section C, Performance Work Statement 3.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> | DLVR SCH         |      | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | SEE DD FORM 1423 |  |  |  |  |
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| <u>REL CD</u> | <u>QUANTITY</u>  | <u>DATE</u>      |      |            |               |                 |             |     |   |                  |  |  |  |  |
| 001           | 1  | SEE DD FORM 1423 |      |            |               |                 |             |     |   |                  |  |  |  |  |

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT FOR AFGHAN MSFV INTERIM CONTRACTOR TRAINING SUPPORT

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**Name of Offeror or Contractor:**

MSFV Interim Contractor Training Support  
Vision Statement

To provide interim contractor training support while the Contractor Logistics & Training Support (CL&TS) effort is under way.

**1 Introduction**

The purpose of this service contracting effort is to provide for Interim Contractor Training Support for the Afghan National Army (ANA) while a follow-on Contractor Logistics & Training Support contract is in development. These services are required to support the U.S. Strategic objectives in transitioning the war effort to the Government of the Islamic Republic of Afghanistan by enabling an Afghan organic capability in maintaining and sustaining the Mobile Strike Force Vehicle (MSFV).

**1.1 Mission**

To provide Interim Contractor Maintenance Training support on the MSFV, at the 10/20/30/40 levels, in the form of On-the-Job Training (OJT).

**1.2 Background**

ANA MSFV is a 4X4 armored tactical vehicle that provides mine and ballistic protection to the crew compartment, a weapons station and an ammunition storage area. Product Manager Allied Tactical Vehicles (PM ATV) currently manages the production, deprocessing, fielding, and new equipment training (NET) of MSFVs in Afghanistan.

There are over 600 MSFVs in the ANA inventory in three (3) MSFV variants:

1. MSFV with 40/50 Turret The 40/50 turret variant is an armored personnel carrier with an enclosed turret equipped with a Mk19 40mm grenade launcher and a M48 .50 caliber machine gun.
2. MSFV with Objective Gunner Protection Kit (OGPK) The OGPK variant is an armored personnel carrier with an open top hatch surrounded by a gunners protection kit equipped with a M2 .50 caliber machine gun.
3. MSFV Ambulance The ambulance variant is an armored personnel carrier outfitted with medical equipment to aid first responders.

The vehicle Original Equipment Manufacturer (OEM) currently trains ANA maintainers on operation and field level maintenance of the MSFVs over a period of four months in a classroom environment with limited hands-on experience. Once the ANA maintainers complete Operator New Equipment Training (OPNET) (10 level) and Field Level Maintenance New Equipment Training (FLMNET)(20 level), they deploy to their duty station. The OEM then provides approximately nine months of additional sustainment and maintenance support, in the form of OJT, reinforcing the lessons taught during classroom training.

**2 General Requirements**

The place of performance will be Kabul and Kandahar.

The overall goal of this program is to enable the Afghans to be self-sufficient in maintaining and sustaining their fleet of MSFVs. In order to achieve this goal, the contractor shall provide training, mentorship, supply support, and parts management in accordance with this PWS.

The contractor shall advise and assist the ANA during OJT at 10 through 40 levels of maintenance to allow the ANA an opportunity to perform maintenance and repair actions. The contractor shall also be responsible for managing a cache of MSFV parts at Pol-e-Charki base. This includes the receiving, inspecting, storing, packaging and distributing of the parts to the ANA when requested by the Government.

OJT is defined as training that takes place at the work site and is supervised by experienced personnel. It is an individual's observation of, and participation in given tasks demonstrated by experienced personnel for the purpose of acquiring competency in such tasks.

**2.1 Non-Personal Services**

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

**2.3 Contract Administration and Management**

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The following subsections specify requirements for contract, management, and personnel administration.

**2.3.1 Contract Management**

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations in Afghanistan and the contractor's corporate offices.

**2.3.2 Contract Administration**

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and its personnel assigned to support the contract. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

**2.3.3 Personnel Administration**

The contractor shall maintain the proficiency of its employees by providing initial and refresher training to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees.

The contractor will operate out of coalition bases utilizing existing infrastructure and work facilities. However, the contractor may be required to provide additional infrastructure to support contract tasks, such as temporary office space. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

Additionally, the contractor is responsible for vetting all employees including Afghans and non-Afghans in accordance with in-theater policy and procedures.

**2.5 Contractor Personnel, Disciplines, and Specialties**

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

The Contractor shall provide the necessary resources to manage, perform, and administer the contract.

**2.6 Location and Hours of Work**

The place of performance will be Kabul, Kandahar, and outlying Forward Operating Bases within Afghanistan. Normal Afghan training workdays are Saturday through Thursday except Afghan Holidays.

Afghan National Holidays include the Afghan New Year, Victory Day, Start of Ramadan, End of Ramadan, and Independence Day. The contractor shall be cognizant of regional holidays, national elections, other public holidays and shall adjust schedules accordingly.

Workers typically work 10-12 hours per day or 70-84 hours per week. The contractor shall adjust employee work times to meet mission requirements, including working additional (or less) hours and days during the week.

**2.7 Travel / Temporary Duty (TDY)**

All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy procedures - MOVECON, CENTCOM policies, base commander directives), and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs. The contractor shall notify the COR, in writing, prior to personnel movement for other than day to day movements between billeting location and duty location. The contractor shall adhere to all in-country Movement Control (MOVECON) requirements established by Coalition authorities.

**3 Performance Requirements**

The following section specifies the Performance Objectives and Performance Elements for the contract.

**3.1 The Contractor shall provide 10/20 Level On-the-Job-Training for the Afghan National Army.**

The contractor shall provide On-the-Job Training (OJT) to the Afghan National Army (ANA) at the Kandak, Brigade, and Special Operations Force (SOF) locations. The intent of OJT is to provide ANA mechanics an opportunity to perform maintenance, repair, training, supply and troubleshooting tasks with contractor support. The ANA are responsible for performing all tasks required to keep an MSFV mission capable. However, in the event the mechanics are unable to correctly perform the task themselves, the contractor shall demonstrate the task or repair needed. Multiple demonstrations may be required.

The contractor shall instruct the ANA on MSFV related repair, training, supply, maintenance and trouble-shooting tasks included in the Government Program of Instruction (POI) training materials used during formal Operator New Equipment Training (OPNET) and Field Level Maintenance New Equipment Training (FLMNET). The contractor shall be required to perform live hands-on demonstration of repair procedures and techniques to facilitate training. There may be repairs that are not currently covered in the Government provided OPNET and FLMNET. The Contractor may be required to provide training on items not included during formal OPNET and FLMNET.

OJT of supply tasks shall include verifying the proper MSFV related information on maintenance and supply documentation (e.g. Mod 9 &

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Mod 14 paperwork - Attachment 003) and verifying MSFV related information is correct prior to being loaded into the ANA supply systems (e.g. CoreIMS, Afghan Logistics Management System (ALMS), WebManage).

The contractor shall continue to provide training and advisory support to the ANA during Afghan led FLMNET instruction.

Performance Standards

a) STD: Contractor able to provide OJT at 10/20 locations

Deliverables

A001 Monthly Status Report

3.2 The Contractor shall provide 30/40 Level On-the-Job Training for the Afghan National Army.

The contractor shall provide 30/40 Level OJT for the ANA at Regional Logistics Support Centers, Brigades or other 30/40 Level Repair Centers. The intent of OJT is to provide ANA mechanics an opportunity to perform 30/40 level maintenance, repair, and troubleshooting tasks with contractor support. The contractor shall advise and assist the ANA on the correct inspection, troubleshooting, repair, and testing of MSFV major components as contained in Attachment 001 - MSFV 30/40 Level Components / Tasks.

The ANA are responsible for performing all 30/40 level tasks. However, in the event the mechanics are unable to correctly perform the task themselves, the contractor shall demonstrate the task or repair. Multiple demonstrations may be required.

The contractor shall develop and deliver POI for use during 30/40 level OJT. The POI shall be in English, Dari, and Pashtu. The contractor shall use best practices, OEM procedures, and current technical publications as guidance to develop POI for 30/40 level OJT.

Performance Standards

a) STD: Contractor able to provide OJT at 30/40 locations

b) STD: Contractor develops and delivers POI for 30/40 OJT

Deliverables

A001 Monthly Status Report

A009 30/40 POI

3.3 The Contractor shall provide Parts Supply Support for Afghan National Army.

The Government has on order a large quantity of parts to support the ANA. The Government will provide the list of parts already ordered to the contractor. The contractor shall receive, store, coordinate, prepare for shipping, and distribute spare parts packages to the ANA. The contractor shall provide personnel that have working knowledge of the Afghan Supply System in order to facilitate supply tasks under this requirement.

The contractor shall document and report all part activities in accordance with CDRL A002.

Performance Standards

a) STD: Contractor receives, stores, prepares for shipping, coordinates distributes, and documents all parts delivered to the contractor's location

b) STD: Contractor documents all parts activities

AQL: Parts activities are documented with 95% accuracy

Deliverables

A002 Parts Supply Inventory Report

A003 CORE IMS Data

3.3.1 MSFV Repair Parts and Special Tools List (RPSTL). The contractor shall update the MSFV RPSTL to reflect the latest system configuration. The contractor shall break-out major assemblies (engine, transmission, axle, etc) for 30 and 40 level tasks. For major assemblies not currently broken out, the contractor shall use commercial literature as an addendum to the RPSTL. The contractor shall then update the RPSTLs (Attachment 004, and Attachment 005) to include the vendor cage code, vendor part number, and NSN in accordance with CDRL A008 - RPSTL Updates. The contractor shall deliver one updated RPSTL for each attachment 004 and attachment 005 in accordance with CDRL A008.

Performance Standards

a) STD: RPSTL updated to the latest configuration with vendor cage code, vendor part number, and NSNs with major assemblies broken out for 30 and 40 level tasks.

Deliverables

A008 RPSTL Updates

3.3.2 The Contractor shall provide CORE-IMS data for MSFV parts. The ANA utilize Core-IMS as their inventory management system. The ANA

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require specific information to be loaded in to Core-IMS to enable parts procurement. The contractor shall provide all Core-IMS related MSFV parts information in accordance with the CDRL A003. The contractor shall use all parts contained in the updated MSFV Repair Parts and Special Tools List (RPSTL) manual as the basis for determining what parts need to be included in the CDRL. The Government will provide the non-updated RPSTL to the contractor at the Start of Work Meeting as Attachment 004 RPSTL - Hull, and Attachment 005 RPSTL Weapon Controls.

Performance Standards

- a) STD: Provides CORE-IMS data for all MSFV parts.
- AQL: 99% accuracy data for all parts in the MSFV RPSTL.

Deliverables

A003 CORE IMS Data

3.4 Meetings and Reviews for Interim Contractor Training Support.

3.4.1 Start of Work Meeting.

The contractor shall host a start of work meeting no less than 30 days after contract award at a mutually agreeable location. The meeting shall last for no more than eight hours.

The contractor shall deliver and present an Integrated Master Schedule and a Contractor Drawdown Plan in accordance with CDRLs A004 and A005.

The contractor shall provide an agenda in accordance with CDRL A006.

The contractor shall record and deliver meeting minutes in accordance with the CDRL A007.

Performance Standards

- a) STD: Contractor hosts start of work meeting.
- b) STD: Contractor delivers and presents an Integrated Master Schedule.
- c) STD: Contractor delivers and presents a Contractor Drawdown Plan.
- d) STD: Contractor records and delivers meeting minutes.

AQL: Meeting minutes are 95% accurate with the first submission.

Deliverables

- A004 Integrated Master Schedule
- A005 Contractor Drawdown Plan
- A006 Meeting Agenda
- A007 Meeting Minutes

3.4.2 Bi-weekly telecons. The contractor shall host a bi-weekly telecon for the Interim Contractor Training Support. The contractor shall provide an update of the program discussing any key events and activities since the last telecon. The telecon shall be for no more than one hour in duration. The contractor shall record meeting minutes and deliver meeting minutes in accordance with CDRL A007.

Performance Standards

- a) STD: Hosts bi-weekly telecon.
- b) STD: Record and deliver meeting minutes.

AQL: Meeting minutes are 95% accurate with the first submission. Minutes are delivered on time 95% of the time.

Deliverables

A007 Meeting Minutes

3.4.3 Quarterly Program Review.

The contractor shall host a quarterly program review at a mutually agreeable location and in a mutually agreeable manner (ex: telecon, face-to-face, etc). The meeting shall be for no more than eight hours in duration.

The contractor shall present any revisions to the Integrated Master Schedule as well as discuss any current issues. This is an opportunity for the contractor to obtain guidance or assistance from the Program Manager. The contractor shall provide an agenda \~in accordance with the CDRL A006. The contractor shall record and deliver meeting minutes in accordance with CDRL A007.

Performance Standards

- a) STD: Contractor hosts quarterly program reviews.
- b) STD: Contractor delivers and presents an Integrated Master Schedule.

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- c) STD: Contractor delivers an agenda prior to the review.
- d) STD: Contractor records and delivers meeting minutes.

AQL: Meeting minutes are 95% accurate with the first submission.

Deliverables

A004 Integrated Master Schedule

A006 Meeting Agenda

A007 Meeting Minutes

3.5 Other Direct Costs (ODCs)

The contractor shall be responsible for all ODCs not provided by the Government. This may include such as travel, shipping, transportation, material handling equipment, interpreters, communications equipment, tools, licenses, and any other ancillary support items to execute the requirements under this contract.

If the Contractor has a DCMA-approved purchasing system, the Contractor shall obtain the advance written approval of the COR for any ODC charge in excess of \$10,000.

If the Contractor does not have, or does not maintain, a DCMA-approved purchasing system, the Contractor shall obtain the advance written approval of the COR for any ODC charge excess of \$5,000.

As part of each request, the Contractor shall include price or cost justification sufficient for the COR or Contracting Officer to verify the reasonableness of the proposed price.

4 Special Requirements

This section describes the special requirements for this effort.

4.1 Security and Safety

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254 (Attachment 0007). All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

The contractor shall have a policy that will outline responsibilities in the following areas: Contractor security supervision; Standard Practice Procedures; access, accountability, storage, and transmission of classified material; marking requirements; security education; personnel security clearances; reports; security checks; security guidance; emergency protection; protection of government resources; DD Forms 254; periodic security reviews; and other responsibilities, as required. This policy shall be available for review at Government request.

4.2 Transition

The contractor shall follow the Contractor Drawdown Plan submitted as part of the Start of Work Meeting and keep the Government fully informed of status throughout the transition period. Throughout the phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-out periods.

4.3 Government Furnished Materials

The Government will make available the materials, office space, communications capability and information for use by the contractor in the performance of this contract.

4.4 Environmental Requirements

The contractor shall adhere to all host country laws and policies regarding Environmental Requirements.

4.5 Reserved

4.6 Quality

This section describes the Quality Control components for this effort.

4.6.1 Quality Control Plan (QCP)

The Contractor shall develop a QCP and maintain an effective quality control program to ensure services are performed in accordance with this contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

The contractor shall submit its QCP at the time of contract award. The Contracting Officer may notify the contractor of required modifications to the plan during the period of performance. The contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is

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found "unacceptable."

4.6.2 Quality Assurance Surveillance Plan (QASP)

The Government will monitor the contractors performance under this contract in accordance with the Governments QASP

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

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| C-1<br>52.204-4003<br>(TACOM) | START OF WORK MEETING | SEP/2013    |

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees 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. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

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| C-2 | 5152.222-5900<br>(C-JTSCC) | PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,<br>AND WITHHOLDING OF EMPLOYEE PASSPORTS | MAR/2014 |
|-----|----------------------------|---|----------|

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

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

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

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

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

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractors written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided 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. Government furnished facilities will be provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.

(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.

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(End of clause)

C-3 5152.225-5900 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES DEC/2011  
(C-JTSCC) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

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

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

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

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

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

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

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

- (1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.
- (2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.
- (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the

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COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

(End of clause)

C-4 5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS  
(C-JTSCC)

DEC/2011

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

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

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

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

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

(End of clause)

C-5 5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS  
(C-JTSCC)

JUN/2014

**Name of Offeror or Contractor:**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) 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.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be reevaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) 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 in all subcontracts with performance in the theater of operations.

(e) 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/Role III (emergency) military treatment facilities (MTF) 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.

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

(g) 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/FinancialManagement/Reports/rates2014.aspx>.

(End of clause)

C-6 5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING  
(C-JTSCC)

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 Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

(End of Clause)

C-7 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR  
(C-JTSCC) EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

JUN/2014

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and

**Name of Offeror or Contractor:**

DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractors medical provider or local economy providers location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. 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 and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractors medical provider or local economy provider will look for interval changes from prior CXRs and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, all contractor (and sub-contractor) personnel with suspected or confirmed TB are required to medically evacuated (MEDEVACd) to the closest commercial medical treatment facility for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. Personnel shall be immediately transported out of theater once they have documentation of at least 3 consecutive negative sputum smears.

(c) In addition, all employees involved in food service, water and/or ice production facilities must be prescreened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. It also includes contractors and subcontractors documentation that each individual employee of these entities have completed: (1) the full series of immunizations for Typhoid and Hepatitis A (full series) immunizations as contained in the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), (2) the required TB tests, and (3) screening for Hepatitis B and C.

(d) Proof of all contractor and sub-contractor employee pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) shall be made available to the designated Government representative throughout the life of the contract, and provided at the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of clause)

C-8 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS  
(C-JTSCC)

APR/2012

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

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

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

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

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

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

(End)

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

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<br>(TACOM) | CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS | JUN/2012 |
|------|------------------------|---|----------|

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<br>(TACOM) | REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN | JAN/2014 |
|------|------------------------|--|----------|

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

(End of Clause)

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

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

(End of Clause)

|      |             |                            |          |
|------|-------------|----------------------------|----------|
| C-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)

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>                               | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-5               | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR/1984    |

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)       | APR/1984    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                                   | APR/1984    |
| F-3 | 52.247-55              | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003    |
| F-4 | 252.211-7007           | REPORTING OF GOVERNMENT-FURNISHED PROPERTY                 | AUG/2012    |
| F-5 | 52.225-4000<br>(TACOM) | VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES     | APR/2000    |

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

[End of Clause]

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## SECTION G - CONTRACT ADMINISTRATION DATA

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|     |  |          |
|-----|--|----------|
| G-1 | 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | MAY/2013 |
|-----|--|----------|

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2in1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | -3-                        |
| Issue By DoDAAC           | -4-                        |
| Admin DoDAAC              | -5-                        |
| Inspect By DoDAAC         | -6-                        |
| Ship To Code              | N/A                        |
| Ship From Code            | N/A                        |
| Mark For Code             | N/A                        |
| Service Approver (DoDAAC) | Contact COR                |
| Service Acceptor (DoDAAC) | Contact COR                |
| Accept at Other DoDAAC    | N/A                        |
| LPO DoDAAC                | N/A                        |
| DCAA Auditor DoDAAC       | Contact ACO                |
| Other DoDAAC(s)           | N/A                        |

|                           |  |                      |
|---------------------------|--|----------------------|
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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

-17-

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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

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**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | <u>Regulatory Cite</u>     | <u>Title</u>  | <u>Date</u> |
|-----|----------------------------|---|-------------|
| H-1 | 252.222-7006               | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS | DEC/2010    |
| H-2 | 5152.225-5908<br>(C-JTSCC) | GOVERNMENT FURNISHED CONTRACTOR SUPPORT                     | MAY/2012    |

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Afghanistan.

When contractor employees are in transit all checked blocks are considered authorized.

## U.S. Citizens

|  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service   | <input checked="" type="checkbox"/> DFACs****                | <input checked="" type="checkbox"/> Mil Issue Equip              |
| <input checked="" type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage                      | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <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 checked="" 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"/> Embassy Services Kabul**                |  |  |

## Third-Country National (TCN) Employees

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

## Local National (LN) Employees

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

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

**Name of Offeror or Contractor:**

(End of clause)

H-3 5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS  
(C-JTSCC)

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 USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

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

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

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

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

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

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

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

(End of clause)

H-4 5152.225-5910 CONTRACTOR HEALTH AND SAFETY  
(C-JTSCC)

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.

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(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

5152.225-5915

CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY

JUN/2014

(C-JTSCC)

(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 Operational Contracting Support Drawdown 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 DFARS clause 252.225-7997 entitled "Contractor Demobilization". 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.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description &amp; Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location



**Name of Offeror or Contractor:**

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

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

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

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

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | NOV/2013    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | MAY/2014    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | MAY/2014    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | MAY/2014    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | MAY/2014    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | OCT/2010    |
| I-9  | 52.204-2               | SECURITY REQUIREMENTS  | AUG/1996    |
| I-10 | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER   | MAY/2011    |
| I-11 | 52.204-9               | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN/2011    |
| I-12 | 52.204-10              | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS   | JUL/2013    |
| I-13 | 52.204-12              | DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE   | DEC/2012    |
| I-14 | 52.204-13              | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  | JUL/2013    |
| I-15 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013    |
| I-16 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JUL/2013    |
| I-17 | 52.210-1               | MARKET RESEARCH  | APR/2011    |
| I-18 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-19 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-20 | 52.215-2               | AUDIT AND RECORDS--NEGOTIATIONS  | OCT/2010    |
| I-21 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-22 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA   | AUG/2011    |
| I-23 | 52.215-12              | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA   | OCT/2010    |
| I-24 | 52.215-14              | INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)  | OCT/1997    |
| I-25 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010    |
| I-26 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-27 | 52.215-21              | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS       | OCT/2010    |
| I-28 | 52.215-23              | LIMITATIONS ON PASS-THROUGH CHARGES  | OCT/2009    |
| I-29 | 52.216-4               | ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL  | JAN/1997    |
| I-30 | 52.216-8               | FIXED FEE  | JUN/2011    |
| I-31 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2014    |
| I-32 | 52.219-16              | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN  | JAN/1999    |
| I-33 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-34 | 52.222-17              | NONDISPLACEMENT OF QUALIFIED WORKERS   | MAY/2014    |
| I-35 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JAN/2014    |
| I-36 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-37 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-38 | 52.222-29              | NOTIFICATION OF VISA DENIAL  | JUN/2003    |
| I-39 | 52.222-37              | EMPLOYMENT REPORTS ON VETERANS   | JUL/2014    |
| I-40 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| 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 | 52.225-26              | CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES  | JUL/2013    |
| I-44 | 52.228-3               | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)   | JUL/2014    |
| I-45 | 52.228-7               | INSURANCE--LIABILITY TO THIRD PERSONS  | MAR/1996    |
| I-46 | 52.229-6               | TAXES--FOREIGN FIXED-PRICE CONTRACTS   | FEB/2013    |

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|-------|------------------------|---|-------------|
| I-47  | 52.232-1               | PAYMENTS  | APR/1984    |
| I-48  | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-49  | 52.232-11              | EXTRAS  | APR/1984    |
| I-50  | 52.232-17              | INTEREST  | MAY/2014    |
| I-51  | 52.232-20              | LIMITATION OF COST  | APR/1984    |
| I-52  | 52.232-25              | PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)  | FEB/2002    |
| I-53  | 52.232-25              | PROMPT PAYMENT  | JUL/2013    |
| I-54  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT   | JUL/2013    |
| I-55  | 52.232-39              | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS  | JUN/2013    |
| I-56  | 52.232-40              | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS   | DEC/2013    |
| I-57  | 52.233-1               | DISPUTES  | MAY/2014    |
| I-58  | 52.233-3               | PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)  | JUN/1985    |
| I-59  | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM   | OCT/2004    |
| I-60  | 52.237-3               | CONTINUITY OF SERVICES  | JAN/1991    |
| I-61  | 52.242-1               | NOTICE OF INTENT TO DISALLOW COSTS  | APR/1984    |
| I-62  | 52.242-3               | PENALTIES FOR UNALLOWABLE COSTS   | MAY/2014    |
| I-63  | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-64  | 52.243-2               | CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)   | APR/1984    |
| I-65  | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
| I-66  | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | OCT/2014    |
| I-67  | 52.245-1               | GOVERNMENT PROPERTY   | APR/2012    |
| I-68  | 52.245-9               | USE AND CHARGES   | APR/2012    |
| I-69  | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-70  | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS   | JUN/2003    |
| 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   | SEP/2013    |
| I-78  | 252.204-7000           | DISCLOSURE OF INFORMATION   | AUG/2013    |
| I-79  | 252.204-7002           | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED   | DEC/1991    |
| I-80  | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-81  | 252.204-7004           | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT  | FEB/2014    |
| I-82  | 252.204-7005           | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES   | NOV/2001    |
| I-83  | 252.204-7006           | BILLING INSTRUCTIONS  | OCT/2005    |
| I-84  | 252.204-7012           | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION   | NOV/2013    |
| I-85  | 252.204-7015           | DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS   | FEB/2014    |
| I-86  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-87  | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | MAR/2014    |
| I-88  | 252.215-7000           | PRICING ADJUSTMENTS   | DEC/2012    |
| I-89  | 252.215-7002           | COST ESTIMATING SYSTEM REQUIREMENTS   | DEC/2012    |
| I-90  | 252.222-7002           | COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)   | JUN/1997    |
| I-91  | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/2012    |
| I-92  | 252.225-7004           | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD                         | OCT/2010    |
| I-93  | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES   | JUN/2005    |
| I-94  | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | OCT/2010    |
| I-95  | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | FEB/2013    |
| I-96  | 252.225-7013           | DUTY-FREE ENTRY   | NOV/2014    |
| I-97  | 252.225-7028           | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS  | APR/2003    |
| I-98  | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES   | APR/2003    |
| I-99  | 252.225-7041           | CORRESPONDENCE IN ENGLISH   | JUN/1997    |
| I-100 | 252.225-7048           | EXPORT-CONTROLLED ITEMS   | JUN/2013    |
| I-101 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| I-102 | 252.227-7014           | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION                         | FEB/2014    |

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| I-103 | 252.227-7016           | RIGHTS IN BID OR PROPOSAL INFORMATION                             | JAN/2011    |
| I-104 | 252.228-7003           | CAPTURE AND DETENTION   | DEC/1991    |
| I-105 | 252.229-7011           | REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS             | SEP/2005    |
| I-106 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES                                      | DEC/1991    |
| I-107 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS   | JUN/2012    |
| I-108 | 252.232-7008           | ASSIGNMENT OF CLAIMS (OVERSEAS)                                   | JUN/1997    |
| I-109 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS                                       | DEC/2006    |
| I-110 | 252.237-7010           | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL | JUN/2013    |
| I-111 | 252.239-7001           | INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION       | JAN/2008    |
| I-112 | 252.242-7006           | ACCOUNTING SYSTEM ADMINISTRATION                                  | FEB/2012    |
| I-113 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                 | DEC/1991    |
| I-114 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT                                 | DEC/2012    |
| I-115 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS                                 | JUN/2013    |
| I-116 | 252.245-7001           | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY   | APR/2012    |
| I-117 | 252.245-7002           | REPORTING LOSS OF GOVERNMENT PROPERTY                             | APR/2012    |
| I-118 | 252.245-7003           | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION              | APR/2012    |
| I-119 | 252.245-7004           | REPORTING, REUTILIZATION, AND DISPOSAL                            | MAY/2013    |
| I-120 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA--BASIC                          | APR/2014    |
| I-121 | 52.216-7               | ALLOWABLE COST AND PAYMENT  | JUN/2013    |

## (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;

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(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

(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).

**Name of Offeror or Contractor:**

(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).

(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 limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

**Name of Offeror or Contractor:**

(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.

(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 --

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(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 Contractors indemnification of the Government against patent liability.

(End of Clause)

I-122            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 the timeframes specified in sections B & H of this contract

(End of Clause)

I-123            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-124            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 Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of 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

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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)

I-125

52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's 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 Officer's 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 Officer's written consent before placing the following subcontracts: TBD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's 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 subcontractor's 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;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's 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 subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's 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 Contractor's 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 Contractor's purchasing system as set forth in FAR Subpart 44.3.i

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

(End of clause)

I-126            252.225-7027            RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES            APR/2003

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

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

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

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

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

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

(End of clause)

I-127            252.225-7043            ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES            MAR/2006

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

I-128

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

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**Name of Offeror or Contractor:**

I-129 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

(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 <http://www.sba.gov/content/table-small-business-size-standards>

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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-130 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG

OCT/2001

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**Name of Offeror or Contractor:**

2013-00014 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

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(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of

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the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

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(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

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(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

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(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-131            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            JUL/2014  
(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-132            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014  
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-133            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).



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environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-135            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-136            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-137            252.219-7003            SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-            AUG/2013  
(DEV 2013-            00014)  
00014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count



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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-139            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-00020)            SEP/2014  
(DEV 2014-  
00020)

(a) The Contractor shall 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 opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) 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) and (b) 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 opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

I-140            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            SEP/2014  
(DEV 2014-            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-  
00020)            00020)

(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-141            252.225-7995            CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND            JUN/2014  
(DEV 2014-            AREA OF RESPONSIBILITY (DEVIATION 2014-00018)  
00018)

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

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of

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authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

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

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR 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) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) 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).

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

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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.

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(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.

(3) 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 USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable--

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

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

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

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

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

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; 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).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) 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 contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

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

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

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

(7) 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.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or drivers license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF specific requirements for each category will 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 CAAF deploying in support of an applicable operation

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

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

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(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 CAAF deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

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

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

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

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

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF 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 designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules. (Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>)

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

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

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- (A) Hired under contracts valued below the simplified acquisition threshold;
- (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
- (C) Who, while afloat, are tracked by the Diary message Reporting System.
- (3) Follow these steps to register in and use SPOT:
- (i) SPOT registration requires one of the following login methods:
- (A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or
- (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.
- (ii) To register in SPOT:
- (A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and
- (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.
- (iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.
- (iv)(A) Refer SPOT application assistance questions to the Customer Support Team at--
- (1) Phone: 703-578-5407, DSN 312-698-5407; or
- (2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).
- (B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.
- (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 Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
- (3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
- (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the

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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 USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. 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 Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(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;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor

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(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 performing in the USCENTCOM AOR.

(End of clause)

I-142            252.225-7997            CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017)            AUG/2013  
(DEV 2013-  
00017)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractors plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractors progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

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(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Governments authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractors failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employees badge is not returned, the 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 United States. Failure to comply with these requirements may result in delay of final payment.

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

(End of Clause)

I-143            252.229-7999        TAXES -- FOREIGN CONTRACTS IN AFGHANISTAN    (DEVIATION 2013-00016)            JUL/2013  
                   (DEV 2013-  
                   00016)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel

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from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individuals liability, not a tax against the Contractor or subcontractor.

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

(End of clause)

I-144            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-145            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]

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## SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>             | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------------------|-------------|----------------------------------|-----------------------|
| Exhibit A                        | CDRLS                    | 12-SEP-2014 | 006                              | DATA                  |
| Attachment 0001                  | 30/40 LEVEL TASKS        | 12-SEP-2014 | 010                              | EMAIL                 |
| Attachment 0002                  | CORE IMS SPREDSHEET      | 12-SEP-2014 | 001                              | EMAIL                 |
| Attachment 0003                  | MOD9 AND MOD14           | 12-SEP-2014 | 002                              | EMAIL                 |
| Attachment 0004                  | RPSTL - HULL             | 12-SEP-2014 | 684                              | EMAIL                 |
| Attachment 0005                  | RPSTL - WEAPONS CONTROLS | 12-SEP-2014 | 172                              | EMAIL                 |
| Attachment 0006                  | ACRONYMS AND GLOSSARY    | 25-SEP-2014 | 006                              | DATA                  |
| Attachment 0007                  | DD254                    | 09-AUG-2014 | 002                              | EMAIL                 |

**Name of Offeror or Contractor:**

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

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.225-20              | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--<br>CERTIFICATION   | AUG/2009    |
| K-2 | 52.225-25              | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED<br>ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION | DEC/2012    |
| K-3 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  | NOV/2011    |
| K-4 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST<br>COUNTRY   | JAN/2009    |
| K-5 | 252.209-7002           | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT   | JUN/2010    |
| K-6 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS  | NOV/2014    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

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(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

**Name of Offeror or Contractor:**

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date  | Change |
|--------------|-------|-------|--------|
| _____        | _____ | _____ | _____  |
| _____        | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-7            252.204-7007            ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS            AUG/2014

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on CampusRepresentation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price AdjustmentWage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages

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or prices of materials.

- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- \_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- \_\_\_ (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- \_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.
- \_\_\_ Use with Alternate I.
- \_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- \_\_\_ (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- \_\_\_ Use with Alternate I.
- \_\_\_ Use with Alternate II.
- \_\_\_ Use with Alternate III.
- \_\_\_ Use with Alternate IV.
- \_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS<br>Provision # | Title | Date  | Change |
|--------------------------|-------|-------|--------|
| _____                    | _____ | _____ | _____  |
| _____                    | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 72 of 90</b> |
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K-8            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            JUL/2013  
(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

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

(End of provision)

K-9            252.209-7993            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            FEB/2014  
(DEV 2014-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR  
00009)            2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

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(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; or

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

(b) The Offeror represents that--

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

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

(End of provision)

K-10            252.209-7994            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            OCT/2013  
(DEV 2014-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR  
00004)            2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

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

(b) The Offeror represents that--

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

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

(End of provision)

K-11            252.225-7998            PREFERENCE FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, THE            APR/2014  
(DEV 2014-            SOUTH CAUCASUS, OR AFGHANISTAN (DEVIATION 2014-00014)  
00014)

(a) Definitions. "Product from Central Asia, Pakistan, the South Caucasus, or Afghanistan" and "service from Central Asia, Pakistan, the South Caucasus, or Afghanistan" as used in this provision, are defined in the clause of this solicitation entitled Requirement for Products or Services from Central Asia, Pakistan, the South Caucasus, or Afghanistan (252.225-7999 (DEVIATION 2014-00014)).

(b) Representation. The Offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products from Central Asia, Pakistan, the South Caucasus, or Afghanistan or services from Central Asia, Pakistan, the South Caucasus, or Afghanistan, except those listed in paragraph (c) of this provision;

(c) Other products or services. The following offered products or services are not products from Central Asia, Pakistan, the South

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**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0316

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Caucasus or Afghanistan or services from Central Asia, Pakistan, the South Caucasus, or Afghanistan:

|                    |                     |
|--------------------|---------------------|
| (Line Item Number) | (Country of Origin) |
| _____              | _____               |
| _____              | _____               |

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by 100 percent the prices of offers of products or services that are not products or services from Central Asia, Pakistan, the South Caucasus, or Afghanistan.

(End of provision)

|      |             |                           |          |
|------|-------------|---------------------------|----------|
| K-12 | 52.215-4005 | MINIMUM ACCEPTANCE PERIOD | OCT/1985 |
|      | (TACOM)     |                           |          |

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

|      |             |                        |          |
|------|-------------|------------------------|----------|
| K-13 | 52.215-4010 | AUTHORIZED NEGOTIATORS | MAR/2013 |
|      | (TACOM)     |                        |          |

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

**PERSONS AUTHORIZED TO NEGOTIATE**

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

[End of Provision]

|      |             |   |          |
|------|-------------|---|----------|
| K-14 | 52.223-4002 | USE OF CLASS I OZONE-DEPLETING SUBSTANCES | OCT/2008 |
|      | (TACOM)     |   |          |



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

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM NUMBER   | JUL/2013    |
| L-2 | 52.204-7               | SYSTEM FOR AWARD MANAGEMENT  | JUL/2013    |
| L-3 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE   | APR/1991    |
| L-4 | 52.214-35              | SUBMISSIONS OF OFFERS IN U.S. CURRENCY   | APR/1991    |
| L-5 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY   | JUN/2003    |
| L-6 | 52.215-22              | LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT                    | OCT/2009    |
| L-7 | 252.225-7003           | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER    | OCT/2010    |
| L-8 | 252.234-7001           | NOTICE OF EARNED VALUE MANAGEMENT SYSTEM   | APR/2008    |
| L-9 | 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; [ x ] 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-10 | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997) | OCT/1997 |
|------|-----------|---|----------|

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

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

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

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

L-11            52.216-1            TYPE OF CONTRACT            APR/1984

The Government contemplates award of a Cost-Plus-Fixed-Fee contract, with two Firm-Fixed-Price CDRLs, resulting from this solicitation.

(End of Provision)

L-12            52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command 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-13            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL            AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a

|                           |  |                      |
|---------------------------|--|----------------------|
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single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-14            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST <https://assist.dla.mil/online/start/>
- (2) Quick Search <http://quicksearch.dla.mil/>
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard <https://assist.dla.mil/wizard/index.cfm>
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-15            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

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

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

L-16            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-17            252.215-7009            PROPOSAL ADEQUACY CHECKLIST            JAN/2014  
252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

**Name of Offeror or Contractor:**

| REFERENCES | SUBMISSION<br>ITEM | PROPOSAL<br>PAGE No. | If not provided<br>EXPLAIN (may<br>use continuation<br>pages) |
|------------|--------------------|----------------------|---|
|------------|--------------------|----------------------|---|

GENERAL INSTRUCTIONS

- |    |   |   |       |
|----|---|---|-------|
| 1. | FAR 15.408,<br>Table 15-2<br>Section I<br>Paragraph A   | Is there a properly<br>completed first page of the<br>proposal per FAR 15.408 Table<br>15-2 I.A or as specified in<br>the solicitation?   | _____ |
| 2. | FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph A(7)   | Does the proposal identify<br>the need for Government-<br>furnished material/tooling/<br>test equipment? Include the<br>accountable contract number<br>and contracting officer<br>contact information if known.   | _____ |
| 3. | FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph A(8)   | Does the proposal identify<br>and explain notifications of<br>noncompliance with Cost<br>Accounting Standards Board or<br>Cost Accounting Standards<br>(CAS); any proposal<br>inconsistencies with your<br>disclosed practices or<br>applicable CAS; and<br>inconsistencies with your<br>established estimating and<br>accounting principles and<br>procedures?   | _____ |
| 4. | FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph C(1)<br>FAR 2.101<br>"Cost or<br>pricing data" | Does the proposal disclose<br>any other known activity that<br>could materially impact the<br>costs? This may include, but<br>is not limited to, such<br>factors as--<br>(1) Vendor quotations;<br>(2) Nonrecurring costs;<br>(3) Information on changes<br>in production methods and in<br>production or purchasing<br>volume;<br>(4) Data supporting<br>projections of business<br>prospects and objectives and<br>related operations costs;<br>(5) Unit-cost trends such as<br>those associated with labor<br>efficiency;<br>(6) Make-or-buy decisions;<br>(7) Estimated resources to<br>attain business goals; and<br>(8) Information on management<br>decisions that could have a<br>significant bearing on costs. | _____ |
| 5. | FAR 15.408<br>Table 15-2,<br>Section I<br>Paragraph B   | Is an Index of all certified<br>cost or pricing data and<br>information accompanying or<br>identified in the proposal   | _____ |

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provided and appropriately referenced?

6. FAR 15.403-1(b) Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) \_\_\_\_\_
7. FAR 15.408 Table 15-2 Section I Paragraph C(2) (i) Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? \_\_\_\_\_
8. FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii) Does the proposal disclose the nature and amount of any contingencies included in the proposed price? \_\_\_\_\_
9. FAR 15.408 Table 15-2, Section II Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? \_\_\_\_\_
10. FAR 15.408, Table 15-2 Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) \_\_\_\_\_
11. FAR 15.408, Table 15-2, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? \_\_\_\_\_
12. FAR 15.408, Table 15-2, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal? \_\_\_\_\_
13. FAR 15.408, Table 15-2, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the \_\_\_\_\_

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proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?

COST ELEMENTS

MATERIALS AND SERVICES

- 14. FAR 15.408, Table 15-2, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

SUBCONTRACTS (Purchased materials or services)

- 15. DFARS 215.404-3 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?

- 16. FAR 15.404-3(c) FAR 52.244-2 Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?

- 17. FAR 15.408, Table 15-2, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

- 18. FAR 52.215-20 Has the offeror submitted an exception to the submission

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FAR 2.101  
 "commercial  
 item"

of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?

a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?

b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--

i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1)

Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? \_\_\_\_\_

**INTERORGANIZATIONAL TRANSFERS**

21. FAR 15.408, Table 15-2, Section II Paragraph A(2)

For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? \_\_\_\_\_

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22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? \_\_\_\_\_

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. \_\_\_\_\_

24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? \_\_\_\_\_

25. FAR Subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? \_\_\_\_\_

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) \_\_\_\_\_

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? \_\_\_\_\_

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28. FAR 15.408, Table 15-2 Section II Paragraph E If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? \_\_\_\_\_

29. FAR 15.408, Table 15-2, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount? \_\_\_\_\_

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal) \_\_\_\_\_

31. FAR 15.408, Table 15-2, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B? \_\_\_\_\_

32. FAR 15.408, Table 15-2 Section III Paragraph C For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C? \_\_\_\_\_

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? \_\_\_\_\_

34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? \_\_\_\_\_

35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? \_\_\_\_\_

36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: \_\_\_\_\_



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

(2) For required subcontractor certified cost or pricing data:

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

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

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

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

(End of Provision)

L-20 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT MAR/2013

CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal LCMC Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

( End of Provision )

L-21 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-22 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013  
DISCLOSURE STATEMENT

a) APPLICABILITY. 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 and all employees, agents or representatives of all subcontractors, suppliers and consultants.

b) DETROIT ARSENAL ACCESS.

1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued,

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or in possession of an authorized and valid access credential from the Detroit Arsenal installation.

- 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) **BADGES.**
- 1) **Badges/Passes.** Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passers and vehicle registration decals/passers. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
- 2) **Obtaining Badges.** Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
- 3) **Returning Badges.** The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph 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 contractors past performance on future acquisitions.
- 4) **Badge Guidance.**
- a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
- b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
- c) 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.
- d) **MEETING ATTENDANCE.** 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.
- e) **CLASSIFIED ACCESS.** If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) **REGULATORY COMPLIANCE.** 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, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.
- g) **NON-DISCLOSURE AGREEMENT.** 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, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT 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, **WH** EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in

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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 verbally within two business days, followed up in writing within five business days. 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 Provision]

L-23            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-24            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.

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

Page 89 of 90

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**Name of Offeror or Contractor:**

(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-25 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

L-26 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996  
(TACOM) TOOLING

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

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

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

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

[End of Provision]

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

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PIIN/SIIN W56HZV-14-R-0316

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| M-1 | 52.209-4011<br>(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]

- A. CONTRACT LINE ITEM NO: TBD
- B. EXHIBIT: A - CDRLS
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MSFV CL&TS
- E. CONTRACT/PR NO.:
- F. CONTRACTOR:
- G. PREPARED BY: Kheng Be
- H. DATE:
- I. APPROVED BY:
- J. DATE:

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Monthly Status Report
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MGMT-80368A (T)
- 5. CONTRACT REFERENCE: 3.1, 3.2
- 6. REQUIRING OFFICE: PM ATV
- 7. DD250 REQ.: LT
- 8. APP CODE: N/A
- 9. DIST. STMT. REQD: C
- 10. FREQUENCY: MONTHLY
- 11. AS OF DATE: O
- 12. DATE OF FIRST SUB.: 30 DAC - days after contract award
- 13. DATE OF SUBS. SUB.: 10 DARP - days after reporting period
- 14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each
- 15. TOTAL COPIES: 4
- 16. REMARKS: Add the following:
  - i. Summary of maintenance actions at the 30/40 level
  - ii. Personnel Status Report
- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV CL&TS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

- 1. DATA ITEM NO.: A002
- 2. TITLE OF DATA ITEM: Parts Supply Inventory Report
- 3. SUBTITLE: Spare Parts Usage Report
- 4. AUTHORITY: DI-ILSS-80483 (T)
- 5. CONTRACT REFERENCE: 3.3
- 6. REQUIRING OFFICE: PM ATV
- 7. DD250 REQ.: LT
- 8. APP CODE:
- 9. DIST. STMT. REQD: C
- 10. FREQUENCY: MONTHLY
- 11. AS OF DATE: O
- 12. DATE OF FIRST SUB.: 45 DAC
- 13. DATE OF SUBS. SUB.: 10 DARP
- 14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each

- 15. TOTAL COPIES: 4
  - 16. REMARKS: tailor - use only page 1 of 5. delete pages 2-5.
  - 17. PRICE GROUP:
  - 18. ESTIMATED TOTAL PRICE:
- 

- A. CONTRACT LINE ITEM NO: TBD
- B. EXHIBIT: A - CDRLS
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MSFV CL&TS
- E. CONTRACT/PR NO.:
- F. CONTRACTOR:
- G. PREPARED BY: Kheng Be
- H. DATE:
- I. APPROVED BY:
- J. DATE:

- 1. DATA ITEM NO.: A003
  - 2. TITLE OF DATA ITEM: CORE IMS Data
  - 3. SUBTITLE:
  - 4. AUTHORITY: Attachment 002
  - 5. CONTRACT REFERENCE: 3.3.2
  - 6. REQUIRING OFFICE: PM ATV
  - 7. DD250 REQ.: DD
  - 8. APP CODE:
  - 9. DIST. STMT. REQD: C
  - 10. FREQUENCY: ONCE
  - 11. AS OF DATE: 0
  - 12. DATE OF FIRST SUB.: 45 Days after Start of Work
  - 13. DATE OF SUBS. SUB.: AS GEN
  - 14. DISTRIBUTION
    - A. ADDRESSEES: COR, APM, LOG, PCO
    - B. COPIES: 1 each
  - 15. TOTAL COPIES: 4
  - 16. REMARKS:
  - 17. PRICE GROUP:
  - 18. ESTIMATED TOTAL PRICE:
- 

- A. CONTRACT LINE ITEM NO: TBD
- B. EXHIBIT: A - CDRLS
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MSFV CL&TS
- E. CONTRACT/PR NO.:
- F. CONTRACTOR:
- G. PREPARED BY: Kheng Be
- H. DATE:
- I. APPROVED BY:
- J. DATE:

- 1. DATA ITEM NO.: A004
- 2. TITLE OF DATA ITEM: Integrated Master Schedule
- 3. SUBTITLE: Integrated Program Management Report
- 4. AUTHORITY: DI-MGMT-81861(T)
- 5. CONTRACT REFERENCE:3.4.1
- 6. REQUIRING OFFICE: PM ATV
- 7. DD250 REQ.: LT
- 8. APP CODE:
- 9. DIST. STMT. REQD: C
- 10. FREQUENCY: MONTHLY
- 11. AS OF DATE: 0

12. DATE OF FIRST SUB.: START OF WORK MEETING
13. DATE OF SUBS. SUB.: Quarterly Program Review
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each
15. TOTAL COPIES: 4
16. REMARKS: tailor - use FORMAT 6 for Integrated Master Schedule only.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV CL&TS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Contractor Drawdown Plan
3. SUBTITLE: Personnel Drawdown
4. AUTHORITY:
5. CONTRACT REFERENCE:3.4.1
6. REQUIRING OFFICE: PM ATV
7. DD250 REQ.: LT
8. APP CODE:
9. DIST. STMT. REQD: C
10. FREQUENCY: ASGEN
11. AS OF DATE: 0
12. DATE OF FIRST SUB.: START OF WORK MEETING
13. DATE OF SUBS. SUB.:
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each
15. TOTAL COPIES: 4
16. REMARKS:
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV CL&TS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: Agenda
3. SUBTITLE: Meeting Agenda
4. AUTHORITY: DI-ADMN-814249A
5. CONTRACT REFERENCE:3.4
6. REQUIRING OFFICE: PM ATV
7. DD250 REQ.: LT
8. APP CODE:

9. DIST. STMT. REQD: C
10. FREQUENCY: ASGEN
11. AS OF DATE: O
12. DATE OF FIRST SUB.: ASGEN
13. DATE OF SUBS. SUB.: ASGEN
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each
15. TOTAL COPIES: 4
16. REMARKS: The contractor shall submit an agenda to the Government no less than 24 hours prior to a weekly meeting, no less than 7 days prior to a PMR, and no less than 14 days prior to an SMR.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV CL&TS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

1. DATA ITEM NO.: A007
2. TITLE OF DATA ITEM: Meeting Minutes
3. SUBTITLE: Report, Record of Meeting/Minutes
4. AUTHORITY: DI-ADMN-81505
5. CONTRACT REFERENCE:3.4
6. REQUIRING OFFICE: PM ATV
7. DD250 REQ.: LT
8. APP CODE:
9. DIST. STMT. REQD: C
10. FREQUENCY: ASGEN
11. AS OF DATE: O
12. DATE OF FIRST SUB.: ASGEN
13. DATE OF SUBS. SUB.: ASGEN
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG, PCO
  - B. COPIES: 1 each
15. TOTAL COPIES: 4
16. REMARKS: Contractor shall deliver meeting minutes within 2 days after a weekly meeting, within 7 days after a PMR and within 10 days after an SMR.

The Government will review the meeting minutes and provide comment within 48 hours after a weekly meeting, 7 days after a PMR and within 10 days after an SMR. If the contractor does not receive comments, the minutes will be considered accepted and final.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV CL&TS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

1. DATA ITEM NO.: A008
2. TITLE OF DATA ITEM: RPSTL Updates
3. SUBTITLE:
4. AUTHORITY: Attachment 004/Attachment 005
5. CONTRACT REFERENCE:3.3.1
6. REQUIRING OFFICE: PM ATV
7. DD250 REQ.: DD
8. APP CODE:
9. DIST. STMT. REQD: C
10. FREQUENCY: ASGEN
11. AS OF DATE: O
12. DATE OF FIRST SUB.: 90
13. DATE OF SUBS. SUB.: ASGEN
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG
  - B. COPIES: 1 each
15. TOTAL COPIES: 3
16. REMARKS: The contractor shall update the RPSTL to include the vendor cage code, vendor part number, and NSN. If an NSN is not applicable, the contractor shall leave that info blank. The contractor shall use the current RPSTL as the format. The Government will review the updated RPSTLs and provide comments within 30 days after receipt. The contractor shall provide any corrections within 15 days after receipt of Government comments for approval.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- 
- A. CONTRACT LINE ITEM NO: TBD
  - B. EXHIBIT: A - CDRLS
  - C. CATEGORY: OTHER
  - D. SYSTEM/ITEM: MSFV ICTS
  - E. CONTRACT/PR NO.:
  - F. CONTRACTOR:
  - G. PREPARED BY: Kheng Be
  - H. DATE:
  - I. APPROVED BY:
  - J. DATE:

1. DATA ITEM NO.: A009
2. TITLE OF DATA ITEM: 30/40 level POI
3. SUBTITLE:
4. AUTHORITY: Contractor Format
5. CONTRACT REFERENCE:3.2
6. REQUIRING OFFICE: PM ATV
7. DD250 REQ.: DD
8. APP CODE:
9. DIST. STMT. REQD: C
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: O
12. DATE OF FIRST SUB.: 30
13. DATE OF SUBS. SUB.: SEE BLK 16
14. DISTRIBUTION
  - A. ADDRESSEES: COR, APM, LOG
  - B. COPIES: 1 each
15. TOTAL COPIES: 3
16. REMARKS: The contractor shall submit draft POI, in electronic format, no later than 30 days after contract award for Government review. The Government will comment or provide corrections to be made within 14 days. The contractor shall submit a final POI for acceptance within 30 days after draft POI comments or corrections. The government will provide comments within 7 days of Final Reproducible Copy of POI. The contractor shall incorporate comments within 7 days for final acceptance. The contractor shall use MSFV 10/20 level POI as the style guide for 30/40 level POI.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

**PIIN/SIIN** W56HZV-14-R-0316

**MOD/AMD**

**ATT/EXH ID** Exhibit A

**PAGE** 6

Acronyms and Glossary

Administrative Contracting Officer (ACO)  
 After Action Report (AAR)  
 Afghan National Army (ANA)  
 Afghan National Police (ANP)  
 Afghan National Security Forces (ANSF)  
 Acceptable Quality Level (AQL)  
 Authorized Stock List (ASL)  
 Blanket Purchase Order (BPO)  
 Contracting Officer Representatives (COR)  
 Contracting Officer Technical Representative (COTR)  
 Combined Security Transition Command-Afghanistan (CSTC-A)  
 Database (DB)  
 Deputy Chief of Staff (DCOS)  
 Federal Acquisition Regulation (FAR)  
 Forecast Delivery Date (FDD)  
 Forward Support Teams (FST)  
 Forward Operating Bases (FOB)  
 Government Furnished Equipment (GFE)  
 Information Technology (IT)  
 Lead Contracting Officer Representatives (Lead COR)  
 Local Nationals - LN  
 Lubrication Orders (LO)  
 Mission Capable (MC)  
 Mobile Training Team (MTT)  
 National Stock Number (NSN)  
 NATO Training Mission-Afghanistan (NTM-A)  
 Original Equipment Manufacturer (OEM)  
 On the Job Training (OJT)  
 Quality Assurance Personnel (QAP) \~  
 Quality Control (QC)  
 Performance Work Statement (PWS)  
 Standard (STD)  
 Statement of Work (SOW)  
 Subject Matter Experts (SME)  
 Technical Bulletins (TB)  
 Technical Manuals (TM) \~  
 Test Measurement & Diagnostic Equipment (TMDE)  
 Technical Officer Representative (TOR)  
 United States Government (USG)

## GLOSSARY

Administrative Contracting Officer (ACO) - The ACO is the official liaison between the Government and the contractor. \~  
 Afghan - citizen or permanent resident of Afghanistan. I.e. Local Nationals, or members of the Afghan National Security Forces.  
 Afghanistan-Technical Equipment Maintenance Program (A-TEMP) a maintenance contract established to provide maintenance, training and supply chain training for the Afghan National Security Forces.  
 After Action Report (AAR) - is any form of retrospective analysis on a given sequence of goal oriented actions previously undertaken, describing what happened, what was supposed to happen and what actually happened.  
 Afghan National Army (ANA) - Afghan National Army (ANA) is a service branch of the Military of Afghanistan. \~It is under the responsibility of Afghanistan's Ministry of the Defense.  
 Afghan National Police (ANP) - is the primary national police force in Afghanistan. It is under the responsibility of Afghanistan's Ministry of the Interior.  
 Afghan National Security Forces (ANSF) the combined forces of the Afghan National Police and Afghan National Army.  
 Authorized Stock List (ASL) -list of all items authorized to be stocked at a specific echelon of supply. The following are various types of authorized stockage lists: Prescribed load list; direct support unit stockage list; installation stockage list, maintenance shop stock; field Army depot stockage lists; theater authorized stockage list; national inventory control point demand stockage list; and list of items for operational projects.  
 Best Practice - A best practice is a method or technique that has consistently shown results superior to those achieved with other means, and that is used as a benchmark. In addition, a "best" practice can evolve to become better as improvements are discovered.  
 Blanket Purchase Order (BPO) - is a purchase order that is valid for a specified period of time and authorizes multiple orders during that time period.  
 Combined Security Transition Command-Afghanistan (CSTC-A) - is a multinational military formation. Its primary role is the training and development of  
 Afghan security forces like the Afghan National Army. Its headquarters is at Camp Eggers, Kabul

Condition Code A - Serviceable, issuable without qualification. New, used, repaired, or reconditioned materiel which is serviceable and issuable to all customers without limitation or restriction.

Contracting Officer Representatives (COR) - is a Government official appointed in writing by the Administrative Contracting Officer who provides technical direction, clarification and guidance with respect to the contract specifications and statement of work. The COR is the technical liaison between the contractor and the Administrative Contracting Officer and is responsible for ensuring satisfactory performance and timely delivery as set forth in the contract. The COR is appointed by a COR Appointment letter which sets out roles, responsibilities, limitations and duties from the Administrative Contracting Officer.

Contracting Officer Technical Representative (COTR) - is a business communications liaison between the United States government and a private contractor. He or she ensures that their goals are mutually beneficial. The COTR is normally a federal or state employee who is responsible for recommending authorizing (or denying) actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting contractors and sub-contractors.

Database (DB) - A database is a structured collection of records or data that is stored in a computer system. The structure is achieved by organizing the data of related electronic records in a standardized format, searchable in a variety of ways.

Deputy Chief of Staff (DCOS) - A person appointed or empowered to act for another.

An assistant exercising full authority in the absence of his or her superior and equal authority in emergencies.

Federal Acquisition Regulation (FAR) - is the principal set of rules in the Federal Acquisition Regulation System. This system consists of sets of regulations issued by agencies of the Federal government of the United States to govern what is called the "acquisition process," which is the process through which the government purchases ("acquires") goods and services.

Forecast Delivery Date (FDD) - The forecast and delivery date is the best estimate as to when the quantity of a line item, that is scheduled under the contract delivery date and the ship to point.

Forward Support Teams (FST) is a team sent forward of its owning unit, to provide limited maintenance or whatever assistance is needed for execution capability to a combatant commander.

Forward Operating Bases (FOB) - is any secured forward position that is used to support tactical operations.

Fully Mission Capable (FMC) - FMC is defined as: Systems and equipment that are safe to operate and have all mission-essential subsystems installed and operating properly as designated by the commercial manuals provided by the government. \~Additionally, an FMC vehicle has no faults that are listed in the "equipment not ready/available if column of the Operator and Maintenance manuals.

Government Furnished Equipment (GFE) - Equipment brought in to or sent by the Government to be used for a specific task or process during the duration of a grant or contract.

Information Technology (IT) - is the design, development, implementation, support or management of computer-based information systems, particularly software applications and computer hardware.

Inventory - An inventory is a physical count of property on hand. Components are inventoried when the end item is inventoried.

Lead Contracting Officer Representatives (Lead COR) - The Lead COR is appointed and serves as the main COR for a designated delivery order. The Lead COR usually is assigned to NTM-A CSTC-A CJ4.

Line Replaceable Unit (LRU) - A composite group of modules/subassemblies performing one or more discrete functions in communications-electronics system, constructed as an independently packaged unit for direct installation in communications-electronics equipment.

Local National - A local national is a person who is working in their country of citizenship. This term is used to refer to people who are not expatriates. A local national is a citizen in the country in which the business or contract performance is located.

Lubrication Orders (LO) - Primary approved medium for the publication of mandatory lubrication instructions on all equipment that requires lubrication by organizational maintenance.

Mentor(ing) - Employee training system under which a senior or more experienced individual (mentor) is assigned to act as an advisor, counselor, or guide to a junior or trainee. The mentor is responsible for providing support to, and feedback on, the individual in his or her charge.

Mission Capable (MC) - Material condition of any piece of military equipment, or training device indicating that it can perform all of its missions.

Mobile Training Team (MTT) - A team consisting of one or more personnel sent on temporary duty to give instruction. The mission of the team may be to train, maintain, and employ weapons and support systems, or to develop a self-training capability in a particular skill.

National Stock Number (NSN) - is a 13-digit numeric code identifying all the standardized material items of supply as they have been recognized by the United States Department of Defense.

NATO Training Mission-Afghanistan (NTM-A) - The organization tasked with the training of the Afghan National Security Forces.

Original Equipment Manufacturer (OEM) - the company that originally manufactured the product.

On the Job Training (OJT) - training that is given in a normal working situation, using the actual tools, equipment, documents or materials that they shall use when fully trained.

Operating Level of Supply - The quantities of materiel required to sustain operations in the interval between requisitions or the arrival of successive shipments. These quantities should be based on the established replenishment period (monthly, quarterly, etc.)

Quality Assurance Personnel (QAP) -Personnel that provides the function of management by which conformance of materiel to contract and specification requirements is assured. This assurance is obtained by evaluation of production quality controls and inspections exercised by procedures, supplemented by direct verification inspection of product. See also quality control.

Quality Control (QC) -That function of management relative to all procedures, methods, examinations, and tests required during procurement, receipt, storage, and issue that are necessary to provide the user with an item of the required quality. See also quality assurance.

Performance Work Statement (PWS) - A statement in the solicitation that identifies the technical, functional, and performance characteristics of the agencies requirements. \~The PWS describes the specific requirements the contractor must meet in performance of the contract in results-oriented, not process-oriented, terms.

Shop Stock - Repair parts and consumable supplies stocked within a support-level maintenance activity for internal use during accomplishment of maintenance requests.

Subject Matter Experts (SME) - is a person who is an expert in a particular area. Invariably, the term is used when there are professionals with technical project knowledge but without expertise in the field of application. Sometimes the acronym is voiced ("smee") and other times spelled ("S-M-E").

Statement of Work (SOW) - is a document used by an organization desiring to have work done (i.e., the prospective customer) produces an SOW as part of a Request for Proposals. The SOW specifies requirements at a very high level. Detailed requirements and pricing are usually specified at a later stage.

Technical Bulletins (TB) - A bulletin issued to an auto dealer by the manufacturer detailing a fix for a known concern.

Technical Manuals (TM) -A manual providing detailed treatment of specific subjects considered necessary for the full accomplishment of required training. A technical manual also contains descriptions of materiel and instructions for the operation, handling, and maintenance and repair thereof; information and instructions on technical procedures, exclusive of those of an administrative nature.

Test Measurement & Diagnostic Equipment (TMDE) - equipment required to perform a test and provide a diagnosis of the equipment.

Technical Officer Representative (TOR) A technically qualified person who oversees the contractor's performance. \~The TOR may serve as the CORs "trusted agent who can observe and report on contractors performance at a particular location. \~TORs are assigned in writing by memorandum from the COR or command.

United States Government (USG) - federal government of the United States.