

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 77	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-D-0084		3. Effective Date 2014APR24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND PAMELA TAIARIOL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		Code S1103A	
e-mail address: PAMELA.TAIARIOL@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) JCB INC. 2000 BAMFORD BLVD POOLER, GA 31322-9504		8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code OJKFO		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
		Item 12	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338
---	--	-------------	---	--	--------------------

13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$0.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	47
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	77
X	D	Packaging and Marking	25	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	27		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	29		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	37		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	40				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
---	---

19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2014APR24
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 77
	PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	

Name of Offeror or Contractor: JCB INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PAMELA TAIARIOL
 Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3523
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2014DEC31

*** End of Narrative A0000 ***

1. This contract is a Firm-Fixed Price, Requirements contract to JCB INC. for Interim Contractor Logistics Support for the HMEE-I vehicle.
2. The following are estimated quantities of items and services established on this contract:
 - a. CLIN 0001-FSR-CONUS/OCONUS NON-CONTINGENCY: ***Estimated Quantity 2,510 Days***
 - b. CLIN 0002-FSR-SOUTHWEST ASIA/AFGHANISTAN: ***Estimated Quantity 570 Days***
 - c. CLIN 0003-FSR-KUWAIT: ***Estimated Quantity 190 Days***
 - d. CLINS 0005-TRAINING: ***Estimated Quantity 84 Days Each***
 - e. CLINS 0006-0008-TRAINING: ***Estimated Quantity 56 Days Each***
3. The period of performance for CLINS 0001 and 0004-0011 is Date of Award through 31 December 2014. The period of performance for CLINS 0002 and 0003 is Date of Award through 31 October 2014.

*** 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 (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=W56HZV14R0156.
 - (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.

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

Page 3 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.

(e) Note to offerors:

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

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

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

Solicitations may remain posted on the 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 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-D-0084 is awarded to JCB INC.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The contractor's subcontracting plan dated 23 April 2014 is incorporated into the contract by reference.

(e) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	Page 4 of 77
---------------------------	--	----------------------------

Name of Offeror or Contractor: JCB INC.

A-3 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-4 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)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0084 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FSR-CONUS/OCONUS NON-CONTINGENCY</u></p> <p>SERVICE REQUESTED: FIELD SERVICE REPRESENTATIVE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0001 is IAW Scope of Work Section C.2.2.</p> <p>Period of Performance is Date of Award through 31 December 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for CONUS/OCONUS Non-Contingency FSR is \$559.00 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 559.00
0002	<p><u>FSR-SOUTHWEST ASIA-AFGHANISTAN</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0002 is IAW Scope of Work Section C.2.3.</p> <p>Period of Performance is Date of Award through 31 October 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for FSR-Southwest Asia/Afghanistan is \$1,269.47 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 1,269.47

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0084 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>FSR-KUWAIT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0003 is IAW Scope of Work Section C.2.3.</p> <p>Period of Performance is Date of Award through 31 October 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for FSR-Kuwait is \$1,797.96 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 1,797.96
0004	<p><u>ICLS PRICED REPAIR PARTS</u></p> <p>COMMODITY NAME: ICLS PRICED REPAIR PARTS PSC: 2590 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>See Repair Parts List at Exhibits B-F,</p> <p>ELINs B001-F133</p> <p>Notwithstanding Clause 52.242-4457(c)(1)(iii), for purposes of CLIN 0004, the delivery schedule for repair parts will be set forth in the delivery order.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** N/A **	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0084 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>FOB POINT: Origin</p> <p><u>NATIONAL TRAINING CENTER</u></p> <p>SERVICE REQUESTED: FIELD SERVICE REPRESENTATIVE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0005 is IAW Scope of Work Section C.3.1.</p> <p>Period of Performance is Date of Award through 31 December 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for National Training Center is \$618.43 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 618.43
0006	<p><u>JOINT READINESS TRNG CENTER</u></p> <p>SERVICE REQUESTED: FIELD SERVICE REPRESENTATIVE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0006 is IAW Scope of Work Section C.3.2.</p> <p>Period of Performance is Date of Award through 31 December 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for Joint Readiness Training Center is \$610.29 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 610.29

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>OTHER SPECIAL TRAINING EVENTS</u></p> <p>SERVICE REQUESTED: FIELD SERVICE REPRESENTATIVE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0007 is IAW Scope of Work Section C.3.3.</p> <p>Period of Performance is Date of Award through 31 December 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for Other Special Training Events is \$629.64 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 629.64
0008	<p><u>FIELD TRAINING EXERCISES</u></p> <p>SERVICE REQUESTED: FIELD SERVICE REPRESENTATIVE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0008 is IAW Scope of Work Section C.3.4.</p> <p>Period of Performance is Date of Award through 31 December 2014.</p> <p>Unit of Issue=DAYS</p> <p>Daily Rate for Field Training Exercises is \$1,840.12 per day.</p> <p>FOB Point=Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ 1,840.12

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0084 MOD/AMD

Page 9 of 77

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p><u>FSR TRAVEL EXPENSE-CONUS, OCONUS, SWA</u></p> <p>SERVICE REQUESTED: FSR TRAVEL EXPENSE CLIN CONTRACT TYPE: Cost No Fee</p> <p>CLIN 0009 is IAW Section C.4 of the Scope of Work and CDRL A003.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 200,000.00
0010	<p><u>DATA ITEMS</u></p> <p>Please note A001 - A004 are Not Separately Priced (NSP).</p> <p>(End of narrative B001)</p>				
A001	<p><u>ICS PARTS USAGE & MAINTENANCE DATA COLLECTION DATA</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
A002	<p><u>STATUS REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
A003	<p><u>TRAVEL EXPENSE REPORT</u></p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0084 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>TRAINING CENTER REPORT</u>				
0011	CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>CONTRACTOR MANPOWER REPORTING (CMR)</u>	1	LO		\$ <u> </u> ** NSP **
	CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 77****PIIN/SIIN** W56HZV-14-D-0084**MOD/AMD****Name of Offeror or Contractor:** JCB INC.

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

B-1	5152.225-5905 CONTRACT DELIVERY REQUIREMENTS (C-JTSCC)	AUG/2011
-----	---	----------

(a) REQUIRED DELIVERY DATE: Provided at time delivery order is placed

(b) CONTRACTOR DELIVERY LOCATION: Provided at time delivery order is placed

(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: Provided at time delivery order is placed
Phone No.: Provided at time delivery order is placed
email: Provided at time delivery order is placed

(d) FINAL DELIVERY DESTINATION: Provided at time delivery order is placed

(e) POINT-OF-CONTACT AT FINAL DESTINATION:

Name: Provided at time delivery order is placed
Phone No.: Provided at time delivery order is placed
email: Provided at time delivery order is placed

(f) REQUIRING ACTIVITY: Provided at time delivery order is placed
(End of clause)

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

Page 12 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.204-4003 (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 15 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]

C-2	52.204-4600	TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013
-----	-------------	---	----------

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

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

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

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at kenneth.r.zajac.civ@mail.mil before accessing the TASS website.

The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

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

The government will inform the contractors applicant via email of one of the following:

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 77
	PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	
Name of Offeror or Contractor: JCB INC.		

will then issue a CAC.

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

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

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

Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at cacsupport@mail.mil or 866-738-3222.

(End of Clause)

C-3	52.209-4020	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
	(TACOM)		

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 15 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 10 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

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

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 15 calendar days of contract award and within 45 calendar days of new employees commencing performance, with the results reported to the COR no later than 15 calendar days after contract award.

(End of Clause)

C-5	5152.222-5900	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011
	(C-JTSCC)		

(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

Name of Offeror or Contractor: JCB INC.

(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 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

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

(End of clause)

C-8 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-9 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR
(C-JTSCC) EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

DEC/2011

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases are screened and receive all required immunizations in accordance with USCENTCOM 021922Z Dec 11 Mod Eleven to USCENTCOM Individual Protection and Individual Unit Deployment Policy found on: <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. All immunizations will be given IAW Ref S. Refer to the military vaccine agency website (<http://www.vaccines.mil>).

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

Page 16 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

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

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

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

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

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

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

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request. (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) LN and TCN contractor employees, including subcontractors at any tier, involved in food service, water and/or ice production facilities must be screened annually for signs and symptoms of infectious diseases Contractors must ensure employees receive Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractors chosen health care provider for their contracted and subcontracted personnel. NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGOs) as applicable regarding Medical Screening and Vaccination Requirements.

(End of clause)

C-10 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:

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 17 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD
Name of Offeror or Contractor: JCB INC.		

(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).

(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-11	52.204-4020	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
	(TACOM)		

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

(End of Clause)

C-12	52.204-4021	CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION	JUN/2012
	(TACOM)	SYSTEMS	

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

(End of Clause)

C-13	52.209-4021	ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR	JUN/2012
	(TACOM)	PERSONNEL TRAVELING OVERSEAS	

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

(End of Clause)

C-14	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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 18 of 77
	PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	

Name of Offeror or Contractor: JCB INC.

for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

C-15 52.209-4024 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING JUN/2012
(TACOM)

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

(End of Clause)

C-16 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

HMEI I INTERIM CONTRACTOR LOGISTIC SUPPORT (ICLS) SCOPE OF WORK

C.1. GENERAL

C.1.1. All work under this contract shall be performed only to the extent authorized by this contract, and shall remain separate from

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

Page 19 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

actions accomplished under the Warranty Bulletin, TB 5-2420-232-14. The contractor shall not bill the Government for any service covered by manufacturers warranty, and must account for and report warranty actions separately from the reporting requirements in this contract. All warranty actions shall still be controlled by the performance standard outlined in paragraph C.2.

C.1.2. Unless otherwise specified, the contractor, as an independent contractor, and not as an agent of the Government, shall provide the necessary labor, services, and any equipment (which is not in the units inventory) to perform the specific work and services required by this contract (above -10 maintenance). The contractor shall not be responsible for welding, air conditioner maintenance and service, and body work, if the unit obtains these services locally. The Government will provide access to facilities (maintenance bays, tool room, etc.), training materials, equipment in the units inventory, and supplies (to include petroleum products) in order to allow the contractor to provide the most rapid support. The contractor shall provide technical and maintenance documentation necessary to perform the tasks called out in this contract. The contractor may also make alternate arrangements to perform the work and services required by this contract at locations other than military installations at contractors expense; the Government will procure necessary repair parts on a delivery order.

C.2. Performance Work Statement

The FSRs must have in-depth knowledge and expertise with all facets of U.S. Army HMEE-Is produced for the Army by JCB.

The contractor shall provide its employees personal tool kits, communications, and IT equipment (including satellite hookup where necessary). In the event the contractor is unable to provide communications, notify the PM and Contracting Officer. The contractor shall provide its employees with JCB, Inc. service and parts manuals, special tools, specific TMDE equipment to diagnose and repair vehicle or subsystem faults.

The contractor shall at all times be responsible for the conduct of its employees. The contractor shall promptly resolve to the satisfaction of the Government, all contractor employees performance and conduct problems identified by the Government. The contractor shall ensure continued performance IAW the terms and conditions of the contract, and failure to correct such problems may result in the Government directing the contractor, at the contractors own expense, to replace and, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by a Combatant Commander or other Government-designated representative or authorized agent. 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. If the contractor replaces an employee who fails to perform in accordance with this contract, the replacement is at the contractors expense and must be in place within 72 hours, unless otherwise directed by the contracting officer.

The contractor shall present a monthly status report via email (in contractor format) in accordance with CDRL A002, which identifies the hours expended and the number of HMEE-Is serviced per vehicle type.

C.2.2. CONUS/ OCONUS NON-CONTINGENCY SUPPORT

The contractor shall provide qualified maintainers and trainers as ordered by the Government, to serve as Field Service Representatives (FSRs) to support the U.S. Armys fleet of High Mobility Engineer Excavators Type I (HMEE-I) while this equipment is deployed in CONUS and OCONUS Non-Contingency locations. The contractor shall position the FSRs as directed by either the COR or PCO with input from the contractor, according to equipment density.

Some of the work may also require traveling on a temporary basis to other locations to provide assistance and support to U.S. Army HMEE-Is.

All contractor employees are authorized to work an eight hour per day workday, five days per week with the flexibility to work a 50 hour work week, six days per week, at no additional cost to the Government, to accommodate vehicle availability. The PCO may approve additional overtime work at a negotiated rate.

The Government reserves the right to add additional FSRs and sites for FSR service as the mission requirements change. In the event the Government requires additional Field Service Representatives (FSRs), the Government will provide the contractor with a minimum of 60 days lead time for CONUS and 120 days lead time for OCONUS. Additional FSRs and sites will be added by delivery order and shall be individually priced.

C.2.2.a. Field Service Representative (FSR) duties.

Maintenance and Technical Support. The contractor shall provide all scheduled and unscheduled maintenance support above the operator level, as defined in the HMEE-I Operator's Technical Manual (TM 5-2420-232-10) and Operator's Technical Bulletin (TB 5-2540-233-10).

The contractor is not required to exercise and maintain equipment left in any government storage site or Pre-positioned unless directed by the contracting officer in a DO.

The FSR shall conduct hand off of vehicles delivered during the life of this ICLS contract, and operator New Equipment Training associated with those vehicles. Other FSR duties shall include providing training, resolving technical issues, and providing updated training to previously-trained mechanics to ensure that they are fully aware of all changes and improvements made to U.S. Army HMEE-Is.

Name of Offeror or Contractor: JCB INC.**C.2.2.b. Material and Equipment.**

The Government will provide all facilities, MHE, material, and supplies (exclusive of repair parts which will be ordered under CLIN 0004 of the contract) to support the effort. The Government will also provide minimal field office facilities to include a desk, chair, basic office supplies, and electrical outlets. When an FSR is required to work on a vehicle, the Government will be responsible to recover the vehicle to an appropriate facility.

The contractor shall provide all transportation for the FSR.

C.2.3. Southwest Asia (SWA) SUPPORT

The contractor shall provide experienced and qualified maintainers, trainers and supply support personnel as ordered by the Government, to serve as Field Service Representatives (FSRs) to support the U.S. Army's fleet of High Mobility Engineer Excavators Type I (HMEE-I) while this equipment is deployed in the SWA AOR (Kuwait and Afghanistan). The contractor shall position the FSR as directed by either the COR or PCO with input from the contractor, according to equipment density.

Some of the work may also require traveling on a temporary basis to other installation sites within the SWA AOR to provide assistance and support to U.S. Army HMEE-Is.

All contractor employees are authorized to work a flexible 10 hour per day workday, seven days a week, to accommodate vehicle availability; or work a compressed schedule of not less than six days, 70 hours per week, at the discretion of the Site Manager or COR based on availability of Government facilities.

The Government reserves the right to add additional FSRs and sites for FSR service as the mission requirements change. In the event the Government requires additional Field Service Representatives (FSRs), the Government will provide the contractor with a minimum of 120 days lead time. Additional FSRs and sites will be added by delivery order/delivery order modification and individually priced.

Unless prohibited by international agreement, the Contracting Officer shall provide a Letter of Authorization (LOA) for deployed contractor personnel. This is the document contractor employees must carry with them as authorization for use of Government transportation, medical facilities, fuel, billeting, and other entitlements. Contractor employees are not authorized to use Invitational Travel Orders.

The FSRs will be given two (2) weeks of R&R leave in their country of residence after every six months of deployment. However, leave will be staggered to ensure one FSR remains in Theatre to provide support for US Army HMEE-Is. Airfare from Kuwait to their country of residence, and return trip, will be paid for by the Government IAW paragraph C.4. The Government shall provide transportation into and out of Afghanistan.

C.2.3.a. Field Service Representative (FSR) duties..

Maintenance and Technical Support. The contractor shall provide all scheduled and unscheduled maintenance support above the operator level, as defined in the HMEE-I Operator's Technical Manual (TM 5-2420-232-10) and Operator's Technical Bulletin (TB 5-2540-233-10).

The FSR shall conduct hand off and operator New Equipment Training in SWA. Other FSR duties shall include providing training, resolving technical issues, and performing all scheduled and unscheduled maintenance above the operator level in support of U.S. Army HMEE-I Systems. The FSRs may also be required to conduct on-the-job production line installation training for the AoA Kit for new military personnel, Government civilian personnel, and other contractor personnel deployed to the installation site. Training shall be to the level that site installation personnel are capable of installing and maintaining the AoA Kit without contractor oversight. The FSRs shall provide updated training to previously-trained mechanics to ensure that they are fully aware of all changes and improvements made to U.S. Army HMEE-Is.

The FSR shall verify the required parts then order them through the PM. The COR authorizes the parts based upon the FSR reports. The Government will verify the parts which are needed prior to issuance of a DO for the parts. The FSR shall then prepare the DA Form 3161 when provided with the required unit information (unit designation and Derivative UIC), and shall sign the DA Form 3161 on behalf of PM CE/MHE.

All FSRs must participate in training through the Individual Replacement Deployment (IRDO) activity located at Camp Atterbury in Indiana before deployment to SWA. The contractor shall provide data as required by the Government not later than 10 days after contract award, for each FSR deploying to SWA, to enable the Government to develop a Letter of Authorization (LOA) containing all the information that is needed to request a Call Forward, IRDO request, and data to input information into SPO Tracker (for ASAALT). The Government shall give the contractor not less than three weeks notice of the date at which the FSRs shall report to the Government designated IRDO site, i.e. Camp Atterbury, Indiana, for processing through IRDO. The contractor shall provide transportation for their personnel from point of origin to Camp Atterbury and return, at Government expense. The Government will provide transportation from Camp Atterbury to the area of operation and return. The website for Camp Atterbury is as follows:

<http://www.campatterbury.in.ng.mil/IndividualReplacementDeploymentOperations/tabid/1101/Default.aspx> . Please read the PARC Policy Alert 12-01 found in the Camp Atterbury website for information on flights out of Camp Atterbury.

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

Page 21 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.**C.2.3.b. Material and Equipment**

The Government will provide all facilities, material handling equipment (MHE), material, and supplies (exclusive of repair parts which will be ordered under CLIN 0004 of the contract) to support the effort. The Government will also provide minimal field office facilities to include a desk, chair, basic office supplies, and electrical outlets. When an FSR is required to work on a vehicle, the Government will be responsible to recover the vehicle to a secure facility. The Government will furnish on-site transportation for contractor employees located in Afghanistan.

The contractor shall be required to provide transportation for employees working in Kuwait, at Government expense. Contractor is authorized Government fuel at no cost to the contractor.

The Government will provide transportation into and out of Afghanistan for both 1) FSRs and 2) equipment located in Kuwait. The flights into and out of Afghanistan shall be by military aircraft.

C.2.3.c. RESERVED**C.2.3.d. Living Conditions.**

The Government will provide housing and drop laundry services for the contractor employees in Afghanistan. The contractor shall be responsible for housing for contractor employees working within Kuwait.

As authorized in the Letter of Authorization or elsewhere in this contract, contractor employees will be provided Government subsistence which includes meals, billeting, emergency medical care, emergency dental care, and access to morale and welfare activities and available chaplains. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the contractor must notify the Contracting Officer.

While performing duties IAW terms and conditions of the contract, the Service Theater Commander will provide force protection to the contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area.

Contractor employees located in Afghanistan may be required to leave their home base to perform off-site troubleshooting and/or repair. However, in any case the Government will first recover the vehicle to a secure location (e.g. another base - ref. C.2.3.b.). In such cases, the Government will provide secured transportation for the FSR, tools, equipment and parts, to and from the vehicle location. In addition, as long as the FSR must remain at the remote location, the Government will provide all services listed above in this paragraph, as though the FSR were at the home base.

As required by the operational situation, the Government may at its discretion relocate FSRs (who are citizens of the United States or aliens in resident in the United States) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

The contractor shall ensure that each employee who is hired by or for the contractor (including subcontractors) and who may be required to deploy in support of military operations acknowledges in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in such support. The contractor shall ensure that contents of this paragraph are included in all subcontracts.

Due to further force security issues and concerns in theater, many commands are asking for verification of the status of our contractors security background. As a result, the contractor shall maintain a completed background check on file for each employee that will be deployed.

C.2.3.e. Medical Information.

Prior to deployment, the contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation. Guidance on medical information that is to be provided prior to arrival at Camp Atterbury can be found at the IRDO website provided in paragraph C. 2. 3. a., above, under. Annex II, titled IRDO Camp Atterbury Medical Prerequisites. Employees who fail to meet medical or fitness standards, or who become unfit through their own actions, will be removed from the area of operations and replaced at the contractors expense. All personnel must have a complete set of immunizations and inoculations for entry into SWA.

Deploying contractor employees shall carry with them a minimum of a 180 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees shall review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment.

If glasses are required, contractor employees shall deploy with two pairs of glasses and a current prescription. Copies of the prescription will be provided by the employee to the IRDO, Camp Atterbury, so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

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

Page 22 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

The Government does require a medical screening at Camp Atterbury for FDA approved immunizations, which shall include DNA sampling.

The Government will provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at Camp Atterbury for employees traveling from CONUS.

The Government will provide the contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (FPI/SERE) training. This training will be conducted at Camp Atterbury.

The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment, all contractor employees will be issued personal identification tags and Common Access Cards (CAC), if available before deployment. Personal identification tags will include the following information: full name, social security number, blood type, and religious preference. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through Camp Atterbury and shall be promptly returned to the Government upon redeployment. The contractor shall ensure that their employees obtain any appropriate VISAs (Applicable if an FSR is to be stationed in Kuwait) before they will be allowed to enter Camp Atterbury. Additional information regarding entry into Afghanistan Per the Dept of State Country entrance requirements is provided as follows:

ENTRY / EXIT REQUIREMENTS FOR U.S. CITIZENS: A passport and valid visa are required to enter and exit Afghanistan. Afghan entry visas are not available at Kabul International Airport. U.S. citizens who arrive without a visa are subject to confiscation of their passport and face heavy fines and difficulties in retrieving their passport and obtaining a visa, as well as possible deportation. U.S. citizens arriving in the country via military air usually have considerable difficulties if they choose to depart Afghanistan on commercial air, because their passports are not stamped to show that they entered the country legally. Those coming on military air should move quickly after arrival to legalize their status if there is any chance they will depart the country on anything other than military air. Travelers may be asked to register with a representative of the Ministry of Interiors Foreigners Registration Office upon arrival at Kabul International Airport. Upon registration, the traveler will be issued a card that they should surrender upon departure. Immigration authorities in Afghanistan have also implemented a fingerprinting system for all foreign visitors upon entry to the country with the exception of diplomats and ISAF personnel traveling on official orders. Visit the Embassy of Afghanistans website for the most current visa information. The consular office of the Embassy of Afghanistan is located at 2233 Wisconsin Avenue, NW, Suite 216, Washington, DC 20007, telephone 202-298-9125

The contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure contractor personnel safety and security. The contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the Contracting Officer. The Contracting Officer will require the contractor to reimburse the Government for OCIE lost, stolen, or damaged due to contractor negligence or misconduct.

The contractor shall ensure that deployed employees possess the required licenses to operate all vehicles or equipment necessary to perform contract tasks in the theater of operations. Before operating any military owned or leased vehicles or equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the vehicles or equipment.

Contractor employees deployed in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement, shall be provided to the contractor employees, completed at Camp Atterbury. Even if authorized, acceptance of weapons by the personnel is voluntary, and must also be permitted by their employer.

Before deployment, the contractor shall ensure that each contractor employee completes at least three (3) DD Forms 93, Record of Emergency Data Card. One completed form is for Camp Atterbury, one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each contractor employee completing and updating as necessary, the DD Form 93, Record of Emergency Data Card. The Contractor is responsible for the evacuation of contractor employee remains from Kuwait.

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

Name of Offeror or Contractor: JCB INC.

C.2.4 RESERVED

C.2.5 Parts Usage and Maintenance Report

The contractor shall submit a Parts Usage and Maintenance report IAW CDRL A001 monthly to the Government. The report shall address all scheduled and unscheduled maintenance actions as well as all parts used to maintain the vehicles during the reporting period. In addition to what is required by the Data Item Description (DID), the report shall contain the following information (additional information can be included at the contractors discretion):

Vehicle serial number

A statement identifying the problem and its effect

The date on which the contractor was first notified or vehicle became available

The resolution and date resolved (or expected resolution and date to be achieved)

Repairable parts returned, repaired, and issued

Indicate if maintenance action was warranty related

Scheduled services conducted

Status/problems/discussions

Category of parts used (Push Package part, Spare Parts Package part, or NMWR part)

Recommended updates to Push Packages (additions, deletions, quantity changes, etc.)

Every six (6) months, the report shall also include the results of the physical inventory of the Push Packages.

C.2.6. DD Form 314

Until the unit is under organic support, the contractor shall prepare, develop, and update the DD Form 314 for each vehicle, with the units participation so that once the unit achieves organic support, it can prepare the document independently. Initially, the HMEI may not be loaded into the Unit Level Logistics System (ULLS) or the Standard Army Maintenance System (SAMS). Therefore, the contractor shall initially develop and update a DD Form 314 for each vehicle with the gaining unit observing and participating in development. The form will serve as a record of scheduled and performed unit level services (including lubrication services), and to record NMC time. The DD Form 314 can be used as supporting documentation for the Parts Usage and Maintenance Report (CDRL A001). Instructions for preparing the DD Form 314 are contained in paragraph 3-9 of Department of the Army Pamphlet (DA PAM) 7508, The Army Maintenance Management System (TAMMS) Users Manual (22 August 2005). DA PAM 750-8 can be found on the Army Publishing Directorate (APD) web site at: http://www.apd.army.mil/pdffiles/p750_8.pdf

C.3. Special Training Events and Training Exercises

C.3.1. National Training Center, Fort Irwin, California (NTC) (CLIN 0005). When required by a delivery order, the contractor shall provide support for Special training Events IAW general FSR duties described in paragraph C.2.2. The days shall be clarified in each delivery order, but typically this training event will span 42 days. The contractor shall be capable of traveling to the units in a vehicle provided by the contractor. If the contractor is unable to travel in a commercial vehicle to the training area, the unit shall be responsible for transporting the contractor to their desired location.

C.3.2 Joint Readiness Training Center, Fort Polk, Louisiana (JRTC) (CLIN 0006). When required by a delivery order the contractor shall provide support for Special training Events IAW general FSR duties described in paragraph C.2.2. The days shall be clarified in each delivery order, but typically this training event will span 28 days. The contractor shall be capable of traveling to the units in a vehicle provided by the contractor. If the contractor is unable to travel in a commercial vehicle to the training area, the unit shall be responsible for transporting the contractor to their desired location.

C.3.3. Other Special Training Events (PTA: Pohakuloa-HI, YTC: Yakima-WA, Germany: Grafenwoehr, Vilseck, and Hohenfels) (CLIN 0007). When required by a delivery order, the contractor shall provide support for Special training Events IAW general FSR duties described in paragraph C.2.2. The days shall be clarified in each delivery order, but typically this training event will span 28 days. The contractor shall be capable of traveling to the units in a vehicle provided by the contractor. If the contractor is unable to travel in a commercial vehicle to the training area, the unit shall be responsible for transporting the contractor to their desired location.

C.3.4 Field Training Exercises

When required by a delivery order, the contractor shall provide support IAW general FSR duties described in paragraph C.2.2 for Training Exercises at locations other than those for Special Training Events. For the purposes of the field training exercises, each day of support is a 24 hour workday, which will be detailed in the relevant delivery order.

C.3.5 During the operations period of training, the contractor shall be required to live in the same living conditions as the unit which the contractor is providing support (in a field environment, eating MREs, etc.). However, if this is not possible through no fault of the contractor, the contractor shall recover all costs associated with accommodation, travel, and subsistence by way of the authorized travel expenses (reference paragraph C.4).

C.3.5.1 The contractor shall provide a detailed Training Center report IAW CDRL A004.

Name of Offeror or Contractor: JCB INC.**C.4 Travel Expense - CONUS, OCONUS, & SWA (CLIN 0009)**

C.4.1. If the contractor does have to travel in order to provide service to maintain the performance standard in this contract, then the contractor can travel up to 100 times per year prior to going back to the contracting officer for an increase in the travel limit numbers. The contractors travel is subject to the limitations in this paragraph and subject to the funded CLIN amount. Airfare expenses associated with the contractor's R&R (2 weeks for every 6 months deployed) shall apply in accordance with C.2.3. The contractor shall notify the contracting officer when they reach 75 trips or 75 percent of the funded travel costs per delivery order. At the time of notification, the contractor shall also provide the Contracting Officer with an estimate to complete. Calculations for per diem travel costs shall not exceed the standard per diem rates specified in the Joint Travel Regulations (JTR). Individual Task Orders will provide travel details for discreet projects beyond this estimate. The contractor shall only bill this CLIN for actual travel expenses incurred. If the contractor does not use all of the travel for the calendar year, the contracting officer can write a unilateral modification either to extend the Travel CLIN or to de-obligate the money, at no expense to the Government. The contractor shall provide a monthly report showing travel expenses IAW CDRL A003.

C.5 RESERVED**C.6 PARTS SUPPORT**

The contractor shall provide repair parts as listed in Exhibits B-F. The parts shall be commercially packaged and shall be ordered by Delivery Order.

C.7 REPORTS

C.7.1 The contractor shall submit a monthly Parts Usage and Maintenance report IAW CDRL A001.

C.7.2 The contractor shall submit a monthly status report IAW CDRL A002.

C.7.3 The contractor shall submit a monthly report showing travel expenses IAW CDRL A003.

C.7.4 The contractor shall submit a Training Center report IAW CDRL A004.

C. 8 BILLING

C.8.1 The Contractor shall invoice the Government NLT than the 7th day of the month for the previous months effort.

C.9 DELIVERABLES

C.9.1 The Contractor shall, unless otherwise indicated, provide reports, analyses and other documentation in electronic format. Contractor shall use standard Microsoft Office Suite programs (e.g., MS Word, PowerPoint, Excel) in order to be compatible with the Government.

C.9.2 The Contractor shall prepare all deliverables in Contractor format using best in-house practices that will produce documents that are clearly written, describe accomplishments accurately, detail technical issues, and define risks and problems. The Contractor shall submit reports in electronic format whenever possible. Electronic format shall be compatible to Government computer systems.

C.9.3 The Government reserves the right to request supporting documentation for any report submitted by the Contractor.

C.10 MEETINGS

C.10.1 Start of Work (SOW) Meeting. Unless waived by the Contracting Officer for the Basic Contract and/or any given Task Order, the Contractor shall coordinate with the Contracting Officer to determine a mutually acceptable date for a Start Of Work meeting, which should be held within 15 days of award. The SOW meeting(s) may be accomplished by video or audio teleconference if all parties agree.

*** END OF NARRATIVE C0001 ***

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

Page 25 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

SECTION D - PACKAGING AND MARKING

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

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

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

[End of Clause]

D.2 Preservation and Packaging.

D.2.1 Preservation and packaging shall be contractor's standard commercial practice that will provide protection for a minimum of one year under unfavorable conditions (such as outdoor storage) and meet or exceed the following requirements. It shall also provide for multiple handling, redistribution and shipment by any mode.

D.2.1.1 Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

D.2.1.2 Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or waterproof barriers.

D.2.1.3 Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.2.4 Marking/Identification.

D.2.4.1 All Spare Parts Package items shall be marked /identified (at a minimum) with the part number.

D.2.5 Heat Treatment and Marking of Wood Packaging Materials (WPM): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ipcc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703 ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.2.6 Hazardous Materials (As applicable):

D.2.6.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

D.2.6.2 When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 26 of 77****PIIN/SIIN** W56HZV-14-D-0084**MOD/AMD****Name of Offeror or Contractor:** JCB INC.

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

D.2.6.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	Page 28 of 77
Name of Offeror or Contractor: JCB INC.		

[End of Clause]

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

Page 29 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-10	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-11	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-12	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

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

Page 30 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line,

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

Page 31 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

Subline, or

Exhibit Line Item Number

Item Description

_0004_____

N/A_____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

_N/A_____

N/A_____

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

Name of Offeror or Contractor: JCB INC.

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**

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

Page 33 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F-13 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries N/A days after the delivery order date; or

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

Page 34 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries (for the parts) based on the part(s) in each order with the longest lead time after delivery order date.

(iii) You will deliver N/A units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable at no additional cost to the Government.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

F-14 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-15 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are

[] are not

available at the F.O.B. point(s) stated in this solicitation.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: /Unit MOTOR: /Unit WATER: /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-16 52.247-4011 FOB POINT SEP/1978 (TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: (City) (State) (ZIP) (County)

[End of Clause]

F-17 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009 (TACOM) ADDRESSES

Rail/ Motor Address Rail Motor Parcel Post SPLC* Code Ship To: Ship To: Mail To:

206721/ W25G1U Transportation Officer Transportation Officer Transportation Officer

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

Page 36 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

209405	Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
--------	---	---	--

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
-------------------	--	--	--

471995/ 471996	W31G1Z Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
-------------------	---	---	---

209741/ 209770	W25G1R Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
-------------------	---	---	--

661136/ 661157	W45G19 Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
-------------------	--	--	---

764538/ 764535	W67G23 Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
-------------------	--	--	---

***SPLC indicates Sandard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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

Page 37 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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).

Combo or Invoice and Receiving Report

(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	See Schedule
Issue By DoDAAC	See Schedule
Admin DoDAAC	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	Contact COR
Service Acceptor (DoDAAC)	Contact COR
Accept at Other DoDAAC	Contact ACO
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

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

Page 38 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.

patricia.pierce3.civ@mail.mil

(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.

N/A

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

(End of clause)

G-2 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE SEP/2009
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

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

[End of Clause]

G-3 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

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

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

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 39 of 77****PIIN/SIIN** W56HZV-14-D-0084**MOD/AMD**

Name of Offeror or Contractor: JCB INC.

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

Page 40 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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 (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 and Kuwait.

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

Local National (LN) Employees

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

* 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

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

Page 42 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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=4NFPA 70: <http://www.nfpa.org>NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

H-5 5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS
(C-JTSCC)

AUG/2011

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

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

Page 44 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

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

(End of Clause)

H-7

52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

AUG/2012

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfmRock Island - JMTC: <https://acquisition.army.mil/asfi/>Red River Army Depot: <https://acquisition.army.mil/asfi/>Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

H-8

52.225-4040
(TACOM)ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED
CONTRACTORS

JUN/2005

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

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

Page 45 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

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

[End of Clause]

H-9 52.245-4000 ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS DEC/2013
(TACOM)

The contractor shall forward information required by the Contract Data Requirements List (CDRL) IAW the required distribution. The Data Item Description (DID) may be found at the following website: <https://assist.daps.dla.mil/quicksearch/>, reference DI-MGMT-80442, Report of Receipts, Inventory, Adjustments, and Shipments of Government Property. Upon receipt of Government assets, notification of receipt must be provided within 30 days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program. Receipt can be in the form of a signed 1348, Bill of Lading or another type of shipping document receipt. Submit the referenced report in the required interval via email to: usarmy.detroit.tacom.mbx.ilsc-contractor-receipt@mail.mil.

This information will account for Government assets while in the possession of the contractor until they are returned to the Government or its representative.

All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: RETURN FROM REPAIR, MARK FOR: (Insert the document number under which the COR provides for disposition). NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

Discrepancies shall be distinguished and reported as one of the following:

(1) Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DoD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.transactionservices.dla.mil/daashome/websdr.asp>. Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to: tacom-lcmc.ilsc_packaging@mail.mil.

For repair contracts where Government Furnished Materiel (GFM) or Government Furnished Property (GFP) is part of the contract:

- (1) Receipt Acknowledgement: Shall be in the format of a DRA. Reference Appendix 3.29 of DoD 4000.25-2-M for format. Submit to: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil for GFM or usarmy.detroit.tacom.mbx.ilsc-Gvt-Furnished-Property-Team@mail.mil for GFP.
- (2) Requisitions for GFM are currently input by TACOM personnel via LMP based on NSNs and authorized quantities supplied by the Contract Specialist.
- (3) Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil. The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.

Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

For weapon serialization, please see the format provided in DI-MISC-80914B.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 46 of 77****PIIN/SIIN** W56HZV-14-D-0084**MOD/AMD**

Name of Offeror or Contractor: JCB INC.

[End of Clause]

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

Page 47 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-25	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-39	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
I-40	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009
I-41	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-42	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-43	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP/2013
I-44	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-45	52.223-6	DRUG-FREE WORKPLACE	MAY/2001

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 48 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-47	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-48	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUL/2013
I-49	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-51	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-52	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-53	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-54	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-55	52.232-1	PAYMENTS	APR/1984
I-56	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-57	52.232-11	EXTRAS	APR/1984
I-58	52.232-17	INTEREST	OCT/2010
I-59	52.232-22	LIMITATION OF FUNDS	APR/1984
I-60	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-61	52.232-25	PROMPT PAYMENT	JUL/2013
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-63	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-64	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-65	52.233-1	DISPUTES	JUL/2002
I-66	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-67	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-68	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-69	52.242-13	BANKRUPTCY	JUL/1995
I-70	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-71	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-72	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-73	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-74	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-75	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-76	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-77	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-78	52.248-1	VALUE ENGINEERING	OCT/2010
I-79	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-80	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-81	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-82	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-83	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-84	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-85	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-86	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-87	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-88	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-89	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-90	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-91	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-92	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-93	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-94	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-95	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-96	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-97	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-98	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-99	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-100	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-101	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-102	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-103	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-104	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-105	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-106	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-107	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-108	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-109	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-110	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-111	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-112	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-113	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-114	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-115	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-116	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-117	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-118	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-119	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-120	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-121	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-122	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-123	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-124	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-125	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-126	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-127	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-128	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-129	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 2,510 days or \$200,000 (repair parts);

(2) Any order for a combination of items in excess of 3,522 days or \$400,000 (repair parts); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I-130	52.216-21	REQUIREMENTS	OCT/1995
-------	-----------	--------------	----------

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Decemeber 2014.

(End of Clause)

I-131 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

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

(End of Clause)

I-132 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

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

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

Employee Class	Monetary Wage -- Fringe Benefits
<u>23430 HEAVY EQUIPMENT MECHANIC</u>	<u>\$43.21</u> <u>\$10.96</u>

(End of Clause)

I-133 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

Name of Offeror or Contractor: JCB INC.

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: N/A

(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;
 - (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 --

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

Page 52 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

- (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: N/A

(End of clause)

I-134 252.216-7006 ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued 25 April 2014 through 31 December 2014.

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

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

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

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

(End of Clause)

I-135 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE
THE UNITED STATES

MAR/2006

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

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

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

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

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

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

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

(1) A foreign government;

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

Page 53 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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-136 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES JUN/2013
(DEV 2013- DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION 2013-O0015)
O0015)

(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) 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.

(ii) 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

Name of Offeror or Contractor: JCB INC.

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

(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 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:

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

Page 55 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

- (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
 - (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. 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 accompanying the U.S. Armed Forces 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) 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;

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

Page 56 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.);

(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 use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the 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.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment 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.

(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,

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

Page 57 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

(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 for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). 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 Representative may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative 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;

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 58 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.

(l) 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.

(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-137 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND JUN/2013
 (DEV 2013- AREA OF RESPONSIBILITY (DEVIATION 2013-00015)
 00015)

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

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

Name of Offeror or Contractor: JCB INC.

(3) Contractor personnel are civilians. When authorized in accordance with paragraph (h) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

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

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

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable--

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

(ii) Treaties and international agreements;

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

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

(2) The Contractor shall ensure that Contractor employees 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.

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

(2) Before Contractor personnel begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

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

(e) Registration of Contractor personnel.

(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 (e)(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.

(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--

Name of Offeror or Contractor: JCB INC.

(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 or a SPOT-approved digital certificate; or

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

(ii) To register in SPOT:

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

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

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

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

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

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

(g) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, Contractor personnel must wear distinguishable from military personnel, consistent with force protection measures.

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

(h) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the USCENTCOM Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2).. The USCENTCOM 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 USCENTCOM Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved contractor to issue contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative 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;

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 61 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

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

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

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

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(l) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and DoDI 3020.41 (enclosure 2, paragraph 4.h.).

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

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

(End of clause)

I-138

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;

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

Page 62 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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

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

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

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

(End of Clause)

I-139

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,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 63 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD

Name of Offeror or Contractor: JCB INC.

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, [X] 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-140 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) AUG/2013
2013-00014)

(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) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, 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 the 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 64 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD

Name of Offeror or Contractor: JCB INC.

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.

(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.

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

Page 65 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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 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--

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

Page 66 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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--

(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--

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

Page 67 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.

(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--

Name of Offeror or Contractor: JCB INC.

(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.

(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 Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's 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-141 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

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

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

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

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

Page 69 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

in the apparently successful offeror being considered nonresponsible and ineligible for award.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-142 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

Warning

Contains (or manufactured with, if applicable) *NONE, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-143 52.230-2 COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 70 of 77
	PIIN/SIIN W56HZV-14-D-0084	MOD/AMD
Name of Offeror or Contractor: JCB INC.		

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-144 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)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 73 of 77
	PIIN/SIIN W56HZV-14-D-0084 MOD/AMD	
Name of Offeror or Contractor: JCB INC.		

(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-149	252.225-7994 (DEV 2014- 00008)	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014- 00008)	FEB/2014
-------	--------------------------------------	--	----------

(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-150	252.225-7997 (DEV 2013- 00017)	CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017)	AUG/2013
-------	--------------------------------------	--	----------

(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.

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

Page 74 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

(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.

(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

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

Page 75 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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-151 252.229-7999 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 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-152 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-153 52.216-4021 REQUIREMENTS DEFINITION JUN/2005
(TACOM)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 76 of 77**

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-154 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/

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]

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

Page 77 of 77

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

Name of Offeror or Contractor: JCB INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (CDRL)	28-FEB-2014	004	DATA
Exhibit B	REPAIR PARTS ELINS (B001-B973)	28-FEB-2014	026	EMAIL
Exhibit C	REPAIR PARTS ELINS (C001-C972)	28-FEB-2014	027	EMAIL
Exhibit D	REPAIR PARTS ELINS (D001-D974)	28-FEB-2014	025	EMAIL
Exhibit E	REPAIR PARTS ELINS (E001-E981)	28-FEB-2014	027	EMAIL
Exhibit F	REPAIR PARTS ELINS (F001-F131)	28-FEB-2014	004	EMAIL
Attachment 0001	WAGE DETERMINATION	27-FEB-2014	010	DATA

Exhibit A consists of the following CDRLs:

CDRL A001 - Interim Contractor Support (ICS) Parts Usage & Maintenance Data Collection Report
CDRL A002 - Status Report
CDRL A003 - Travel Expense Report
CDRL A004 - Training Center Report

*** END OF NARRATIVE J0001 ***

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO 0010 B. EXHIBIT: A C. CATEGORY: Training
D. SYSTEM/ITEM: HMEI Type I E. CONTRACT/PR NO.: W56HZV-14-D-0084 F. CONTRACTOR: JCB cage code: 0JKF0

1. DATA ITEM NO. A001 2. TITLE OF DATA ITEM: Interim Contractor Support (ICS) Parts Usage and Maintenance Data Collection Report
3. SUBTITLE: NA 4. AUTHORITY (Dt of Acq Document No.) DI-ILSS-81226 (T)
5. CONTRACT REFERENCE: C.2.5, C.7.1 6. REQUIRING OFFICE: SFAE-CSS-FP-C
7. DD250 REQ: LT 8. APP CODE: A
9. DIST. STATEMENT REQUIRED: A 10. FREQUENCY: Monthly
11. AS OF DATE: Monthly 12. DATE OF FIRST SUB: 45 DAC
13. DATE OF SUBS.SUB: Monthly
14. DISTRIBUTION

A. ADDRESSEES B. COPIES: DRAFT FINAL

CCTA-HBF-P	1
SFAE-CSS-FP-C	1

15. TOTAL: 2

16. REMARKS:

Report shall be in contractors format and submitted electronically once a month.
The first report is due 45 days Contract Award.
Subsequent reports are due monthly thereafter.

Repro = electronic copy delivery to email:

SFAE-CSS-FP-C charlie.b.han.civ@mail.mil
CCTA-HBF-P patricia.pierce3.civ@mail.mil

The DID is tailored as follows:

Para 10 delete paras 10.1 and 10.2.
Para 10.3.3 delete sub para. (g).

G. PREPARED BY/TITLE/OFFICE: Joan Masty I. APPROVED BY/TITLE/OFFICE: Charlie Han
H. DATE: 22 JAN 2014 J. DATE: 23 JAN 2014

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO 0010 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: HMEI Type I E. CONTRACT/PR NO.: W56HZV-14-D-0084 F. CONTRACTOR: JCB cage code: 0JKF0

1. DATA ITEM NO. A003 2. TITLE OF DATA ITEM: Travel Expense Report
3. SUBTITLE: Monthly Travel Expense Report 4. AUTHORITY (Dt of Acq Document No.) DI-MGMT-80368A
5. CONTRACT REFERENCE: C.7.3, C.4.1 6. REQUIRING OFFICE: SFAE-CSS-FP-C
7. DD250 REQ: LT 8. APP CODE: A
9. DIST. STATEMENT REQUIRED: A 10. FREQUENCY: Monthly
11. AS OF DATE: 30 Days 12. DATE OF FIRST SUB: 45 DAC
13. DATE OF SUBS.SUB: Monthly
14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
CCTA-HBF-P			1
SFAE-CSS-FP-C			1

15. TOTAL: 2

16. REMARKS:

Report shall be in contractors format and submitted electronically once a month.
The first report is due 45 days after award.
Subsequent reports are due monthly thereafter.

Repro = electronic copy delivery to email:

SFAE-CSS-FP-C charlie.b.han.civ@mail.mil
CCTA-HBF-P patricia.pierce3.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Joan Masty I. APPROVED BY/TITLE/OFFICE: Charlie Han
H. DATE: 22 JAN 2014 J. DATE: 23 JAN 2014

WD 05-2141 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2141
Diane C. Koplewski		Revision No.: 14
Director		Date Of Revision: 06/19/2013
Division of		
Wage Determinations		

States: Georgia, South Carolina

Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs, Wayne
 South Carolina Counties of Hampton, Jasper

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.94
01012 - Accounting Clerk II		13.40
01013 - Accounting Clerk III		14.99
01020 - Administrative Assistant		16.85
01040 - Court Reporter		13.33
01051 - Data Entry Operator I		10.82
01052 - Data Entry Operator II		12.82
01060 - Dispatcher, Motor Vehicle		18.34
01070 - Document Preparation Clerk		11.45
01090 - Duplicating Machine Operator		11.45
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		13.26
01120 - Housing Referral Assistant		14.86
01141 - Messenger Courier		10.37
01191 - Order Clerk I		10.77
01192 - Order Clerk II		12.93
01261 - Personnel Assistant (Employment) I		17.24
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		24.58
01270 - Production Control Clerk		23.11
01280 - Receptionist		10.70
01290 - Rental Clerk		11.58
01300 - Scheduler, Maintenance		11.91
01311 - Secretary I		11.91
01312 - Secretary II		13.33
01313 - Secretary III		14.86
01320 - Service Order Dispatcher		14.92
01410 - Supply Technician		16.85
01420 - Survey Worker		13.73
01531 - Travel Clerk I		12.02
01532 - Travel Clerk II		12.84
01533 - Travel Clerk III		13.86
01611 - Word Processor I		11.68
01612 - Word Processor II		13.13
01613 - Word Processor III		14.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.50
05010 - Automotive Electrician		16.31
05040 - Automotive Glass Installer		15.44

05070 - Automotive Worker	15.75
05110 - Mobile Equipment Servicer	13.74
05130 - Motor Equipment Metal Mechanic	17.21
05160 - Motor Equipment Metal Worker	15.44
05190 - Motor Vehicle Mechanic	17.21
05220 - Motor Vehicle Mechanic Helper	12.88
05250 - Motor Vehicle Upholstery Worker	14.61
05280 - Motor Vehicle Wrecker	15.44
05310 - Painter, Automotive	16.31
05340 - Radiator Repair Specialist	15.44
05370 - Tire Repairer	10.86
05400 - Transmission Repair Specialist	17.21
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.67
07041 - Cook I	9.98
07042 - Cook II	11.40
07070 - Dishwasher	8.40
07130 - Food Service Worker	9.69
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	9.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.52
09040 - Furniture Handler	12.95
09080 - Furniture Refinisher	20.14
09090 - Furniture Refinisher Helper	15.40
09110 - Furniture Repairer, Minor	17.71
09130 - Upholsterer	20.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	9.58
11090 - Gardener	13.28
11122 - Housekeeping Aide	9.58
11150 - Janitor	9.58
11210 - Laborer, Grounds Maintenance	10.84
11240 - Maid or Houseman	8.20
11260 - Pruner	10.78
11270 - Tractor Operator	12.46
11330 - Trail Maintenance Worker	10.84
11360 - Window Cleaner	10.44
12000 - Health Occupations	
12010 - Ambulance Driver	15.67
12011 - Breath Alcohol Technician	16.08
12012 - Certified Occupational Therapist Assistant	22.06
12015 - Certified Physical Therapist Assistant	22.06
12020 - Dental Assistant	14.09
12025 - Dental Hygienist	32.84
12030 - EKG Technician	22.85
12035 - Electroneurodiagnostic Technologist	22.85
12040 - Emergency Medical Technician	15.67
12071 - Licensed Practical Nurse I	14.37
12072 - Licensed Practical Nurse II	16.08
12073 - Licensed Practical Nurse III	17.93
12100 - Medical Assistant	12.64
12130 - Medical Laboratory Technician	13.46
12160 - Medical Record Clerk	13.31
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	16.94
12210 - Nuclear Medicine Technologist	35.33
12221 - Nursing Assistant I	10.09
12222 - Nursing Assistant II	11.34
12223 - Nursing Assistant III	12.38
12224 - Nursing Assistant IV	13.89
12235 - Optical Dispenser	17.75

12236 - Optical Technician	13.41
12250 - Pharmacy Technician	15.16
12280 - Phlebotomist	13.89
12305 - Radiologic Technologist	22.50
12311 - Registered Nurse I	22.85
12312 - Registered Nurse II	27.94
12313 - Registered Nurse II, Specialist	27.94
12314 - Registered Nurse III	33.07
12315 - Registered Nurse III, Anesthetist	33.80
12316 - Registered Nurse IV	39.40
12317 - Scheduler (Drug and Alcohol Testing)	19.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.60
13012 - Exhibits Specialist II	24.29
13013 - Exhibits Specialist III	29.71
13041 - Illustrator I	19.60
13042 - Illustrator II	24.29
13043 - Illustrator III	29.71
13047 - Librarian	26.89
13050 - Library Aide/Clerk	12.62
13054 - Library Information Technology Systems Administrator	24.29
13058 - Library Technician	17.42
13061 - Media Specialist I	17.52
13062 - Media Specialist II	19.60
13063 - Media Specialist III	21.86
13071 - Photographer I	15.24
13072 - Photographer II	17.12
13073 - Photographer III	21.04
13074 - Photographer IV	25.73
13075 - Photographer V	31.13
13110 - Video Teleconference Technician	17.52
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	17.25
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	23.62
14045 - Computer Operator V	26.13
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 26.57
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48
14160 - Personal Computer Support Technician	23.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.92
15020 - Aircrew Training Devices Instructor (Rated)	34.99
15030 - Air Crew Training Devices Instructor (Pilot)	41.11
15050 - Computer Based Training Specialist / Instructor	28.92
15060 - Educational Technologist	24.24
15070 - Flight Instructor (Pilot)	41.11
15080 - Graphic Artist	24.84
15090 - Technical Instructor	21.66
15095 - Technical Instructor/Course Developer	26.49
15110 - Test Proctor	17.47
15120 - Tutor	17.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	10.52

16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67
16190 - Sewing Machine Operator	11.17
16220 - Tailor	11.83
16250 - Washer, Machine	9.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.57
19040 - Tool And Die Maker	22.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.30
21030 - Material Coordinator	23.11
21040 - Material Expediter	23.11
21050 - Material Handling Laborer	14.26
21071 - Order Filler	12.65
21080 - Production Line Worker (Food Processing)	15.30
21110 - Shipping Packer	15.62
21130 - Shipping/Receiving Clerk	15.62
21140 - Store Worker I	11.72
21150 - Stock Clerk	15.90
21210 - Tools And Parts Attendant	15.30
21410 - Warehouse Specialist	15.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.07
23021 - Aircraft Mechanic I	22.92
23022 - Aircraft Mechanic II	24.07
23023 - Aircraft Mechanic III	25.27
23040 - Aircraft Mechanic Helper	17.16
23050 - Aircraft, Painter	21.75
23060 - Aircraft Servicer	19.45
23080 - Aircraft Worker	20.56
23110 - Appliance Mechanic	18.50
23120 - Bicycle Repairer	13.66
23125 - Cable Splicer	20.30
23130 - Carpenter, Maintenance	16.38
23140 - Carpet Layer	17.58
23160 - Electrician, Maintenance	21.23
23181 - Electronics Technician Maintenance I	21.54
23182 - Electronics Technician Maintenance II	22.76
23183 - Electronics Technician Maintenance III	24.04
23260 - Fabric Worker	16.33
23290 - Fire Alarm System Mechanic	19.62
23310 - Fire Extinguisher Repairer	15.17
23311 - Fuel Distribution System Mechanic	18.45
23312 - Fuel Distribution System Operator	14.70
23370 - General Maintenance Worker	15.94
23380 - Ground Support Equipment Mechanic	22.92
23381 - Ground Support Equipment Servicer	19.45
23382 - Ground Support Equipment Worker	20.56
23391 - Gunsmith I	15.17
23392 - Gunsmith II	17.58
23393 - Gunsmith III	19.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.62
23430 - Heavy Equipment Mechanic	22.69
23440 - Heavy Equipment Operator	19.62
23460 - Instrument Mechanic	21.25
23465 - Laboratory/Shelter Mechanic	18.57
23470 - Laborer	14.26

23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	22.08
23580 - Maintenance Trades Helper	13.28
23591 - Metrology Technician I	21.25
23592 - Metrology Technician II	22.32
23593 - Metrology Technician III	23.43
23640 - Millwright	20.82
23710 - Office Appliance Repairer	19.44
23760 - Painter, Maintenance	18.57
23790 - Pipefitter, Maintenance	19.62
23810 - Plumber, Maintenance	18.57
23820 - Pneudraulic Systems Mechanic	19.62
23850 - Rigger	19.62
23870 - Scale Mechanic	17.58
23890 - Sheet-Metal Worker, Maintenance	19.62
23910 - Small Engine Mechanic	17.58
23931 - Telecommunications Mechanic I	23.83
23932 - Telecommunications Mechanic II	25.05
23950 - Telephone Lineman	20.38
23960 - Welder, Combination, Maintenance	18.65
23965 - Well Driller	19.62
23970 - Woodcraft Worker	19.62
23980 - Woodworker	15.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.31
24580 - Child Care Center Clerk	12.75
24610 - Chore Aide	9.45
24620 - Family Readiness And Support Services Coordinator	12.85
24630 - Homemaker	14.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.46
25040 - Sewage Plant Operator	16.82
25070 - Stationary Engineer	21.46
25190 - Ventilation Equipment Tender	14.20
25210 - Water Treatment Plant Operator	16.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.01
27007 - Baggage Inspector	10.55
27008 - Corrections Officer	17.25
27010 - Court Security Officer	17.41
27030 - Detection Dog Handler	13.87
27040 - Detention Officer	17.25
27070 - Firefighter	17.11
27101 - Guard I	10.55
27102 - Guard II	13.87
27131 - Police Officer I	17.71
27132 - Police Officer II	19.68
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.84
28042 - Carnival Equipment Repairer	11.56
28043 - Carnival Equipment Worker	8.70
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.82
28515 - Recreation Specialist	15.61
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	14.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.94
29020 - Hatch Tender	18.94

29030 - Line Handler	18.94
29041 - Stevedore I	17.59
29042 - Stevedore II	20.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.69
30022 - Archeological Technician II	18.67
30023 - Archeological Technician III	23.13
30030 - Cartographic Technician	22.77
30040 - Civil Engineering Technician	21.31
30061 - Drafter/CAD Operator I	16.69
30062 - Drafter/CAD Operator II	18.67
30063 - Drafter/CAD Operator III	20.82
30064 - Drafter/CAD Operator IV	25.61
30081 - Engineering Technician I	15.31
30082 - Engineering Technician II	17.18
30083 - Engineering Technician III	19.22
30084 - Engineering Technician IV	23.78
30085 - Engineering Technician V	29.14
30086 - Engineering Technician VI	25.35
30090 - Environmental Technician	22.79
30210 - Laboratory Technician	20.97
30240 - Mathematical Technician	23.13
30361 - Paralegal/Legal Assistant I	18.28
30362 - Paralegal/Legal Assistant II	22.66
30363 - Paralegal/Legal Assistant III	26.08
30364 - Paralegal/Legal Assistant IV	31.56
30390 - Photo-Optics Technician	23.14
30461 - Technical Writer I	23.13
30462 - Technical Writer II	28.30
30463 - Technical Writer III	34.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.82
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.13
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.24
31030 - Bus Driver	14.05
31043 - Driver Courier	13.68
31260 - Parking and Lot Attendant	9.21
31290 - Shuttle Bus Driver	13.68
31310 - Taxi Driver	10.86
31361 - Truckdriver, Light	13.68
31362 - Truckdriver, Medium	14.55
31363 - Truckdriver, Heavy	18.76
31364 - Truckdriver, Tractor-Trailer	18.76
99000 - Miscellaneous Occupations	
99030 - Cashier	8.11
99050 - Desk Clerk	9.12
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.15
99252 - Laboratory Animal Caretaker II	11.72
99310 - Mortician	22.74
99410 - Pest Controller	14.40
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.65
99711 - Recycling Specialist	16.17

99730 - Refuse Collector	12.67
99810 - Sales Clerk	11.19
99820 - School Crossing Guard	11.23
99830 - Survey Party Chief	18.50
99831 - Surveying Aide	11.56
99832 - Surveying Technician	15.85
99840 - Vending Machine Attendant	11.62
99841 - Vending Machine Repairer	13.94
99842 - Vending Machine Repairer Helper	11.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PIIN/SIIN W56HZV-14-D-0084

MOD/AMD

ATT/EXH ID Attachment 0001

PAGE 10