

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 31

2. Amendment/Modification No.

P00027

3. Effective Date

2013AUG02

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND  
ELAINE NELSON  
WARREN, MICHIGAN 48397-5000  
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA CHICAGO  
1523 WEST CENTRAL ROAD  
BLDG 203  
ARLINGTON HEIGHTS IL 60005-2451

Code

S1403A

EMAIL: ELAINE.NELSON1@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

CNH AMERICA LLC  
700 STATE ST  
RACINE, WI 53404-3343

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-08-C-0392

10B. Dated (See Item 13)

2008JUN16

Code 10988

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
		TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013AUG02

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 31**

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ELAINE NELSON  
Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3531  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: B  
Weapon System: No Identified Army Weapons Systems  
Contract Expiration Date: 2014AUG06

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

Contract: W56HZV-08-C-0392  
Modification: P00027

Prior Contract Amount: \$11,662,715.57  
Amount of this Modification: \$ 1,823,950.63  
New Contact Amount: \$13,486,666.20

1. The purpose of this Supplemental Agreement, Modification P00027 is to:
  - a. Delete CLIN 0003AB in its entirety;
  - b. Remove excess funds and de-obligate associated funding under CLINs 0009AB, 0012AA, 0013AA, 0013AB, 0014AA, 0014AB, 0015AA, and 0018AA;
  - c. Establish CLIN 0021AB
  - d. Exercise and fund option year CLINs 0028AA through 0035AA for the Sixth Program Year.
  - e. Revise local clause FAR 52.217-4001, SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
  - f. Update four and add one theatre business clearance clauses in Section C and Section I.
2. Delete CLIN 0003AB, ACRN AA, for remaining material cost for 1st program year in its entirety. Total amount is decreased by \$48,849.50 from \$48,849.50 to \$0.00.
3. Under CLIN 0009AB, ACRN AB, remove excess funds and de-obligate associated funding in the amount of \$192,570.90. Total amount is decreased by \$192,570.90 from \$330,700.19 to \$138,129.29.
4. Under CLIN 0012AA, ACRN AC, remove excess funds and de-obligate associated funding in the amount of \$13,532.27. Total amount is decreased by \$13,532.27 from \$145,869.47 to \$132,337.20.
5. Under CLIN 0013AA, ACRN AB, remove excess funds and de-obligate associated funding in the amount of \$44,520.00. Total amount is decreased by \$44,520.00 from \$315,000.00 to \$270,480.00.
6. Under CLIN 0013AB, ACRN AB, remove excess funds and de-obligate associated funding in the amount of \$82,948.91. Total amount is decreased by \$82,948.91 from \$400,000.00 to \$317,051.09.
7. Under CLIN 0014AA, ACRN AC, remove excess funds and de-obligate associated funding in the amount of \$132,990.00. Total amount is decreased by \$132,990.00 from \$137,500.00 to \$4,510.00.
8. Under CLIN 0014AB, ACRN AC, remove excess funds and de-obligate associated funding in the amount of \$134,880.66. Total amount is decreased by \$134,880.66 from \$150,000.00 to \$15,119.34.
9. Under CLIN 0015AA, ACRN AC, remove excess funds and de-obligate associated funding in the amount of \$97,839.10. Total amount is decreased by \$97,839.10 from \$1,170,428.18 to \$1,072,589.08.
10. Under CLIN 0018AA, ACRN AD, remove excess funds and de-obligate associated funding in the amount of \$298,284.78. Total amount is decreased by \$298,284.78 from \$750,000.00 to \$451,715.22.
11. CLIN 0021AB is established in the NTE amount of \$30,000.00 for additional funds required for Material (CONUS NON Contingency). The Material Overhead Rate for the Fifth Program Year is 14%.
12. Unexercised Option CLINs 0028AA through 0035AA are hereby exercised for the Sixth Program Year. Period of Performance is: 07 August 2013 through 06 August 2014.

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

Page 3 of 31

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

13. Option CLIN 0028AA is funded in the NTE amount of \$375,000.00 for Interim Contractor Logistics Support (Direct Labor CONUS NON Contingency). Total number of hours is established at NTE 3,000 hrs.
14. Option CLIN 0029AA is funded in the NTE amount of \$400,000.00 (CONUS NON Contingency). The Material Overhead Rate for the Sixth Program Year is 14%.
15. Option CLIN 0030AA is funded in the NTE amount of \$156,250.00 for Interim Contractor Logistics Support (Direct Labor OCONUS NON Contingency). Total number of hours is established at NTE 1,250 hrs.
16. Option CLIN 0031AA is funded in the NTE amount of \$150,000.00 for Material (OCONUS NON Contingency). The Material Overhead Rate for the Sixth Program Year is 14%.
17. Option CLIN 0032AA is funded in the NTE amount of \$711,896.00 for the OCONUS Contingency Interim Contractor Logistics Support (ICLS) for 7,300 man hours of effort. (2 FSRs X 3,650 hours per man year = 7,300 man hours).
18. Option CLIN 0033AA is funded in the amount of \$750,000.00 for materials OCONUS contingency.
19. Option CLIN 0034AA is funded in the NTE amount of \$258,602.50 for the OCONUS Contingency Interim Contractor Logistics Support (ICLS) of up to three additional FSRs. (3,650 hours per man year).
20. Option CLIN 0035AA is funded in the amount of \$38,618.25 for the OCONUS Satellite Internet Service to support FSR's in Afghanistan.
21. Section I-118, local clause FAR 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY - FEB 2007, paragraph (a) is changed as followed:
- From:
- (a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than -1- days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the abouve-stated time for exercise of the option.
- To:
- (a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 06 August 2013. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the abouve-stated time for exercise of the option.
22. Updated the following clause versions:
- Section C, Clause 952.223-0001 from JUL/2010 version to AUG/2011 version.
  - Section C, Clause 952.225-0003 from DEC/2011 version to FEB/2013 version.
  - Section I, Clause 252.232-7003 from MAR/2008 version to JUN/2012 version.
  - Section I, Clause 252.225-7040 from JUN/2011 version to FEB/2013 version.
23. Added Clause 252.246-7004-SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT/2010) to Section I.
24. As a result of this modification, the total value of this contract is increased by \$1,823,950.63 from \$11,662,715.57 to \$13,486,666.20.
25. All other terms and conditions of the Basic Contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0026 \*\*\*

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS														
0003AB	<u>DELETED</u>														
0009	LOG SUPPORT - MATERI CLIN CONTRACT TYPE: Cost No Fee														
0009AB	<p><u>OCONUS - CONTINGENCY MATERIALS</u></p> <p>GENERIC NAME DESCRIPTION: LOG SUPPORT - MATERI                  PRON: P196F1862T PRON AMD: 02 ACRN: AB                  AMS CD: 53507495158                  PSC: H938</p> <p>ACTUAL COST FOR MATERIAL-OCONUS Contingency</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN SUPPORT OF CLIN 0009AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.6 THRU C.9.</p> <p>Material dollars in the NTE amount of \$750,000.</p> <p>Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>06-AUG-2010</td> </tr> </table> <p>\$ 138,129.29</p> <p>Period of Performance: 07 Aug 2009 - 06 Aug 2010.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		06-AUG-2010	1	LO		\$ 138,129.29
DLVR SCH	PERF COMPL														
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001	1														
	<u>DATE</u>														
	06-AUG-2010														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0012	INTERIM CONTRACTOR L CLIN CONTRACT TYPE: Cost No Fee																
0012AA	<p><u>OCONUS - CONTINGENCY (FSRS)</u></p> <p>GENERIC NAME DESCRIPTION: INTERIM CONTRACTOR L                      PRON: P106F2022T PRON AMD: 03 ACRN: AC                      AMS CD: 53507495167                      PSC: H938</p> <p>OCONUS - CONTINGENCY</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM CONTRACTOR LOGISTICS SUPPORT FOR THE HMEE TYPE III VEHICLES IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.6 THRU C.9.                      (NTE: \$145,869.47)</p> <p>The contractor shall provide Interim Contractor Logistics Support for HMEE Type III at three locations for 60 days.</p> <p>Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="267 1365 771 1501"> <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>05-OCT-2010</td> </tr> <tr> <td></td> <td>\$ 132,337.20</td> <td></td> </tr> </table> <p>Period of Performance: 07 Aug 2010 - 05 Oct 2010.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	05-OCT-2010		\$ 132,337.20		1	LO		\$ 132,337.20
DLVR SCH		PERF COMPL															
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Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0013	HMEE III CONTRACTOR CLIN CONTRACT TYPE: Time and Materials													
0013AA	<p><u>DIRECT LABOR - CONUS NON-CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: HMEE III CONTRACTOR                      PRON: P196F3972T PRON AMD: 01 ACRN: AB                      AMS CD: 53507495158                      PSC: H938</p> <p>CONUS NON CONTINGENCY</p> <p>CLIN TYPE:                      Time-and-Materiels</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM                      CONTRACTOR LOGISTICS SUPPORT FOR THE                      HMEE TYPE III VEHICLES IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.1 THRU C.5.                      (NTE: \$315,000.00)</p> <p>The Labor Rate for the Fourth Program Year is                      NTE 3,000 hours at a rate of \$105.00 per hr.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1339 771 1417"> <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>05-AUG-2012</td> </tr> </table> <p style="text-align: right;">\$ 270,480.00</p> <p>Period of Performance: 06 Aug 2011 - 05 AUG 2012.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	05-AUG-2012	1	LO		\$ 270,480.00
DLVR SCH		PERF COMPL												
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001	1	05-AUG-2012												

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Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0013AB	<p><u>MATERIAL O/H - CONUS NON-CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: HMEE III CONTRACTOR                      PRON: P196F3982T PRON AMD: 01 ACRN: AB                      AMS CD: 53507495158</p> <p>ACTUAL COST FOR MATERIAL-CONUS NON Contingency</p> <p>CLIN CONTRACT TYPE:                      Cost Contract</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN SUPPORT OF CLIN 0013AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.1 THRU C.5.</p> <p>The Material Handling Rate for the Fourth Program Year (07 AUG 11 - 06 AUG 12) is 12%.</p> <p>Material dollars in the NTE amount of \$400,000.00</p> <p>Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>05-AUG-2012</td> </tr> </table> <p>\$ 317,051.09</p> <p>Period of Performance: 06 Aug 2011 - 05 AUG 2012.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	05-AUG-2012	1	LO		\$ 317,051.09
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
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CONTINUATION SHEET

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 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0014	HMEE III CONTRACTOR CLIN CONTRACT TYPE: Time and Materials														
0014AA	<p><u>DIRECT LABOR - OCONUS NON-CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: HMEE III CONTRACTOR                      PRON: P106F4602T PRON AMD: 01 ACRN: AC                      AMS CD: 53507495167                      PSC: H938</p> <p>OCONUS - NON Contingency</p> <p>CLIN CONTRACT TYPE:                      Time-and-Materiels</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM                      CONTRACTOR LOGISTICS SUPPORT FOR THE                      HMEE TYPE III VEHICLES IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.1 THRU C.5.                      (NTE: \$137,500.00)</p> <p>The Labor Rate for the Fourth Program Year is                      NTE 1,250 hours at a rate of \$110.00 per hr.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1339 771 1417"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> </tr> <tr> <th></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td>05-AUG-2012</td> </tr> </tbody> </table> <p>\$ 4,510.00</p> <p>Period of Performance: 06 Aug 2011 - 05 AUG 2012.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	001	1		05-AUG-2012	1	LO		\$ 4,510.00
DLVR SCH	PERF COMPL														
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Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0014AB	<p><u>MATERIAL O/H - OCONUS NON-CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: HMEE III CONTRACTOR                      PRON: P106F4592T PRON AMD: 01 ACRN: AC                      AMS CD: 53507495167                      PSC: H938</p> <p>ACTUAL COST FOR MATERIAL-OCONUS NON Contingency</p> <p>CLIN CONTRACT TYPE:                      Cost Contract</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN SUPPORT OF CLIN 0014AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.1 THRU C.5.</p> <p>The Material Handling Rate for the Fourth Program Year (06 Aug 11 - 05 AUG 12) is 12%.</p> <p>Material dollars in the NTE amount of \$150,000.</p> <p>Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="261 1234 771 1312"> <thead> <tr> <th>DLVR SCH</th> <th>QUANTITY</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>05-AUG-2012</td> </tr> </tbody> </table> <p>\$ 15,119.34</p> <p>Period of Performance: 06 Aug 2011 - 05 AUG 2012.</p> <p>(End of narrative F001)</p>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE		001	1	05-AUG-2012	1	LO		\$ 15,119.34
DLVR SCH	QUANTITY	PERF COMPL												
REL CD	DATE													
001	1	05-AUG-2012												

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 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0015	INTERIM CONTRACTOR L CLIN CONTRACT TYPE: Firm Fixed Price														
0015AA	<p><u>OCONUS - CONTINGENCY (ICLS) FOR 10 MONTHS</u></p> <p>GENERIC NAME DESCRIPTION: INTERIM CONTRACTOR L                      PRON: P106F2022T PRON AMD: 03 ACRN: AC                      AMS CD: 53507495167</p> <p>The contractor shall provide 12,120 man hours                      of Interim Contractor Logistic Support(ICLS)                      the HMEE-III.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td>05-AUG-2011</td> </tr> </table> <p>\$ 1,072,589.08</p> <p>Period of Performance: 06 Oct 2010 - 05 Aug 2011.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	1		05-AUG-2011	1	LO		\$ 1,072,589.08
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
<u>DATE</u>															
001	1														
	05-AUG-2011														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0018	Spare Parts CLIN CONTRACT TYPE: Cost No Fee										
0018AA	<p><u>OCONUS - CONTINGENCY (ICLS) MATERIAL</u></p> <p>GENERIC NAME DESCRIPTION: Spare Parts                      PRON: EH1M0147EH PRON AMD: 01 ACRN: AD                      AMS CD: 13519700000                      PSC: H938</p> <p>ACTUAL COST FOR MATERIAL-OCONUS Contingency</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN SUPPORT OF CLIN 0017AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.6 THRU C.10.</p> <p>The Material Overhead Rate for the Third Program Year is 12%.                      Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                      1</td> <td>05-AUG-2012</td> </tr> </table> <p style="text-align: right;">\$      451,715.22</p> <p>Period of Performance: 06 Aug 2011 - 05 Aug 2012.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                      1	05-AUG-2012	1	LO		\$ 451,715.22
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                      1	05-AUG-2012										

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0021	INTERIM CONTRACTOR S CLIN CONTRACT TYPE: Cost No Fee													
0021AB	<p><u>SERVICES - PRICED</u></p> <p>GENERIC NAME DESCRIPTION: INTERIM CONTRACTOR S                      PRON: P116F5222T PRON AMD: 01 ACRN: AM</p> <p>ACTUAL COST FOR MATERIALS IAW 52.232-7(b)                      CLIN CONTRACT TYPE:                      Cost Contract</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN                      SUPPORT OF CONUS CLIN 0021AA AND IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.1 THRU C.5.</p> <p>The Material Handling Rate for the Fifth                      Program Year (07 AUG 12 - 06 AUG 13) is 14%.</p> <p>Material dollars in the NTE amount of \$30,000.00</p> <p>Contractor is authorized to bill monthly for                      payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1333 779 1417"> <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>06-AUG-2013</td> </tr> </table> <p style="text-align: right;">\$ 30,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2013	1	LO		\$ 30,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	06-AUG-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0028	BHL CONUS ICLS LABOR CLIN CONTRACT TYPE: Time and Materials													
0028AA	<p><u>DIRECT LABOR - CONUS NON-CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: BHL CONUS ICLS LABOR                      PRON: P116F5112T PRON AMD: 01 ACRN: AH</p> <p>CLIN TYPE:                      Time-and-Materials</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM CONTRACTOR LOGISTICS SUPPORT FOR THE HMEE TYPE III VEHICLES IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.1 THRU C.5.                      (NTE: \$375,000.00)</p> <p>The Labor Rate for the Sixth Program Year is NTE 3,000 hours at a rate of \$125.00 per hr.</p> <p><u>NOTE:</u> 1 Lot = 3000 hours.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1281 779 1365"> <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>06-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 375,000.00</p> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2014	1	LO		\$ 375,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	06-AUG-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0029	CONUS MATERIAL O/H CLIN CONTRACT TYPE: Cost No Fee																
0029AA	<p><u>MATERIAL O/H - CONUS NON CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: CONUS MATERIAL O/H                      PRON: P116F5182T PRON AMD: 01 ACRN: AL                      PSC: L038</p> <p>ACTUAL COST FOR MATERIALS</p> <p>CLIN CONTRACT TYPE:                      Cost Contract</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN                      SUPPORT OF CLIN 0028AA AND IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.1 THRU C.5.</p> <p>The Material Handling Rate for the Sixth                      Program Year (07 AUG 13 - 06 AUG 14) is 14%.</p> <p>Material dollars in the NTE amount of \$400,000.00</p> <p>Contractor is authorized to bill monthly for                      payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1394 769 1522"> <thead> <tr> <th>DLVR SCH</th> <th>QUANTITY</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>06-AUG-2014</td> </tr> <tr> <td></td> <td>\$ 400,000.00</td> <td></td> </tr> </tbody> </table> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE		001	1	06-AUG-2014		\$ 400,000.00		1	LO		\$ 400,000.00
DLVR SCH	QUANTITY	PERF COMPL															
REL CD	DATE																
001	1	06-AUG-2014															
	\$ 400,000.00																

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0030	OCONUS NON-CONTINGENCY CLIN CONTRACT TYPE: Labor Hour													
0030AA	<p><u>DIRECT LABOR - OCONUS NON CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: OCONUS NON-CONTINGENCY                      PRON: EH3M0063EH PRON AMD: 02 ACRN: AJ                      PSC: L038</p> <p>CLIN CONTRACT TYPE:                      Time-and-Materiels</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM                      CONTRACTOR LOGISTICS SUPPORT FOR THE                      HMEE TYPE III VEHICLES IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.1 THRU C.5.                      (NTE: \$156,250.00)</p> <p>The Labor Rate for the Sixth Program Year is                      NTE 1,250 hours at a rate of \$125.00 per hr.</p> <p><u>NOTE:</u> 1 Lot = 1250 hours.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1312 771 1396"> <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>06-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 156,250.00</p> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2014	1	LO		\$ 156,250.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	06-AUG-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0031	OCONUS NON-CONTINGENCY CLIN CONTRACT TYPE: Labor Hour																
0031AA	<p><u>MATERIAL O/H - OCONUS NON CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: OCONUS NON-CONTINGENCY                      PRON: EH3M0063EH PRON AMD: 02 ACRN: AJ                      PSC: L038</p> <p>ACTUAL COST FOR MATERIALS</p> <p>CLIN CONTRACT TYPE:                      Cost Contract</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIAL IN SUPPORT OF CLIN 0030AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.1 THRU C.5.</p> <p>The Material Handling Rate for the Sixth Program Year (07 Aug 13 - 06 AUG 14) is 14%.</p> <p>Material dollars in the NTE amount of \$150,000.00</p> <p>Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1394 769 1524"> <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>06-AUG-2014</td> </tr> <tr> <td></td> <td>\$ 150,000.00</td> <td></td> </tr> </table> <p>Period of Performance: 06 Aug 2013 - 05 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2014		\$ 150,000.00		1	LO		\$ 150,000.00
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	06-AUG-2014															
	\$ 150,000.00																

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0032	OCONUS CONTINGENCY CLIN CONTRACT TYPE: Time and Materials													
0032AA	<p><u>TWO FSRS FOR OCONUS CONTINGENCY (ICLS)</u></p> <p>GENERIC NAME DESCRIPTION: OCONUS CONTINGENCY                      PRON: EH3M0058EH PRON AMD: 04 ACRN: AK                      PSC: L038</p> <p>CLIN TYPE:                      Time-and-Materiels</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM                      CONTRACTOR LOGISTICS SUPPORT FOR THE                      HMEE TYPE III VEHICLES IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.6 THRU C.9.                      (NTE: \$711,896.00)</p> <p>The Labor Rate for the Sixth Program Year is                      NTE 7,300 hours at a rate of \$97.52 per hr.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1339 771 1417"> <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>06-AUG-2014</td> </tr> </table> <p style="text-align: center;">\$ 711,896.00</p> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2014	1	LO		\$ 711,896.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	06-AUG-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0033	OCONUS CONTINGENCY CLIN CONTRACT TYPE: Firm Fixed Price													
0033AA	<p><u>MATERIALS - OCONUS CONTINGENCY</u></p> <p>GENERIC NAME DESCRIPTION: OCONUS CONTINGENCY                      PRON: EH3M0058EH PRON AMD: 04 ACRN: AK                      PSC: L038</p> <p>ACTUAL COST FOR MATERIALS</p> <p>THE CONTRACTOR SHALL PROVIDE MATERIALS IN SUPPORT OF CLIN 0032AA AND IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.6 THRU C.10.</p> <p>The Material Overhead Rate for the Sixth Program Year is 14%.                      Contractor is authorized to bill monthly for payment on this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>06-AUG-2014</td> </tr> </table> <p>\$ 750,000.00</p> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	06-AUG-2014	1	LO		\$ 750,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	06-AUG-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0034	OCONUS CONTINGENCY CLIN CONTRACT TYPE: Firm Fixed Price														
0034AA	<p><u>UP TO 3 ADDITIONAL FSRs</u></p> <p>GENERIC NAME DESCRIPTION: OCONUS CONTINGENCY                      PRON: EH3M0063EH PRON AMD: 02 ACRN: AJ                      PSC: L038</p> <p>THE CONTRACTOR SHALL PROVIDE INTERIM                      CONTRACTOR LOGISTICS SUPPORT FOR THE                      HMEE TYPE III VEHICLES IN ACCORDANCE                      WITH SECTION C, PARAGRAPHS C.6 THRU C.9.                      (NTE: \$258,602.50)</p> <p>The contractor shall provide up to three                      additional men for 12 months for the                      Interim Contractor Logisitics Support                      for HMEE Type III vehicles.</p> <p>(3 FSRs x 3,650 hrs per man-year) = 10,950 hrs.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>06-AUG-2014</td> </tr> </table> <p>\$ 258,602.50</p> <p>Period of Performance: 07 Aug 2013 - 06 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		06-AUG-2014	1	LO		\$ 258,602.50
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	06-AUG-2014														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-08-C-0392 MOD/AMD P00027

Name of Offeror or Contractor: CNH AMERICA LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0035	ONE YEAR SATELLITE SVS CLIN CONTRACT TYPE: Firm Fixed Price													
0035AA	<p><u>SATELLITE INTERNET SERVICE - OCONUS</u></p> <p>GENERIC NAME DESCRIPTION: ONE YEAR SATELLITE SVS                      PRON: EH3M0063EH PRON AMD: 02 ACRN: AJ                      PSC: L038</p> <p>CLIN 0035AA is for an one (1) year                      subscription for Satellite Internet                      Service Afghanistan IAW C.4.6 to include the                      following Hardware: Tachyon Networks.</p> <p>Contract Period of performance:                      07 AUG 2013- 06 AUG 2014</p> <p>Contractor may invoice:                      11 Months @ \$3,218.18                      1 Monrh @ \$3,218.27</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="261 1262 769 1339"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> </tr> <tr> <th></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </tbody> </table> <p style="text-align: right;">\$ 38,618.25</p> <p>Period of Performance for Satellite Service: 01 SEP                      2013 - 31 AUG 2014.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 38,618.25
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>													
	<u>DATE</u>													
001	1	31-AUG-2014												

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 21 of 31**

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

C-1 CHANGED	952.223-0001 (C3)	REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS	AUG/2011
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Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:

Name  
Phone number  
e-mail address

Victim:

Name  
Gender (Male/Female)  
Age  
Nationality  
Country of permanent residence

Incident:

Description  
Location  
Date and time  
Other Pertinent Information

(End of clause)

C-2 CHANGED	952.225-0003 (C3)	FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)	FEB/2013
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(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Menieres Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-08-C-0392 <b>MOD/AMD</b> P00027	<b>Page 22 of 31</b>
<b>Name of Offeror or Contractor:</b> CNH AMERICA LLC		

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-08-C-0392

**MOD/AMD** P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AB	P186F1162T 53507495158 A18P51581C33	2	8ZCC07	AA \$	48,849.50 \$	-48,849.50 \$	0.00
0009AB	P196F1862T 53507495158 P19P51581CBBA	2	9ZCC13	AB \$	330,700.19 \$	-192,570.90 \$	138,129.29
0012AA	P106F2022T 53507495167 A10P51671CB1	2	0ZCC13	AC \$	145,869.47 \$	-13,532.27 \$	132,337.20
0013AA	P196F3972T 53507495158 A19P51581CB1	2	9ZCC13	AB \$	315,000.00 \$	-44,520.00 \$	270,480.00
0013AB	P196F3982T 53507495158 A19P51581CB1	2	9ZCC13	AB \$	400,000.00 \$	-82,948.91 \$	317,051.09
0014AA	P106F4602T 53507495167 A10P51671CB1	2	0ZCC13	AC \$	137,500.00 \$	-132,990.00 \$	4,510.00
0014AB	P106F4592T 53507495167 A10P51671CB1	2	0ZCC13	AC \$	150,000.00 \$	-134,880.66 \$	15,119.34
0015AA	P106F2022T 53507495167 A10P51671CB1	2	0ZCC13	AC \$	1,170,428.18 \$	-97,839.10 \$	1,072,589.08
0018AA	EH1M0147EH 13519700000	2	1LIMIU	AD \$	750,000.00 \$	-298,284.78 \$	451,715.22
0021AB	P116F5222T	1	A.0008461.2.1.18	AM \$	0.00 \$	30,000.00 \$	30,000.00
0028AA	P116F5112T	1	A.0008461.2.1.18	AH \$	0.00 \$	375,000.00 \$	375,000.00
0029AA	P116F5182T	1	A.0008461.2.1.18	AL \$	0.00 \$	400,000.00 \$	400,000.00
0030AA	EH3M0063EH	1	S.0009002.2.5	AJ \$	0.00 \$	156,250.00 \$	156,250.00
0031AA	EH3M0063EH	1	S.0009002.2.5	AJ \$	0.00 \$	150,000.00 \$	150,000.00
0032AA	EH3M0058EH	1	S.0009002.2.5	AK \$	0.00 \$	711,896.00 \$	711,896.00
0033AA	EH3M0058EH	1	S.0009002.2.5	AK \$	0.00 \$	750,000.00 \$	750,000.00
0034AA	EH3M0063EH	1	S.0009002.2.5	AJ \$	0.00 \$	258,602.50 \$	258,602.50
0035AA	EH3M0063EH	1	S.0009002.2.5	AJ \$	0.00 \$	38,618.25 \$	38,618.25
NET CHANGE						\$ 1,823,950.63	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AA	21 82035000081C1C09P53507431E1 S20113 W56HZV	\$ -48,849.50
AB	21 92035000091C1C09P53507431E1 S20113 W56HZV	\$ -320,039.81

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-08-C-0392

**MOD/AMD** P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

ACRN	ACCOUNTING CLASSIFICATION							INCREASE/ DECREASE
AC	21	02035000001C1C09P53507431E1	S20113		W56HZV			\$ -379,242.03
AD	21	12020000016D6D01P1351972571	S20113		W56HZV			\$ -298,284.78
AH	021	201120132035	A5XDO R05910ARF03	3101	L033941216	A.0008461.2.1.18	021001	\$ 375,000.00
AJ	021	201320132020	A60EE 13735BVFRE	2571	L033632458	S.0009002.2.5	021001	\$ 603,470.75
AK	021	201320132020	A60EE 13735BVFRE	2571	L033581269	S.0009002.2.5	021001	\$ 1,461,896.00
AL	021	201120132035	A5XDO R05910ARF03	3101	L034062199	A.0008461.2.1.18	021001	\$ 400,000.00
AM	021	201120132035	A5XDO R05910ARF03	3101	L034104861	A.0008461.2.1.18	021001	\$ 30,000.00
<b>NET CHANGE</b>								\$ 1,823,950.63

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 11,662,715.57	\$ 1,823,950.63	\$ 13,486,666.20

LINE ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION					
0003AB	AA	21	081020350000	S20113	81C1C095350749515831E1		8ZCC07S20113	W56HZV
0009AB	AB	21	091120350000	S20113	91C1C095350749515831E1		9ZCC13S20113	W56HZV
0012AA	AC	21	101220350000	W56HZV	01C1C095350749516731E1P106F2022T		0ZCC13	S20113
0013AA	AB	21	091120350000	W56HZV	91C1C095350749515831E1P196F3972T		9ZCC13	S20113
0013AB	AB	21	091120350000	W56HZV	91C1C095350749515831E1P196F3982T		9ZCC13	S20113
0014AA	AC	21	101220350000	W56HZV	01C1C095350749516731E1P106F4602T		0ZCC13	S20113
0014AB	AC	21	101220350000	W56HZV	01C1C095350749516731E1P106F4592T		0ZCC13	S20113
0015AA	AC	21	101220350000	W56HZV	01C1C095350749516731E1P106F2022T		0ZCC13	S20113
0018AA	AD	21	111120200000	W56HZV	16D6D01135197000002571EH1M0147EH		1LIMIU	S20113
0021AB	AM	021	201120132035	A5XDO R05910ARF03	3101	L034104861	A.0008461.2.1.18	021001
0028AA	AH	021	201120132035	A5XDO R05910ARF03	3101	L033941216	A.0008461.2.1.18	021001
0029AA	AL	021	201120132035	A5XDO R05910ARF03	3101	L034062199	A.0008461.2.1.18	021001
0030AA	AJ	021	201320132020	A60EE 13735BVFRE	2571	L033632458	S.0009002.2.5	021001
0031AA	AJ	021	201320132020	A60EE 13735BVFRE	2571	L033632458	S.0009002.2.5	021001
0032AA	AK	021	201320132020	A60EE 13735BVFRE	2571	L033581269	S.0009002.2.5	021001
0033AA	AK	021	201320132020	A60EE 13735BVFRE	2571	L033581269	S.0009002.2.5	021001
0034AA	AJ	021	201320132020	A60EE 13735BVFRE	2571	L033632458	S.0009002.2.5	021001
0035AA	AJ	021	201320132020	A60EE 13735BVFRE	2571	L033632458	S.0009002.2.5	021001

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

Page 25 of 31

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-2 CHANGED	252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	FEB/2013

(a) Definitions. As used in this clause

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

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"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.

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

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

Page 26 of 31

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

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

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

Page 27 of 31

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (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.

(e) Pre-deployment requirements.

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

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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

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

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

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

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

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

- (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.

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

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

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

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

Page 28 of 31

PIIN/SIIN W56HZV-08-C-0392

MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

**Name of Offeror or Contractor:** CNH AMERICA LLC

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

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

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

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

(j) Weapons.

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

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

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

(ii) The -1- may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

(i) Are adequately trained to carry and use them

(A) Safely;

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

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

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

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

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

(5) Upon redeployment or revocation by the Combatant Commander of the 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 designated operational area.

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 30 of 31</b>
	PIIN/SIIN W56HZV-08-C-0392	MOD/AMD P00027

**Name of Offeror or Contractor:** CNH AMERICA LLC

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-3 CHANGED 52.217-4001  
(TACOM)

SEPARATELY PRICED OPTION FOR INCREASED QUANTITY

FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 06 August 2013. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

[End of Clause]

I-4 ADDED 252.246-7004

SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS

OCT/2010

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

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

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 31 of 31****PIIN/SIIN** W56HZV-08-C-0392**MOD/AMD** P00027**Name of Offeror or Contractor:** CNH AMERICA LLC

(6) Waste disposal; and

(7) Telecommunications networks.

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

(End of clause)