

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 170	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91B4N20Q2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JIANHUA.J.YE				b. TELEPHONE NUMBER (No Collect Calls) 3184810340	
						8. OFFER DUE DATE/LOCAL TIME 08-Jul-2020	
9. ISSUED BY REGIONAL CONTRACTING CENTER-AFGHANISTAN BUILDING 13897 BAGRAM AIRFIELD APO AE 09354 TEL: 318-481-4932 FAX:		CODE W91B4N		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 170	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization FFP Mobilize in accordance with PWS.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Mob-US EXPAT **60 Day Mobilization (IOC) FFP Mobilize in accordance with PWS 10.12. FOB: Destination PSC CD: R430	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Mob-RSMA **60 Day Mobilization (IOC) FFP Mobilize in accordance with PWS 10.12. FOB: Destination PSC CD: R430	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Mob-US EXPAT **90 Day Mobilization (FOC) FFP Mobilize in accordance with PWS 10.12. FOB: Destination PSC CD: R430	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Mob-RSMA **90 Day Mobilization (FOC) FFP Mobilize in accordance with PWS 10.12. FOB: Destination PSC CD: R430	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Guardian Angel Labor Categories FFP Provide services in accordance with PWS.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	MeS Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.2. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	MeS Shift Supervisor (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.3. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	MeS Scheduler/Asst Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.4. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	MeS TOC (ExPat) GA FFP Provide services in accordance with PWS 2.6. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	MeS GA (RSMA) GA FFP Provide services in accordance with PWS 2.8. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	MeS ECP (RSMA) GA FFP Provide services in accordance with PWS 2.7. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	MeS GA (RSMA) GA ----- IOC FFP Provide services in accordance with PWS 2.8. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Defense Base Act (DBA) Insurance COST</p> <p>In accordance with FAR 52.228-3, proof of Defense Base Act (DBA) insurance (insurance policy) shall be provided to the Contracting Officer within 14 days after contract award and prior to commencing work. The amount listed by the offeror on this Contract Line Item Number (CLIN) is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The initial actual amount paid by the Government under this CLIN will be based on the amount of the stamped "PAID" receipt from an approved Department of Labor (DoL) insurance carrier and submitted by the offeror after award for reimbursement. In the event premiums are recalculated by the approved DoL insurance carrier based on actual payrolls, the contractor shall provide the Contracting Officer with the amount of the refundable premiums adjustments based on the final audit reconciliation. The Contracting Officer will then adjust the DBA Cost CLIN amount to reflect the actual premium amount paid prior to closing out the contract. The U.S. Government will NOT reimburse the contractor for DBA insurance purchased from a non-DoL approved insurance provider. See DBA Insurance Instructions section of the contract for additional information.</p> <p>FOB: Destination PSC CD: R430</p>		Job		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>Contractor Manpower Reporting (CMR) FFP This CLIN is NOT SEPARATELY PRICED. The Under Secretary of Defense for Acquisition, Technology and Logistics(USD(AT&L)) established the Enterprise-wide Contractor Manpower Reporting Application (eCMRA) on November 28, 2012. It provides most of the source data for compliance with sections 235 and 2330a of Title 10, United States Code. The Contractor shall enter data into the eCMRA system via the internet at https://www.ecmra.mil at any time during the contracts period of performance but must ensure that all data is accurate and complete and entered into eCMRA not later than October 31 after the completion of each fiscal year or part of a fiscal year for which such contract is active. FOB: Destination PSC CD: R430</p>	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Vehicles FFP Contractor shall provide vehicles in accordance with PWS.</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Non-Tactical Vehicles FFP Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.2.1. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	High Capacity Vehicles FFP Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.3. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Guardian Angel Labor Categories FFP Provide services in accordance with PWS.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA		12	Months		
OPTION	MeS Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.2. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB		12	Months		
OPTION	MeS Shift Supervisor (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.3. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		12	Months		
OPTION	MeS Scheduler/Asst Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.4. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD		12	Months		
OPTION	MeS TOC (ExPat) GA FFP Provide services in accordance with PWS 2.6. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE		12	Months		
OPTION	MeS GA (RSMA) GA FFP Provide services in accordance with PWS 2.8. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF OPTION	MeS ECP (RSMA) GA FFP Provide services in accordance with PWS 2.7. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Defense Base Act (DBA) Insurance COST In accordance with FAR 52.228-3, proof of Defense Base Act (DBA) insurance (insurance policy) shall be provided to the Contracting Officer within 14 days after contract award and prior to commencing work. The amount listed by the offeror on this Contract Line Item Number (CLIN) is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The initial actual amount paid by the Government under this CLIN will be based on the amount of the stamped "PAID" receipt from an approved Department of Labor (DoL) insurance carrier and submitted by the offeror after award for reimbursement. In the event premiums are recalculated by the approved DoL insurance carrier based on actual payrolls, the contractor shall provide the Contracting Officer with the amount of the refundable premiums adjustments based on the final audit reconciliation. The Contracting Officer will then adjust the DBA Cost CLIN amount to reflect the actual premium amount paid prior to closing out the contract. The U.S. Government will NOT reimburse the contractor for DBA insurance purchased from a non-DoL approved insurance provider. See DBA Insurance Instructions section of the contract for additional information. FOB: Destination PSC CD: R430		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Job		
OPTION	Contractor Manpower Reporting (CMR) FFP This CLIN is NOT SEPARATELY PRICED. The Under Secretary of Defense for Acquisition, Technology and Logistics(USD(AT&L)) established the Enterprise-wide Contractor Manpower Reporting Application (eCMRA) on November 28, 2012. It provides most of the source data for compliance with sections 235 and 2330a of Title 10, United States Code. The Contractor shall enter data into the eCMRA system via the internet at https://www.ecmra.mil at any time during the contracts period of performance but must ensure that all data is accurate and complete and entered into eCMRA not later than October 31 after the completion of each fiscal year or part of a fiscal year for which such contract is active. FOB: Destination PSC CD: R430				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005					
OPTION	Vehicles FFP Contractor shall provide vehicles in accordance with PWS.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AA		12	Months		
OPTION	Non-Tactical Vehicles FFP Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.2.1. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB		12	Months		
OPTION	High Capacity Vehicles FFP Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.3. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					
OPTION	Guardian Angel Labor Categories FFP Provide services in accordance with PWS.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA		12	Months		
OPTION	MeS Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.2. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB		12	Months		
OPTION	MeS Shift Supervisor (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.3. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC		12	Months		
OPTION	MeS Scheduler/Asst Site Lead (ExPat) GA FFP Provide services in accordance with PWS 2.5.2.4. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD		12	Months		
OPTION	MeS TOC (ExPat) GA FFP Provide services in accordance with PWS 2.6. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE		12	Months		
OPTION	MeS GA (RSMA) GA FFP Provide services in accordance with PWS 2.8. FOB: Destination PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF OPTION	MeS ECP (RSMA) GA FFP Provide services in accordance with PWS 2.7. FOB: Destination PSC CD: R430	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Defense Base Act (DBA) Insurance COST In accordance with FAR 52.228-3, proof of Defense Base Act (DBA) insurance (insurance policy) shall be provided to the Contracting Officer within 14 days after contract award and prior to commencing work. The amount listed by the offeror on this Contract Line Item Number (CLIN) is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The initial actual amount paid by the Government under this CLIN will be based on the amount of the stamped "PAID" receipt from an approved Department of Labor (DoL) insurance carrier and submitted by the offeror after award for reimbursement. In the event premiums are recalculated by the approved DoL insurance carrier based on actual payrolls, the contractor shall provide the Contracting Officer with the amount of the refundable premiums adjustments based on the final audit reconciliation. The Contracting Officer will then adjust the DBA Cost CLIN amount to reflect the actual premium amount paid prior to closing out the contract. The U.S. Government will NOT reimburse the contractor for DBA insurance purchased from a non-DoL approved insurance provider. See DBA Insurance Instructions section of the contract for additional information. FOB: Destination PSC CD: R430		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Job		
OPTION	Contractor Manpower Reporting (CMR) FFP This CLIN is NOT SEPARATELY PRICED. The Under Secretary of Defense for Acquisition, Technology and Logistics(USD(AT&L)) established the Enterprise-wide Contractor Manpower Reporting Application (eCMRA) on November 28, 2012. It provides most of the source data for compliance with sections 235 and 2330a of Title 10, United States Code. The Contractor shall enter data into the eCMRA system via the internet at https://www.ecmra.mil at any time during the contracts period of performance but must ensure that all data is accurate and complete and entered into eCMRA not later than October 31 after the completion of each fiscal year or part of a fiscal year for which such contract is active. FOB: Destination PSC CD: R430				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005					
OPTION	Vehicles FFP Contractor shall provide vehicles in accordance with PWS.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA	Non-Tactical Vehicles	12	Months		
OPTION	FFP				
	Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.2.1.				
	FOB: Destination				
	PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AB	High Capacity Vehicles	12	Months		
OPTION	FFP				
	Contractor shall provide 4 non-tactical vehicles (NTV) in accordance with PWS 8.3.				
	FOB: Destination				
	PSC CD: R430				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Demobilization				
	FFP				
	Demobilize in accordance with PWS.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AA	De-Mob-US EXPAT FFP Demobilize in accordance with PWS. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AB	De-Mob-RSMA FFP Demobilize in accordance with PWS. FOB: Destination	1	Job		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government

0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0002AF	Destination	Government	Destination	Government
0002AG	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	N/A
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	N/A
1002AA	Destination	Government	Destination	Government
1002AB	Destination	Government	Destination	Government
1002AC	Destination	Government	Destination	Government
1002AD	Destination	Government	Destination	Government
1002AE	Destination	Government	Destination	Government
1002AF	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	N/A	N/A	N/A	N/A
1005AA	Destination	Government	Destination	Government
1005AB	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	N/A
2002AA	Destination	Government	Destination	Government
2002AB	Destination	Government	Destination	Government
2002AC	Destination	Government	Destination	Government
2002AD	Destination	Government	Destination	Government
2002AE	Destination	Government	Destination	Government
2002AF	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	N/A	N/A	N/A	N/A
2005AA	Destination	Government	Destination	Government
2005AB	Destination	Government	Destination	Government
2006	N/A	N/A	N/A	N/A
2006AA	N/A	N/A	N/A	Government
2006AB	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-SEP-2020 TO 31-OCT-2020	N/A	N/A FOB: Destination	
0001AB	POP 01-SEP-2020 TO 31-OCT-2020	N/A	N/A FOB: Destination	

0001AC POP 01-SEP-2020 TO 30-NOV-2020	N/A	N/A FOB: Destination	
0001AD POP 01-SEP-2020 TO 30-NOV-2020	N/A	N/A FOB: Destination	
0002 N/A	N/A	N/A	N/A
0002AA POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AB POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AC POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AD POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AE POP 01-DEC-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AF POP 01-DEC-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0002AG POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0003 POP 01-SEP-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0004 31-OCT-2020	1	N/A FOB: Destination	
0005 N/A	N/A	N/A	N/A
0005AA POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
0005AB POP 01-NOV-2020 TO 31-AUG-2021	N/A	N/A FOB: Destination	
1002 N/A	N/A	N/A	N/A
1002AA POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1002AB POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1002AC POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	

1002AD	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1002AE	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1002AF	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1003	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1004	31-OCT-2022	1	N/A FOB: Destination	
1005	N/A	N/A	N/A	N/A
1005AA	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
1005AB	POP 01-SEP-2021 TO 31-AUG-2022	N/A	N/A FOB: Destination	
2002	N/A	N/A	N/A	N/A
2002AA	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2002AB	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2002AC	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2002AD	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2002AE	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2002AF	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2003	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2004	30-SEP-2023	1	N/A FOB: Destination	
2005	N/A	N/A	N/A	N/A
2005AA	POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	

2005AB POP 01-SEP-2022 TO 31-AUG-2023	N/A	N/A FOB: Destination	
2006 N/A	N/A	N/A	N/A
2006AA POP 01-SEP-2023 TO 30-SEP-2023	N/A	N/A FOB: Destination	
2006AB POP 01-SEP-2023 TO 30-SEP-2023	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY 2020

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States	JUN 2016
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (JUL 2016)

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

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer-

- (1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

x (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

- ____ (10) [Reserved]
- ____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
- ____ (ii) Alternate I (MAR 2020) of 52.219-3.
- ____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (ii) Alternate I (MAR 2020) of 52.219-4.
- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020).
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (MAR 2020) of 52.219-9.
- ____ (v) Alternate IV (AUG 2018) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- x** (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X** (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (MAY 2014) of 52.225-3.

____ (iii) Alternate II (MAY 2014) of 52.225-3.

____ (iv) Alternate III (MAY 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

X (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, first option, second option, and one-half of the second option. Offeror is required only to price the base and two options. Offeror shall not submit a price for the potential one-half year extension of services.

(End of provision)

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 of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.
(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Dorothy F. Bell at dorothy.f.bell.civ@mail.mil.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of provision)

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(es):

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

- (a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.
- (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (730) 692-9832.
- (End of clause)

252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS
(DEVIATION 2020-O0001) (NOV 2019)

- (a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0001) (NOV 2019)

- (a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov -

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

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

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

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity 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 United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)

(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)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004)(SEP 2017)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(b) General.

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

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

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

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

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

(c) Support.

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

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

(d) Compliance with laws and regulations.

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

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

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

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

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

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

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

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

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

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

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

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

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

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

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

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

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(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) 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 supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

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

- (vii) Receive wages that are not below the legal in-country minimum wage;
 - (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
 - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
 - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
 - (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as “shot record” or “Yellow Card”) that shows vaccinations are current.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
 - (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
 - (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all CAAF. 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 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.);

(3) The Contractor shall notify all personnel that -

(i) 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;

(ii) 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)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

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

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

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

(f) Processing and departure points. CAAF shall—

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

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods –

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

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

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

(i) Are adequately trained to carry and use them—

- (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
 - (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
 - (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
 - (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
 - (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.
 - (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
 - (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
 - (o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
 - (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
 - (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.
- (End of clause)

252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 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 Contractor's 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 Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

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

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

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

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

(e) *Demobilization requirements:*

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

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

(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 employee's 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 Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

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

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

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

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

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's 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)

252.229-7014 TAXES--FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015)

(a) This acquisition is covered by the Security and Defense Cooperation Agreement (the Agreement) between the Islamic Republic of Afghanistan and the United States of America signed on September 30, 2014, and entered into force on January 1, 2015.

(b) The Agreement exempts the Department of Defense (DoD), and its contractors and subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed on activities associated with this contract within Afghanistan. The Agreement also exempts the acquisition, importation, exportation, reexportation, transportation, and use of supplies and services in Afghanistan, by or on behalf of DoD, from any taxes, customs, duties, fees, or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents.

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

Invoice 2in1

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Inspection/Acceptance: Government/Government

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0707
Issue By DoDAAC	W91B4N
Admin DoDAAC**	W91B4N
Inspect By DoDAAC	W90ZEL
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	W90ZEL
Service Acceptor (DoDAAC)	W90ZEL
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

Contracting Officer Representative (COR): SMSgt James J. Robbins james..robbins2.mil@mail.mil

Contracting Officer: Dorothy F. Bell dorothy.f.bell.civ@mail.mil

Contract Specialist: John J. Ye jianhua.j.ye.civ@mail.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

FOREIGN ACQUISITION DEVIATION

PART 225—FOREIGN ACQUISITION

* * * * *

**225.401-71 Products or services in support of operations in Afghanistan.
(DEVIATION 2020-O0002)**

When acquiring products or services, other than small arms, in support of operations in Afghanistan—

(a) If using the procedures specified in 225.7799-1(a)(1) (DEVIATION 2020-O0002), the purchase restriction at FAR 25.403(c) does not apply if products or services are from Afghanistan, a Central Asian state, Pakistan, or the South Caucasus.

(b) If using a procedure specified in 225.7799-1(a)(2) (DEVIATION 2020-O0002) to acquire products or services from Afghanistan, a Central Asian state, Pakistan, or the South Caucasus, the procedures of FAR subpart 25.4 are not applicable (but see DFARS 225.7503(b)(3) and (b)(4)) for applicability of trade agreements to construction material under construction contracts in support of operations in Afghanistan).

* * * * *

SUBPART 225.75—BALANCE OF PAYMENTS PROGRAM

* * * * *

225.7501 Policy. (DEVIATION 2020-O0002)

Acquire only domestic end products for use outside the United States, and use only domestic construction material for construction to be performed outside the United States, including end products and construction material for foreign military sales, unless—

(a) Before issuing the solicitation—

* * * * *

(5) Use of a procedure specified in 225.7799-1(a) (DEVIATION 2020-O0002) is authorized for an acquisition of supplies in support of military or stability operations in Afghanistan;

* * * * *

SUBPART 225.77—ACQUISITIONS IN SUPPORT OF OPERATIONS IN AFGHANISTAN

225.7700 Scope. (DEVIATION 2020-O0002)

This subpart implements—

* * * * *

(b)(1) Section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181), as amended by section 842 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 886 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92); and

(2) Section 801 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-84), as amended by section 886 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92) and section 1212 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92).

225.7701 Definitions. (DEVIATION 2020-O0002)

As used in this subpart—

“Central Asian state” means *the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Tajikistan, Turkmenistan, or the Republic of Uzbekistan.*

* * * * *

“Product from Afghanistan, a *Central Asian state, Pakistan, or the South Caucasus*” means a product (including a commercial item) that is mined, produced, or manufactured in Afghanistan, a *Central Asian state, Pakistan, or the South Caucasus.* *This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.*

* * * * *

“Service from Afghanistan, a *Central Asian state, Pakistan, or the South Caucasus*” means a service (including construction) that is performed in Afghanistan, a *Central Asian state, Pakistan, or the South Caucasus* by citizens or permanent resident aliens of these countries.

* * * * *

“South Caucasus” means *the Republic of Armenia, the Republic of Azerbaijan, or Georgia*.

* * * * *

THEATER SPECIFIC INSTRUCTIONS

MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander’s inherent force protection (FP) authority is independent of an agency’s contracting authority, and it may not be superseded by any contractual term or provision.

(b) The prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible -- and remain eligible during the entire period of contract performance to include any warranty period -- for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the “Vendors Login” module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

(1) The offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the contracting officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal. After award, the prime contractor must submit a negative response to the contracting officer at the beginning of each performance period.

(2) Failure to be approved in JCCS -- and thereby be eligible for installation access at the prime and subcontractor levels -- or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply), may render the offeror/contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access will be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(d) Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

GOVERNMENT FURNISHED CONTRACTOR SUPPORT

The following is a summary of the type of support the Government will provide the contractor. 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: **Kandahar Airfield (KAF), Afghanistan.** When contractor employees are in transit, all checked blocks are considered authorized.

U.S. Citizens

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Services | <input checked="" type="checkbox"/> DFACs**** | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" 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 type="checkbox"/> Military Clothing |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Installation Access Badge | <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> Resuscitative Care | |
| <input type="checkbox"/> Embassy Services Kabul** | | |

Third-Country National (TCN) Employees

- | | | |
|--|---|--|
| <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> DFACs**** | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" 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 type="checkbox"/> Military Clothing |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Installation Access Badge | <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> Resuscitative Care | |

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"/> Military Clothing |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Installation Access Badge | <input type="checkbox"/> Laundry | <input type="checkbox"/> All |
| <input type="checkbox"/> Military Exchange | <input type="checkbox"/> Resuscitative Care | |

* 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.

****Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be 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.

*****Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

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

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

CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY

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

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

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

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

location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

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

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS

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

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This

allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

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

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

<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

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

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom

screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

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

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

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

CONTRACTOR HEALTH AND SAFETY

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

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

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

Error! Hyperlink reference not valid.

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

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

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

INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS

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 and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

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

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S 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.

SPECIAL CONTRACT REQUIREMENT 18-01 SEXUAL HARASSMENT/ASSAULT RESPONSE AND PREVENTION (SHARP)

Sexual Assault and Sexual Harassment Policy. The Contractor shall ensure all employees comply with the Sexual Harassment/Assault Response and Prevention (SHARP) criteria outlined in Attachment 1 of this PWS.

SHARP Compliance: The Contractor shall certify that all employees performing work under this contract have been fully trained per the requirements in Attachment 1. If an employee is not proficient in English, SHARP training must be given in the employee's native language. The COR shall be provided with the following information at a minimum: a copy of the Contractor's SHARP policy, training materials, employee's name, civil identification number and date trained, including language of training. Proof of SHARP training compliance is due within five (5) days after initial contract award and within 48 hours after arrival of new personnel on site.

The Contractor shall conduct training of all employees annually to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all the Contractor employees understand the definitions and information outlined in Attachment 1.

Compliance with required SHARP training for each employee shall be reported to the Contracting Officer Representative prior to the employee being allowed access to the worksite. The Contractor's SHARP policy must comply with the Department of Defense (DoD) policy in the Army Central Command (ARCENT) Area of Responsibility (AOR).

The DoD has adopted a policy to prevent sexual assault and sexual harassment. This SHARP policy mandates that Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not -

- (1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or
- (2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy IAW the published CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for contractors transiting BAF, they must abide by the Commander Bagram Airfield (COMBAF) Standards of Conduct while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which COMBAF standards are applicable. COMBAF Standards are published at:
<http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%20of%208OCT17.pdf#search=COMBAF%20Standards>.

ATTACHMENT 1

"Sexual Assault and Sexual Harassment Training Criteria

(a) Definitions.

"Sexual Assault" means - A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. "Consent" will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" is a form of sex discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or
- (2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace conduct, to be actionable as "abusive work environment" harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment. Categories of sexual harassment are:

(1) Verbal - Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.

(2) Nonverbal - Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact - Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Contractor Policy.

Contractor policy shall comply with the policy adopted by the DoD to prevent sexual assault and sexual harassment. The DoD policy includes the following provisions:

Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not -

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(c) Contractor Requirements.

(1) Written Sexual Assault/Sexual Harassment Policy

a. The Contractor shall have a written sexual assault/sexual harassment policy published to all employees that addresses, at a minimum, the following: (i) the definitions of sexual assault and sexual harassment as defined above in paragraph 1a; (ii) a description of sexual harassment (iii) the company's internal complaint process and the company's internal process for adjudication; (iv) the available channels through which an employee can report a sexual assault; and (v) protection against retaliation, coercion, and reprisal.

b. The policy shall address that victims of sexual assault shall be protected, treated with dignity and respect, and shall receive timely access to comprehensive healthcare (medical and mental health) treatment, including emergency care treatment and services. Emergency care consists of emergency healthcare and the offer of a Sexual Assault Forensic Examination (SAFE) consistent with the Department of Justice protocol. The victim shall be advised that even if a SAFE is declined, the victim is encouraged (but not mandated) to seek medical care. Contractor employees are only eligible to file an Unrestricted Report. Contractor employees will also be offered LIMITED Sexual Assault Prevention and Response or SAPR services, meaning the assistance of a Sexual Assault Response Coordinator (SARC) and a SAPR Victim Advocate (VA) while undergoing emergency care OCONUS. These limited emergency medical services (at a Military Treatment Facility) and SAPR services shall be provided at no cost by the USG to all DoD contractor personnel. Limited medical services are: a SAFE exam and consultation regarding further care in accordance with DoDI 6495.02.

c. The contractor shall designate an employee credentialed in Victim Advocacy as the company POC (for more information regarding credentialing as a Victim Advocate visit the National Advocate Credentialing Program (NACP): <https://www.thenacp.org>).

d. The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan that includes a schedule for all training. The Plan shall identify the methods of training (e.g. classroom, on-line, etc), as well as intervals (e.g. quarterly) for refresher training, as applicable. The plan shall address (but not be limited to) such things as: procedures for training each employee, training record retention, method/mode of instruction, instructor

accreditation, on-line/web-based resources/training aids. The Contractor's Training shall address, at a minimum, the following:

- (i) Define what constitutes sexual assault and sexual harassment.
- (ii) Explain that sexual assault is a crime.
- (iii) Define the meaning of "consent" as defined in DoDD 6495.01 (Sexual Assault Prevention and Response Program, SAPR).
- (iv) Address individual accountability and the potential for UCMJ violations.
- (v) Explain victim's rights under the UCMJ (to include consideration of the victim's preference whether the office should be prosecuted by court-martial or in a civilian court).
- (vi) Explain the distinction between sexual harassment and sexual assault and that both are unacceptable forms of behavior even though they may have different penalties. Emphasis the distinction between civil and criminal actions.
- (vii) Explain Unrestricted Reporting.
- (viii) Provide an awareness of the SAPR program, as well as the roles and responsibilities of company managers, including all available resources for victims.

(d) Notification.

(1) The Contractor shall notify its employees of the following:

- a. The DoD policy regarding Sexual Assault/Sexual Harassment; and
- b. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment.

(2) The Contractor shall take appropriate action, up to and including termination, against employees or Subcontractors that violate the policy in paragraph (B) above. (3) The Contractor shall inform the Contracting Officer immediately of the following:

- a. Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Subcontractor, or Subcontractor employee has engaged in conduct that violates this policy; and
- b. Any actions taken against Contractor employees, Subcontractors, or Subcontractor employees pursuant to this policy.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this attachment may result in -

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) **Subcontracts.** The Contractor shall include the substance of this attachment, in all subcontracts.

(g) **Mitigating Factor.** The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>."

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)
GUARDIAN ANGEL SECURITY SERVICES**

Camp Marmal, Mazar-e Sharif, Afghanistan

1 September 2020

Periods of Performance

Base Year:	1 September 2020 – 31 August 2021
Option Year 1:	1 September 2021 – 31 August 2022
Option Year 2:	1 September 2022 – 31 August 2023

**PERFORMANCE WORK
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PART 1

DESCRIPTION OF SERVICES

1.1. General. This requirement is to provide United States Forces – Afghanistan (USFOR-A) with private security service protection. The contractor will provide protective service teams or individuals, otherwise known as Guardian Angels (GA) assigned to protect Department of Defense (DoD) military and civilian personnel as they execute Train, Advise and Assist (TAA) missions. Effective discipline, training, and oversight of United States Government (USG) contracted Private Security Companies (PSC) build the confidence of the local population, reduce the risk of civilians and civilian activities becoming military targets, and support the restoration of the rule of law. In order to accommodate this objective, this performance work statement provides a full spectrum of private security functions in support of Train, Advise and Assist operations/missions, other significant military operations or exercises on Camp Marmal, Mazar-e Sharif, Afghanistan Area of Responsibility (AOR) to include Temporary Duty (TDY) locations in support of TAA mission requirements.

1.2. Description of Services. Period of Performance is for (1) Base Year of 12 months and two (2) 12 month option years. The Period of Performance reads as follows:

Base Year:	1 September 2020 – 31 August 2021
Option Year 1:	1 September 2021 – 31 August 2022
Option Year 2:	1 September 2022 – 31 August 2023

The Contractor shall furnish all labor, supervision, materials, weapons, equipment, consumables, transportation, logistical support, management, command and control to provide a continuous and responsive protective security services program to safeguard designated DoD military and DoD civilian personnel through the use of specialized, tailored security teams. GAs are not, under any circumstances, to be involved in or engage in offensive operations or use tactics that provide the appearance of offensive operations, take part in combat or combat-like activities such as a quick reaction force, reconnaissance patrolling, cordon and search operations, acting as an observer or spotter for indirect fire operations, and route clearance operations, perform activities that require discretionary judgment that commit the US Government to a course of action. GAs are limited to securing “entitled personnel” as defined as DoD military, DoD civilian personnel (including DoD employed linguists), and contractors employed under a DoD contract, in an effort to ensure no threat presence, or if a threat is present, neutralize the threat acting in self-defense. Overall, the contractor is limited to a defensive response to hostile acts and demonstrated hostile intent. The Contractor shall provide protective services for DoD military and DoD civilian personnel in either a static guard position or GA dismounted, mounted or travel status. Duties will involve protection of DoD military and DoD civilian personnel from hostile acts and hostile intent demonstrated by hostile actor while positioned at/ during travel to/ while visiting/ from Train, Advise and Assist (TAA) sites and while engaged in the performance of duties at training or advising sites, unless otherwise prohibited by law or this performance work statement.

1.3. Background. TAAC-Air mission is to Train, Advise, and Assist in building the Afghanistan Air Force. As a result, Advisors within TAAC-Air requires protection while

completing their duties with their Afghan counterparts inside and outside of coalition controlled areas.

1.4. Objectives. GAs will perform duties for entitled personnel in support of the TAAC-Air mission.

1.5. Scope. Services include GA security, Airborne GA security, ECP operations, Tower security operations, Escort of Vehicles and personnel while on the base, Tactical Operations Center (TOC) and internal base security.

1.6. Locations. Primary assigned location include both AOD Balkh, an Afghan Air Force base located at Camp Marmal, and Camp Marmal itself.

1.6.1. Airborne GAs: Security services performing Airborne GA duties will provide protection of entitled personnel around and onboard aircraft both on the ground and inflight in the Afghanistan AOR and provide security at off airport locations as dictated by flight schedule or in the event of unscheduled stopovers.

1.6.2. TDY Locations. Security services will provide security support to entitled personnel at TDY locations in the Afghanistan AOR. Locations include, but not limited to, Kabul, Kandahar, Mazar-e Sharif, Herat, Shindand and Shorab. If TAAC-Air mission requirements require performance at other locations, performance will be coordinated by the contracting officer's representative (COR) under the guidance of the Contracting Officer.

1.6.3. Other Permanent Locations. Security services will be flexible to relocate as needed in support the TAAC-Air mission to other permanent locations. When assigned to a location outside of their primary assigned location, GAs will coordinate with the local BDOC or TOC through the site supervisor and COR to support the local mission. Additionally, the USG will continue to provide all required support as directed in this contract. Other permanent locations include, but not limited to, Kabul, Kandahar, Mazar-e Sharif, Herat, Shindand and Shorab. Other permanent locations as necessitated by TAAC-Air mission needs will be coordinated by the contracting officer, contracting officer representative (COR) in conjunction with the contractor.

PART 2

SPECIFIC TASKS

2.1. Security Requirements. The work performed will provide various security services as defined within this PWS.

2.1.1. Key Personnel. Below is a list of the Key Personnel positions that are further defined throughout this Performance Work Statement:

- Site Lead
- Shift Supervisor
- Scheduler
- Guardian Angel (GA)
- Airborne Guardian Angel (AGA)
- Tactical Operation Center (TOC)
- Entry Control Points (ECPs)

2.1.2. Workforce Requirements. There are multiple personnel classifications required in order to meet the performance specifications of this PWS, including a requirement for site leaders, shift supervisors and administrative assistances/schedulers to have secret security clearances. In accordance with the Presidential Decree Number 66, dated 29 August 2015, signed by Mohammad Ashraf Ghani, President of the Islamic Republic of Afghanistan, titled concerning the authorization of security contracts with Private Security Companies states, "The armed Private Security Companies and their personnel cannot be from Afghanistan neighboring countries." Reference PWS 2.5 for further clarification.

2.2. English Proficiency. Contractor shall employ only persons who have the proficient ability to speak, read, write and understand English. The Contractor shall only employ individuals fluent in conversational English at a level necessary to give, receive situational reports and accurately expresses the required tactical information.

2.3. Guardian Angel (GA) Services. As required, the contractor shall furnish all labor, supervision, materials, weapons, equipment, consumables, transportation, logistical support, management, command and control to provide a continuous and responsive protective security services program to safeguard "entitled" personnel through the use of specialized, tailored security teams. GAs are not, under any circumstances, to be involved in or engage in offensive operations or use tactics that provide the appearance of offensive operations, take part in combat or combat-like activities such as a quick reaction force, reconnaissance patrolling, cordon and search operations, acting as an observer or spotter for indirect fire operations, and route clearance operations, perform activities that require discretionary judgment that commit the US Government to a course of action. GAs are limited to securing "entitled personnel" as defined by HQ RS SOP 00331 Theatre Force Protection Annex B, in an effort to ensure no threat presence, or if a threat is present, neutralize the threat acting in self-defense. Overall, the contractor is limited to a defensive response to hostile acts and demonstrated hostile intent.

2.3.1. The Contractor shall provide protective services for "entitled" personnel in either a static guard position or GA dismounted, mounted or travel status (both ground and air). Duties will involve protection of "entitled" personnel from hostile acts and hostile intent demonstrated by hostile actor while positioned at/ during travel to/ while visiting/ from Train, Advise and Assist

(TAA) sites and while engaged in the performance of duties at training or advising sites, unless otherwise prohibited by law or this performance of work.

2.3.2. The Contractor shall provide GAs to transport Afghan Air Force weapons between the Afghan Air Force facilities and weapons maintenance facilities to facilitate weapons inspections and repairs.

2.4. Airborne Guardian Angel (AGA) Services. As required, the contractor shall furnish all labor, supervision, materials, weapons, equipment, consumables, transportation, logistical support, management, command and control to provide a continuous and responsive protective security services program to safeguard designated “entitled” personnel through the use of specialized, tailored security teams. AGAs are not, under any circumstances, to be involved in or engage in offensive operations or use tactics that provide the appearance of offensive operations, take part in combat or combat-like activities such as a quick reaction force, reconnaissance patrolling, cordon and search operations, acting as an observer or spotter for indirect fire operations, and route clearance operations, perform activities that require discretionary judgment that commit the US Government to a course of action. AGAs are limited to securing “entitled personnel” as defined as by HQ RS SOP 00331 Theatre Force Protection Annex B, in an effort to ensure no threat presence, or if a threat is present, neutralize the threat acting in self-defense. Overall, the contractor is limited to a defensive response to hostile acts and demonstrated hostile intent.

2.4.1. The Contractor shall provide protective services for “entitled” personnel in either GA dismounted, mounted or travel status both ground and air. Duties will involve protection of “entitled” personnel from hostile acts and hostile intent demonstrated by hostile actor while positioned at/ during travel to/ while visiting/ from Train, Advise and Assist (TAA) sites/aircraft and while engaged in the performance of duties at training or advising sites, unless otherwise prohibited by law or this performance work statement.

2.4.2. AGAs will serve as ground GAs as directed when there is no need to perform AGA flight as dictated by the flight schedule.

2.5. Contractor Qualifications: For its GA, AGA force, the Contractor shall recruit employees which are defined as “Resolute Support Mission – Afghanistan Contributing Countries,” except for those required to meet the security clearance requirements listed in Para. 2.1.2. RSMA, GAs, and AGAs shall be recruited from one of the following countries: United States, Italy, Germany, Georgia, Turkey, Romania, United Kingdom, Czech Republic, Poland, Armenia, Mongolia, Netherlands, Denmark, Croatia, Azerbaijan, Bulgaria, Hungary, Albania, Belgium, Bosnia-Herzegovina, Norway, Macedonia, Slovakia, Finland, Sweden, Latvia, Lithuania, Spain, Montenegro, Austria, New Zealand, Portugal, Ukraine, Slovenia, Estonia, Greece, Iceland, Luxembourg.

2.5.1. Physical Abilities Common to All Armed Contract Personnel

2.5.1.1. Must be 21 years of age or older (supervisory personnel must be 25 years or older.)

2.5.1.2. Must be able to perform the following physical tasks

- (1) Drag, carry, lift, and/or pull a person to safety.
- (2) Use physical force to detain a subject or prevent unauthorized entry.
- (3) Prolonged standing and/or sustained patrol on foot or in a vehicle.
- (4) Sustained pursuit of suspect on foot.
- (5) Dodging, crawling, climbing, and/or rapid ascent of stairs.
- (6) Perform the above wearing duty equipment and/or personal protective equipment under adverse environmental conditions.
- (7) Performing the above requires—
 - (a) The ability to be stable with regard to consciousness and the control of voluntary motor functions and have the functional capacity to respond appropriately to routine and emergency situations of the job.
 - (b) The ability to maintain mental alertness, deductive, and inductive reasoning, memory, and reliable judgment.
 - (c) The ability to identify colors and read placards and street signs or see and respond to imminently hazardous situations in less than standard visual lighting conditions. The ability to temporarily perform minimum required duties in the event eyeglasses are broken or displaced by emergency activity.
 - (d) The ability to verbally communicate effectively under noisy circumstances with a potential for voice obstruction by Personal Protective Equipment (PPE).
 - (e) The ability to distinguish low intensity voice sounds from background noise in order to respond to imminently hazardous situations.
 - (f) The ability to work in closed or confined spaces.
 - (g) The ability to judge distances closer than 13-feet demonstrated, either by testing of depth perception or by a practical field test.
 - (i) The ability to direct traffic or perform crowd control.
 - (j) The ability to maintain balance under adverse conditions, weight loads, and at above ground heights, and maintain body flexibility
 - (k) The ability to properly and effectively wear or use PPE, including that used to prevent exposure to chemical, biological, or radiological agents.
 - (l) Acuity of senses and ability of expression sufficient to allow essential, accurate communication by written, spoken, audible, visible, or other signals while using required personal protective or other equipment.
 - (m) Adequate motor power, dynamic strength, range of motion, neuromuscular coordination, stamina, gross body coordination, and dexterity.
 - (n) Must pass an Annual Physical Ability Test per Appendix D-1 Army Regulation (AR) 180- 56

2.5.1.3. GA, AGA, TOC, and ECP security personnel must be able to perform the following tasks in extreme conditions:

- (1) Operate both as a member of a team and independently at incidents of uncertain duration.
- (2) Spend extensive time outside exposed to the environmental elements.
- (3) Perform physically demanding work in hot (in excess of 100 degrees Fahrenheit) and humid (up to 100 percent humidity) atmosphere while wearing duty equipment and/or Personal Protective Equipment (PPE), which may significantly impair body-cooling mechanisms.
- (4) Experience frequent transition from hot to cold and from humid to dry atmospheres.
- (5) Work, including walking, running, standing, pulling, and pushing in wet, icy, or muddy areas.
- (6) Perform a variety of tasks on slippery, hazardous surfaces, such as on icy pavement, wet grass, or leaves.
- (7) Work in areas where sustaining traumatic or thermal injuries are possible.
- (8) Face exposure to infectious agents, such as Hepatitis B or Human Immunodeficiency Virus (HIV).
- (9) Wear PPE weighing approximately 30 pounds while performing emergency tasks.
- (10) Perform physically demanding work while wearing a protective mask or respirator, which increases the resistance of inhalation and reduces the efficiency of air exchange.
- (11) Perform complex tasks during life-threatening emergencies.
- (12) Work for long periods of time (up to the limits allowed by applicable labor law), requiring sustained physical activity and intense concentration.
- (13) Make life or death decisions during emergency conditions.
- (14) Be exposed to grotesque sights and smells associated with major trauma and burn victims.
- (15) Make rapid transitions from rest to near maximum exertion without warm-up periods.
- (16) Freedom from frequent episodes of pain or inability to perform work or sudden incapacitation that would interfere with assigned duties.
- (17) Operate in environments of high noise, poor visibility, limited mobility, above-ground heights, and in closed or confined spaces.
- (18) Use manual and power tools in the performance of duties.
- (19) Rely on sense of sight, hearing, smell, and touch to help determine the nature of the emergency; maintain personal safety; and make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the operation.
- (20) Employ and/or manipulate and accurately engage with various assigned weapons systems, radios, flashlights, less lethal implements, etc. while moving and communicating under all the above conditions.

2.5.2. CONTRACT PERSONNEL

For its GA, AGA, and ECP security personnel, the Contractor shall recruit employees which are defined as “Resolute Support Mission – Afghanistan Contributing Countries.” RSMA and GAs

to include AGAs shall be recruited from one of the following countries: United States, Italy, Germany, Georgia, Turkey, Romania, United Kingdom, Czech Republic, Poland, Armenia, Mongolia, Netherlands, Denmark, Croatia, Azerbaijan, Bulgaria, Hungary, Albania, Belgium, Bosnia-Herzegovina, Norway, Macedonia, Slovakia, Finland, Sweden, Latvia, Lithuania, Spain, Montenegro, Austria, New Zealand, Portugal, Ukraine, Slovenia, Estonia, Greece, Iceland, Luxembourg.

2.5.2.1. U.S. EXPAT (Site Lead, Scheduler/Assistant Site Lead, Shift Supervisors, AGA Shift Supervisor, and TOC). The contract leadership, including the site leads, shift supervisors, administrative assistances/schedulers and a minimum of 10% of the guard force at each performance location must be a citizen of the United States, maintain an active U.S. Secret Level Security Clearance and meet, at a minimum, the following requirements:

- Minimum 25 years of age.
- Shall be fluent in English speaking, reading, and writing.
- Shifts shall be limited to 12 hour shifts not more than 6 days per week (72 hours). Up to 24 additional hours per week are authorized to include time to receive weapons, daily mission brief, post and relief as well as training recertification unless otherwise directed by the PCO, ACO, or government authority. GAs may be requested for after hour's missions which require oversight.
- Must possess a Military or Law Enforcement background. Must have received an honorable discharge as verified by a U.S. Military Form DD 214. Personnel who have been discharged with characterization of "General under other than honorable", "Bad Conduct", or "Dishonorable" are disqualified from this position.
- Must be able to qualify on primary U.S. military weapons (M4/M16 and M9 or NATO equivalent). Contractor personnel shall have the ability to qualify on any Non-Lethal Weapons (NLW) that is recommended by the coalition forces, through proper training.
- Shall be able to physically perform GA security services, up to 12 hours in austere conditions to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.).
- Shall be a U.S. citizen and possess an active U.S. Secret Security Clearance.

2.5.2.2. Site Lead Qualification Requirements (U.S. EXPAT)

- Shall be fluent in English speaking, reading and writing.
- Shall be a U.S. citizen.
- Shall possess an active U.S. Secret or Top Secret Clearance.
- Prior experience as officer, warrant officer or senior non-commissioned officer with at least three years of experience at the U.S Military pay grade of E7 or higher, or team leader in armed forces, police, or private security company in a contingency area.
- Must possess experience of not less than ten (10) years total with at least 7 years of Military background and the remaining can be either military, police, and/or PSC. Must have received an honorable discharge and shall provide evidence of honorable discharge (form DD356) or release from active duty with honorable character of service (form DD-214) (U.S. Military).
- Must have demonstrated proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.

- Oversee the GA, AGA, TOC mission, and FOB security operations.
- Shall be able to physically perform Site Lead security services, up to 12 hours in austere conditions to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.)
- Integrates with J2, J3, and coordinate with military and government personnel to maintain awareness of threat information and military/government activities affecting GAs and security teams within an area of operations. When appropriate, disseminate information or recommend GA mission cancellation or modification to the appropriate government authority in order to prevent incidents.
- Shall serve as the lead during contingencies, normal operations, and real world events to protect Kandahar Airfield personnel.

2.5.2.3. Shift Supervisor Qualification Requirements (U.S. EXPAT)

- Shall be fluent in English speaking, reading and writing.
- Prior experience with personnel management as a military officer, warrant officer, senior non-commissioned officer, or senior Law Enforcement official with at least four (4) years of experience leading personnel in the armed forces, law enforcement, or in the private security sector in a contested/deployed environment. If prior military, must have received an honorable discharge as verified by a form DD-214 (U.S. Military).
- Must be able to account for all assigned weapons, radios, optics and other sensitive items for their shift, 100% of the time, and report accordingly on a daily basis to the COR.
- In charge of signing out all sensitive items, to include weapons and ammunition, at the start of each shift.
- Must be able to coordinate and schedule preventative maintenance services and repairs for all assigned weapons, vehicles and radios.
- Shall oversee the scheduling of daily GA mission, and assist the administrative assistance/scheduler, to ensure requirements are met at all times, and shall ensure an adequate GA workforce is available in order to meet the aforementioned requirements.
- Must have proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.
- Must possess a valid U.S. driver's license.
- Able to obtain an operator's license on military tactical vehicles.
- Must meet all GA requirements.

2.5.2.4. Scheduler, Assistant Site Lead Qualification Requirements (U.S. EXPAT)

- Shall be fluent in English speaking, reading and writing.
- Shall be a U.S. citizen.
- Shall possess an active U.S. Secret or Top Secret Clearance.
- Prior experience as officer, warrant officer or senior non-commissioned officer with at least three years of experience at the U.S Military pay grade of E7 or higher, or team leader in armed forces, police, or private security company in a contingency area.
- Must possess experience of not less than ten (10) years total with at least 7 years of Military background and the remaining can be either military, police, and/or PSC. Must

have received an honorable discharge and shall provide evidence of honorable discharge (form DD356) or release from active duty with honorable character of service (form DD-214) (U.S. Military).

- Must have demonstrated proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.
- Oversee the GA, AGA, TOC mission, and ECP security operations.
- Shall be able to physically perform Site Lead security services, up to 12 hours in austere conditions to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.)
- Integrates with J2, J3, and coordinate with military and government personnel to maintain awareness of threat information and military/government activities affecting GAs and security teams within an area of operations. When appropriate, disseminate information or recommend GA mission cancellation or modification to the appropriate government authority in order to prevent incidents.
- Shall serve as the lead during contingencies, normal operations, and real world events to protect Kandahar Airfield personnel.

2.6. Tactical Operation Center (TOC) Qualification Requirements (U.S. EXPAT) The primary purpose of the Tactical Operations Center is to provide the military and other government agencies with a central point of contact for monitoring and/or coordination of GA activities in an area of combat operations or other significant military operations. As specified in the contract, the TOC may serve as a central point of contact, at the operational, tactical, or installation level, which allows military commanders and similar government civilian personnel to gain awareness of, track, and coordinate the day-to-day movements and activities of GA personnel.

As specified in the contract, the Contractor will establish, staff, and operate a TOC for the purpose of maintaining situational awareness over and relaying information and direction to GA teams. The operations center will include the communications equipment and information technology sufficient to perform the functions assigned in the contract. Forms of monitoring may include, but are not limited to, electronic, video, and personnel reporting. The operations center will maintain operational capability 24 hours per day, seven days per week with on duty personnel strength adequate to perform the situational awareness and information sharing mission as specified in the contract.

As specified in the contract, the TOC may be required to provide constant monitoring of GA activities, share and receive relevant threat information with government counterparts, maintain awareness of military and other government activities that have the potential to impact GA operations, and share information about GA activities with military and other government agencies, in order to de-conflict GA and government activities, reduce the potential for fratricide, and improve the military's ability to provide support to GA personnel should they become engaged in hostilities. Members of the TOC may be required to provide status reports, issue emergency notifications/warnings, and coordinate with other contractor and government agencies. As specified in the contract, the TOC may be required to function as a central point of contact for military and government authorities, through which directions, such as GA mission cancellation or modification, may be passed to specific GAs and GA teams. The Contractor

shall provide any needed personnel, equipment, tools, materials, and supervision, as specified by the Contracting Officer, to perform the support functions under this PWS.

TOC Requirements. The contractor shall establish an operation center to liaise with and receive operational and tactical tasks to support mission scheduling, planning, and execution and to manage the operational, logistical, communications, and reporting requirements of GAs, AGAs, and Static Guards. The operation center must contain at least one U.S. Secret cleared employee on duty 24/7 to coordinate threat intelligence and conduct planning with Combined Joint Coalition Land Component Command (C/JCLC) as specified at the contract level. The operation center shall be responsible for accounting for contractor personnel on a daily basis. The accountability report will be provided in the format and time/date(s) specified by the government.

- Provide security-related information from the military force protection officer to appropriate GA personnel;
- Transmit security related information collected by GA personnel to the military force protection officer;
- Provide daily accountability of all GA guard force personnel to the COR;
- Maintain inventory and accountability of all GA weapons at that installation and provide regular inventory reports to the COR, as specified in the contract;
- Maintain accountability for all GA vehicles, as specified in the contract;
- Collect and develop reports and products pertaining to GA operations as required in orders, directives, guidance, and standard operating procedures (SOPs), or as specified in the contract;
- Prepare, maintain, and process Serious Incident Reports (SIR) from the contractor to the COR and military force protection officer
- Share FOUO level intelligence information relevant to private security services and pass tactical information from GA personnel to military intelligence and analysis centers.
- Coordinate with military and government personnel to maintain awareness of threat information and military/government activities affecting GAs and Mobile Security/PSS teams within an area of operations. When appropriate, disseminate information or recommend GA mission cancellation or modification to the appropriate government authority in order to prevent incidents.
- Receive movement requests from GAs and disseminate to appropriate battlespace owners for approval/disapproval. Provide positive confirmation of mission approval/disapproval to the GA.
- Maintain situational awareness of GA movements and ensure military forces are aware of GA movements in their operational area.
- Provide a central point of contact for GA personnel requesting military assistance. Assistance requests include but are not limited to support from military Quick Reaction Force (QRF) and medical evacuation (MEDEVAC).
- Facilitate communication between GA teams and military forces.
- Track GA movement through a real-time tracking system using global positioning system which includes a communications link with the Reconstruction Operation

Center (ROC) if assistance is needed (e.g., Tapestry or similar Blue- Force Tracker compatible systems.)

- Maintain situational awareness of GAs operating and moving within an assigned operational area, including tracking GAs entering, transiting, and departing the assigned area.

2.6.1. TOC Qualifications. TOC center manages operations center personnel, coordinates with military and government counterparts on matters that relate to GA activities, coordinates threat intelligence and conducts planning with Intelligence, Operations, and Force Protection personnel (J2, J3 and J3 Force Protection) as appropriate. Responsible for accounting for Contractor's personnel on a daily basis. The Contractor personnel accountability will be provided in the format and time specified by the government. Responsible for ensuring that the Operations Center, as an organization, fulfills its duties as specified in the contract and as applicable in section 2.5 of this PWS. The TOC is considered key personnel and shall possess the following qualifications:

- Shall be a level 2+ in English. See Attachment 0007 – ILR.
- Shall be a U.S. citizen.
- Shall possess an active U.S. Secret or Top Secret Clearance.
- Prior experience as officer, warrant officer or senior non-commissioned officer with at least three years of experience at the U.S Military pay grade of E5 or higher, or team leader in armed forces, police, or private security company in a contingency area.
- Must possess a Military background of not less than four (4) years. Must have received an honorable discharge and shall provide evidence of honorable discharge (form DD356) or release from active duty with honorable character of service (form DD-214) (U.S. Military). Must have demonstrated proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.

2.7. Entry Control Point (ECP) Qualification Requirements (RSMA)

- Shall be fluent in English speaking, reading and writing.
- Prior experience with personnel management as a military officer, warrant officer, senior non-commissioned officer, or senior Law Enforcement official with at least four (4) years of experience leading personnel in the armed forces, law enforcement, or in the private security sector in a contested/deployed environment. If prior military, must have received an honorable discharge as verified by a form DD-214 (U.S. Military).
- Must be able to account for all assigned weapons, radios, optics and other sensitive items for their shift, 100% of the time, and report accordingly on a daily basis to the COR.
- In charge of signing out all sensitive items, to include weapons and ammunition, at the start of each shift.
- Must be able to perform command and control for FOB contingencies and exercises.
- Shall oversee TOC ISR platforms, access to CINTRIX, and SIPR accounts.
- Must have proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.
- Must possess a valid U.S. driver's license.

- Able to obtain an operator's license on military tactical vehicles.
- Must meet all GA requirements.

2.8. Guardian Angel (GA) Qualification Requirements (RSMA)

- Shall be fluent in English speaking, reading and writing.
- Must have demonstrated competence/performed as armed law enforcement, Executive Protection/VIP Protection, or prior military service for a minimum of 2 years as verified on prior employment transcripts.
- Must have certified as a Guardian Angel IAW the RS GA requirements as defined in Part 3 (of this PWS), RS SOP 00333 and RS SOP 00393.
- Must remain familiar with all applicable Resolute Support SOPs.
- Must possess a valid driver's license.
- Able to obtain an operator's license on military tactical vehicles.
- Minimum 21 years of age.
- Shall be fluent in conversational English at a level necessary to give and receive situational reports. Shall have the proficient ability to read and write English.
- Shall be eligible for a NATO/RSMA security clearance.
- Shall be a citizen of a RSMA contributing country excluding Afghanistan.
- Shifts shall be limited to 12 hour shifts not more than 6 days per week to perform Guardian Angel services (72 hours). Up to 24 additional hours per week are authorized to include time to receive weapons, daily mission brief, post and relief as well as training recertification unless otherwise directed by the PCO, ACO, or government authority.
- Must possess a Military, Para-Military or Law Enforcement background. Must have received an honorable discharge (or equivalent) as verified by a comparable national service document for discharge from military services.
- Must be able to qualify on assigned primary weapon system as described in Part 3, Contractor personnel shall have the ability to qualify on any Non-Lethal Weapons (NLW) that is recommended by the coalition forces, through proper training. The Contracting Officer's Representative (COR) will define any special weapons qualifications.
- Shall be able to physically perform GA security services, up to 12 hours, in austere conditions, to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.)

2.9. Airborne Guardian Angel (AGA) Shift Supervisor Qualification Requirements (U.S. EXPAT)

- Shall be fluent in English speaking, reading and writing.
- Prior experience with personnel leadership/management as a military officer, warrant officer, senior non-commissioned officer or senior Law Enforcement Official with at least six (6) years of experience at the paygrade of (E7] or higher) leading personnel in the armed forces, law enforced, or private security company in a contingency area, must have received an honorable discharge as verified by a form DD-214 (U.S. Military)

- Must have experience managing service contracts performed CONUS or OCONUS for a minimum of three (3) years.
- Must possess a Military or Civilian Law Enforcement background of not less than six (6) years.
- Preferred to have experience as a military helicopter crew member as this supervisor will be managing GAs serving onboard military aircraft training missions.
- Must have proficiency of Microsoft Office Suite software to include Outlook, Power Point, Excel, Word, and Internet Explorer.
- Must meet all Shift Supervisor and GA requirements.
- Must be able to qualify on assigned primary weapon system as described in Part 3, Contractor personnel shall have the ability to qualify on any Non-Lethal Weapons (NLW) that is recommended by the coalition forces, through proper training. The Contracting Officer's Representative (COR) will define any special weapons qualifications.
- Shall be able to physically perform GA security services, up to 12 hours, in austere conditions, to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.)

2.10. Airborne Guardian Angel (AGA) Qualification Requirements (RSMA)

- Shall be fluent in English speaking, reading and writing.
- Must have demonstrated competence/performed as armed law enforcement, Executive Protection/VIP Protection, or prior military service for a minimum of 2 years as verified on prior employment transcripts.
- Must have certified as a Guardian Angel IAW the RS GA requirements as defined in Part 3 (of this PWS), RS SOP 00333 and RS SOP 00393.
- Must remain familiar with all applicable Resolute Support SOPs.
- Must possess a valid driver's license.
- Able to obtain an operator's license on military tactical vehicles.
- Minimum 21 years of age.
- Shall be fluent in conversational English at a level necessary to give and receive situational reports. Shall have the proficient ability to read and write English.
- Shall be eligible for a NATO/RSMA security clearance
- Shall be a citizen of a RSMA contributing country excluding Afghanistan
- Shifts shall be limited to 12 hour shifts not more than 6 days per week to perform Guardian Angel services (72 hours). Up to 24 additional hours per week are authorized to include time to receive weapons, daily mission brief, post and relief as well as training recertification unless otherwise directed by the PCO, ACO, or government authority.
- Shall comply with requirements of AR95-20 and viewed as non-crewmembers.
- Shall maintain an annual FAA Third Class or military Class III flight physical annually.
- Must possess a Military, Para-Military or Law Enforcement background. Must have received an honorable discharge (or equivalent) as verified by a comparable national service document for discharge from military services.
- Must be able to qualify on assigned primary weapon system as described in Part 3, Contractor personnel shall have the ability to qualify on any Non-Lethal Weapons

(NLW) that is recommended by the coalition forces, through proper training. The Contracting Officer's Representative (COR) will define any special weapons qualifications.

- Shall conduct aircraft egress training prior to performing duties on aircraft.
- Shall conduct familiarization training of crew served weapons on board aircraft and be able to operate them in extremis.
- Shall be able to physically perform GA security services, up to 12 hours, in austere conditions, to include extreme heat, cold, wind, dust, rain, or snow, while donning all required personal protective gear (in upwards of 30 lbs.).

PART 3

GENERAL TRAINING REQUIREMENTS

3.1. Weapons and Weapons Training. This section is required for all employees who are required to be armed under the scope of this contract and/or personnel who have been granted authorization to be armed for self-defense. Before assuming duties, each employee must be granted arming authorization per applicable CENTCOM and subordinate command arming Operations Orders (OPORDs) and Fragmentation Order (FRAGOs) which will be specified at the contract level. The Contractor shall conduct mandatory weapon safety training and ensure training remains current during the period of arming authorization. The Contractor shall renew safety training not less often than every six (6) months after initial completion. Additionally, weapons qualifications and rules for the use of force/law of armed conflict training will be provided by the Contractor. In accordance with USCENTCOM OPORD 05-02, Annex C, Appendix 8, this training remains valid for only 12 months and must be re-accomplished annually. Contractor must ensure training does not expire during the period of arming authorization. Any lapse in required training will void arming authorizations and require the resubmission of a new arming authorization request. The Contractor will also assure that the following training has been conducted and documented for each person working for the Contractor or as a subcontractor.

3.1.1. Armed contractors shall possess or use weapons or ammunition in accordance with USFOR-A 20-091 dated March 2020 and all Government of the Islamic Republic of Afghanistan (GIROA) laws. Armed contractors shall be required to be qualified and proficient operators of their assigned weapon(s) prior to arrival in country. Weapons training will be documented on weapons qualification forms IAW Attachment 3 to USFOR-A 20-091. Non-U.S. and Non – Standard weapons shall be requested IAW Attachment 2 to USAFOR-A 20-091. Unsatisfactory employee qualification results shall be reported to the COR.

3.1.2. All required training shall remain current during the period of arming authorization and rifle/pistol weapons safety training shall be renewed every six (6) months after initial completion. Weapons qualifications and rules for the use of force/law of armed conflict training are valid for 12 months. Contractors shall ensure training does not expire during the period of authorization. Any lapse in required training shall void arming authorization and require the resubmission of a new arming authorization request.

3.1.3. While on duty and armed, each Contractor shall maintain positive control of his/her assigned weapons. Any loss of control of an individual's assigned weapon will be seen as negligence and be handled with the highest level of severity and seriousness. Any loss of control or accountability of weapons, or any sensitive item, must be immediately reported to the Contracting Officer's Representative (COR) and/or Force Protection Commander. The Government may deal with these infractions in accordance with Paragraph 10.4.4.

3.1.4. Armed contractor authorization to possess weapons and ammunition may be suspended or revoked for noncompliance with US or GIRoA laws and/or DOD mandates, including during the period of investigation following an incident or allegation.

3.1.5. Contractor employees are subject to General Order 1 and shall not consume alcoholic beverages or any intoxicating or judgment impairing medication (prescription or otherwise) or other substance while armed or within eight (8) hours before any scheduled arming. The Contractor shall test for illegal drugs and intoxicating substances to ensure the standards of this PWS are upheld. The Contractor shall perform random drug testing on not less than 10% of the workforce no less than quarterly at no additional cost to the Government.

3.1.6. The contractor shall ensure arming suitability for their employees. All employees have a mandatory obligation to report any change in their arming suitability to their immediate supervisor. Cause for personnel not suitable to bear arms include; substance abuse or under the influence of any mind altering/impairing substance, emotional distress to include suicidal thoughts or other situations where employee is not physically, emotionally or mentally fit to make sound judgment required to carry a lethal weapon.

3.1.7. Government Provided Range Access. The Contractor shall coordinate on a monthly basis range access with the COR. Range access is limited and will require extensive forewarning to allow the government to coordinate for Contractors to gain access to ranges at each performance location. Range access will be provided only for weapons that are required for contract performance.

3.1.8. Lautenberg Amendment and Possession of Firearms. All Contractor personnel supporting this task must be legally authorized to carry, possess, train with, and employ firearms and ammunition. The Lautenberg Amendment prohibits any person convicted of a crime of domestic violence from possessing firearms. Therefore, no individual convicted of such a crime will be employed under this contract.

3.1.8.1. A DD Form 2760 "Qualification to Possess Firearms and Ammunition" must be maintained in Civilian Arming Authorization Management System (CAAMS) as a part of each employee's arming packet and must be filled IAW the instructions on the DD Form. A valid DD 2760 is required for all armed GAs and employees under this contract.

3.2. RESERVED

3.3. RESERVED

3.4. RESERVED

3.5. Law of Armed Conflict (LOAC) and Rules for the Use of Force (RUF). In accordance with currently published RUF the term used applies to personnel who are authorized to use force to accomplish their mission of self-defense to prevent life threatening offenses against DoD military, DoD civilian personnel (including DoD employed linguists, and U.S. citizens employed under a DoD contract. The Contractor personnel shall be trained regarding LOAC and RUF, in accordance with CAAMS Arming Process. The Contractor shall obtain a signed written acknowledgement from each of their employees that they have been briefed on LOAC and RUF and understand the differences between ROE and RUF, namely that RUF controls the use of weapons by Contractors employed by the United States Government and that the Contractor may NOT use ROE at any time for use of force decisions, except in cases of self-defense and the defense of the lives of those they are tasked with providing protection. The Contractor shall brief RUF to all shift employees at every shift and shall provide refresher LOAC training to its employees every six months. In particular, LOAC training will include restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries. The Contractor shall train on rendering first aid and contacting medical response units to obtain medical care for wounded, safety permitting. The Contractor shall train Contractor employees on the requirement to report all escalation of force incidents. The Contractor shall train all employees that they shall comply with the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (<http://www.ohchr.org/EN/ProfessionalInterest/Pages/TreatmentOfPrisonersOfWar.aspx/Pages/TreatmentOfPrisonersOfWar.aspx>). A copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 must be given to all employees authorized to carry weapons on this contract at any tier. The Contractor shall furnish the COR the status of all completed training.

3.2.1. In addition to the RUF and ROE training, the Contractor, and its subcontractors at all tiers, shall monitor and report all activities of its armed employees that may violate RUF and/or otherwise trigger reporting requirements as serious incidents. Violations of the RUF include:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense or direct protection of advisor;
- (2) Failing to cooperate with Coalition or Host Nation forces;
- (3) Using Deadly force, other than in self-defense or direct protection of advisor;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat local civilians with humanity or respect; or
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

3.2.2. Signature of Acknowledgement. In accordance with CAAMS Army Process, Contractors shall maintain records of Signature of Acknowledgement from all persons authorized to carry a weapon. Statement will read: "I understand the Rules for the Use of Force (RUF), the difference between the RUF and the Rules of Engagement (ROE), of the Law of Armed Conflict (LOAC), and that the use of a firearm creates a potential for criminal and civil liability under US/Host nation laws".

3.2.3. RESERVED

3.2.4. RESERVED

3.2.5. Tactics Techniques and Procedures. Contractors will provide quarterly refresher training in the tactics techniques and procedures appropriate to the particular duty position and contract. Training references are included in the list or reference materials incorporated in this PWS.

3.2.6. Driver's Training. A Master Driver (MD) will be responsible for the Contractor's drivers training and certification program. The MD should have least three (3) years of personal security operator experience and provide proof to the Contractor of certification as a driver instructor. The MD's certification should cover the concepts and principles of defensive driving, evasive driving, forward and reverse 180 degree turns, mobile and static ramming, offensive driving (front and rear contacts), route selection and planning, route mapping, braking, etc. They must have experience armored vehicles and the ability to adapt training requirements and driving tactics to the changing threat environment. The MD must have demonstrated skills and experience as a formal trainer and management skills commensurate with those expected of an officer, warrant officer or senior NCO (NATO code OR-7 or higher).

3.2.7. Combating Trafficking in Persons (CTIP) Training. The Contractor shall conduct CTIP training in accordance with FAR 52.222-50(h) within ten (10) days after contract award and within seven (7) days of an employee arriving to the performance location. This training will address frankly and candidly the realities of trafficking in persons (TIP); further CTIP training information can be found at <http://www.combat-trafficking.army.mil/training.htm>.

3.2.8. Anti-Terrorism Level I Web Based Training. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

3.2.9. Access and general protection/security policy and procedures. The Contractor and all associated sub-contractors employees shall provide all information required for background

checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) 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

3.2.9.1. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

3.2.9.2. For contractors that do not require CAC, but require access to a DoD facility or installation. The Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3.2.10. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

3.2.11. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter

3.2.12. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

3.2.12.1. For contracts that require OPSEC Training. Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. OPSEC Awareness for Military Members, DoD Employees and Contractors is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>

3.2.13. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber 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 appointment to IA/IT functions. DoD Cyber Awareness Challenge Training is available at the following website: <https://ia.signal.army.mil/DoDIAA/>

3.2.13.1. For Cyber (Information Assurance (IA)/Information Technology (IT)) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

3.2.14. For contractors authorized to accompany the force. DFARS Clause 252.225-7995 (Class Deviation 2017-O0004), Contractor Personnel Performing In The United States Central Command Area of Responsibility. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

3.2.15. For Contracts Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

3.2.16. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

3.2.17. Threat Awareness Reporting Program (for all Contractor employees with security clearances). Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a Counter Intelligence agent or other trainer as specified in 2-4b of AR 381-12.

3.2.18. Required Annual Training. Contractors will provide annual training for all contractor personnel and subcontractors in the following areas:

- (1) Contractor standards of conduct and ethics.
- (2) Applicable national law.
- (3) Status of forces agreement applicable to the contract.
- (4) Response force organization, mission, deployment, tactical movement, and use of force.
- (5) Use of and defense against riot control agents.
- (6) Defense against accidental or intentional use of chemical, biological, radiological, nuclear, and high-yield explosive devices, including use of personal protective equipment when provided.
- (7) Hazardous materials awareness.
- (8) Unarmed self-defense and restraint techniques.
- (9) Active Shooter Response.
- (10) Quarterly On-The-Job GA Training Plan
- (11) Law of Armed Conflict (LOAC) Refresher Training
- (12) Escalation of Force and Rules for the Use of Force (EOF/RUF) Refresher
- (13) Sexual Harassment and Assault Response and Prevention (SHARP)
- (14) Combating Trafficking in Persons (CTIP)
- (15) Installation Policies/Rules Overview
- (16) Self Defense/Advisor Protection (GA duties) Rehearsals and Drills
- (17) Combat First Aid Training
- (18) Weapon Safety, Familiarization and Qualification (See Part 3)
- (19) Additional site specific training (as required by the COR)
- (20) Cultural Awareness, to include cultural norms/behavioral trait
- (21) Operational Security Training (OPSEC)
- (22) Information Assurance (IA)/ Information Technology Training
- (23) Threat Awareness Reporting Program (TARP)

* Due to the increased risk associated with training topics #10-23 above, the Contractor will be required to conduct annual and refresher training every six (6) months or when negative incidents related to the above occur, in order to ensure the proper steps are taken to mitigate the occurrence of a negative incidents.

3.3. Documentation and Review. The training and qualifications of each individual shall be documented by the Contractor and shall be readily available for review and inspection by the Government. Documentation of all training for GA personnel will be maintained on file for as long as the individual is employed by or assigned at the installation. The Contractor shall allow the KO, the COR, and other designated US Government representative to enter any Contractor facility in the CENTCOM-AOR to review and evaluate the Contractor's performance, training, and/or maintenance of armed Contractor records.

3.3.1. Contractors shall allow the KO, COR and/or other designated US Government representative to enter any Contractor facility in the CJOA-A to review and evaluate the Contractor's performance, training, and/or maintenance of Contractor records.

3.4. Guardian Angel Training Requirements

3.4.1. The Contractor shall ensure all employees are properly trained on Guardian Angel operations, in accordance with the RS HQ Guardian Angel Mission Training Plan as dictated in RS SOP 00393, In-Theater training for Resolute Support Mission Personnel and RS SOP 00333. All Armed Contractors must receive baseline GA training prior to deployment and receive in country training and certification prior to assuming duties as a GA for TAAC-Air personnel. All Armed Contractors are required to attend a GA refresher course at minimum, every six (6) months or as directed by Contracting Officer (KO) in coordination with the COR.

3.4.2. All armed contractors must attend in-theater GA training within 30 days of arrival to their respective performance location and will not be allowed to conduct Guardian Angel operations until complete. This training will be provided by RS GA training personnel as coordinated through COR. The contractor is responsible to identify members that require training, either initial or refresher, and report to the COR no later than 30 days prior to 6-month expiration or as soon as new/inbound personnel are identified. The COR will work with RS CJ17 personnel to schedule appropriate classes at respective location at Camp Marmal.

3.4.3. Upon completion of the RS provided GA training, the contractor is required to observe and adequately test armed contractor's ability to perform GA tasks and certify contractor to perform GA duties. All certifications documents will be filed and maintained by the contractor, subject to be inspected by the COR as required. Substandard performance on the behalf of an employee will result in the need for retaining and recertification before they are allowed to resume GA missions. Any GAs who repeatedly fail to demonstrate the standards of performance received at GA training will be removed from the contract.

3.4.4. Detailed training standards can be found in RS SOP 00393, RS SOP 00333, and RS SOP 00331. Access to this document will be made available to the Site Leads and Shift Supervisor at award and after their U.S. Secret Security clearance is validated.

PART 4

CONTRACT COMPLIANCE INFORMATION

4.1. Compliance. If at any time the Contractor is unable to meet the standards established in this document it shall immediately and formally notify the US Government in writing via an email to the COR and the KO. The Contractor shall ensure that should an employee be replaced for any reason, the replacement employee shall possess the same requirement qualifications as the person they are replacing.

4.1.1. Contractor Compliance for Afghanistan. The Contractor shall ensure that all contractor personnel and its subcontractor personnel at all tiers comply, at all times, with (i) all applicable DoD regulations, directives, instructions, policies, procedures, and other orders issued by DoD Commander or his/her representative; and (ii) US, Host Nation, and international laws and regulations; and (iii) international agreements, (e.g. treaties, conventions, protocols, Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements); applicable to contractors supporting the US Armed Forces under the facts and circumstances in Afghanistan. The Contractor shall adhere to all Policies, Procedures and Requirements, including sharing information and coordinating reviews with the Armed Contract Oversight Directorate (ACOD). In addition, the Contractor shall comply with Afghan law and regulations, including following with the traffic and not disturbing local driving patterns. The Contractor shall follow speed limits, unless mission and intelligence require variations. The Contractor shall also fully comply with the guidance, rules, regulations, laws and standard operating procedures listed below (Resolute Support (RS) Standard Operating Procedures (SOPs) will be available after award and after the contractor has achieved CENTRX access. The Contractor shall comply with the most current version of ANSI/ASIS GA.1–2012, American National Standard, Management System for Quality of Private Security Company Operations—Requirements with Guidance or the International Standard (ISO) 18788, Management System for Private Security Operations—Requirements with Guidance. The Contractor shall also fully comply with the required documents listed below:

REGULATIONS/MANUALS /PUBLICATIONS	TITLE	DATE
	Civilian Extraterritorial Jurisdiction Act of 2014 (CEJA)	2014
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)	28 Feb 2006
DoD Directive 2311.01E	DoD Law of War Program	15 Nov 2010
DoD Directive 5252.5	DoD Cooperation with Civilian Law Enforcement Officials	15 Jan 1986
DoD Directive 5220.6	Defense Industrial Personnel Security Clearance Review Program	02 Jan 1992
DoD Directive 6495.01	Sexual Assault Prevention and Response (SAPR) Program	11 Apr 2017
DoDI 1000.13, Chapter 1	DoD Identification (ID) Cards: ID Card Life-Cycle	23 Jan 2014
DoDI 3020.41	Operational Contract Support	20 Dec 2011
Joint Publication 4-10	Operational Contract Support	16 July 2014
DoDI 3020.50	Private Security Contractors (GAs) Operating in Contingency	22 Jul 2009

	Operations	
DoDI 5210.84	Security of DoD Personnel at US Missions Abroad	22 Jan 1992
DoDI 5525.11	Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members	03 Mar 2005
DoDI 6055.04	DoD Traffic Safety Program	03 Oct 2017
	DoD Guidebook For CAC-Eligible Contractors http://www.acq.osd.mil/dpap/pdi/gca/DoD_Contractor_Guidebook_UNCLAS_NETWORK_Access_11_21_2014_FIN_AL.pdf	21 Nov 2014
	Geneva Conventions Relative to the Treatment of Prisoners of War (http://www.ohchr.org/EN/ProfessionalInterest/Pages/TreatmentOfPrisonersOfWar.aspx/Pages/TreatmentOfPrisonersOfWar.aspx)	12 Aug 1949
	Convention Respecting the Laws and Customs of War on Land (Hague IV) and its Annex: Regulation Concerning the Laws and Customs of War on Land (https://www.loc.gov/law/help/us-treaties/bevans/m-ust000001-0631.pdf)	18 Oct 1807
AJP 2.5(A)	Handling of Captured Personnel, Equipment and Documents	01 Aug 2007
45 CFR 46	Protection of Human Subjects	14 Jul 2009
Pub. Law 95-511	Foreign Intelligence Surveillance Act of 1978 (as amended)	
Pub. Law 106-523	Military Extraterritorial Jurisdiction Act of 2000 (MEJA), Chapter 212	22 Nov 2000
Executive Order 12333	United States Intelligence Activities (as amended)	March 2017
Dept. of Justice	Privacy Act of 1974	2015 Edition
Army Regulation 95-20	Contractor's Flight and Ground Operations	05 April 2017
Army Regulation 180-11	Physical Security of Arms, Ammunition and Explosives	5 Sep 2013
Army Regulation 180-13	The Army Physical Security Program	25 Feb 2011
Army Regulation 180-14	Carrying of Firearms and Use of Force for Law Enforcement and Security Duties	12 Mar 1993
Army Regulation 180-16	Physical Security	31 May 1991
Army Regulation 195-5	Evidence Procedures	22 Feb 2013
Army Regulation 380-5	Department of the Army Information Security	21 Sep 2000
Army Regulation 380-10	Foreign Disclosure and Contacts with Foreign Representatives	14 Jul 2015
Army Regulation 385-10	The Army Safety Program	24 Feb 2017
DA Pam. 385-40	Accident Reporting and Records	18 Mar 2015
DA Pam 385-64	Ammunition and Explosives Safety Standards	24 May 2011
Army Training Circular 3-22.9	Rifle and Carbine	13 May 2016
Army Field Manual 3-39	Military Police Operations	26 Aug 2013
HQ RS Policy Letter	COMISAF / CDR USFOR-A Counterinsurgency (COIN) Contracting Directive	23 Oct 2012
USFOR-A FRAGO 20-091	Arming Procedures For DoD Contractors	060847Z JAN 17
Presidential Decree 66	Concerning the authorization of security contracts with Private Security Companies	29 Aug 2015
	Contracting in Afghanistan BSA/SOFA Guidelines V 5.0	Sep 2017
	Civilian Expeditionary Workforce, USCENCOM, Pre-Deployment Guide	April 2017
	USCENCOM 091923Z APR 20 MOD FIFTEEN TO USCENCOM INDIVIDUAL PROTECTION AND INDIVIDUAL-UNIT DEPLOYMENT POLICY	Apr 2020
	The International Code of Conduct For Private Security Service Providers	Aug 2013

ANSI-ASIS GA.3-2013	Maturity Model for the Phased Implementation of a Quality Assurance Management System for Private Security Service Providers	29 Jan 2013
ANSI-ASIS GA.2-2012	Conformity Assessment and Auditing Management Systems for Quality of Private Security Company Operations	27 Apr 2012
ANSI-ASIS GA.1-2012	Management System for Quality of Private Security Company Operations - Requirements with Guidance	5 Mar 2012
	The Montreux Document	Aug 2009
Resolute Support SOP 00001	Organization and Processes within HQ RS	16 Jul 2017
Resolute Support SOP 00004	HQ RS Security Supplement to ACO Security Directive 70-1	10 Nov 2016
Resolute Support SOP 00066	UNSCR 1612 Children and armed Conflict (CAAC)	14 Nov 2017
Resolute Support SOP 00108	Casualty Reporting	05 Jan 2017
Resolute Support SOP 00206	Information Release	26 Feb 2017
Resolute Support SOP 00231	Theater Installation Access and Security Badging	08 Nov 2016
Resolute Support SOP 00234	Theater Security Policy	28 Mar 2017
Resolute Support SOP 00331	Theater Force Protection	29 Oct 2017
Resolute Support SOP 00332	Mitigation of the Insider Threat	10 Oct 2017
Resolute Support SOP 00333	Guardian Angel	12 May 2018
Resolute Support SOP 00336	Operational Safety	23 Aug 2017
Resolute Support SOP 00360	Military Police Operations	29 Jul 2017
Resolute Support SOP 00361	Theater Driving Principles and Traffic Accident Procedures	15 Nov 2016
Resolute Support SOP 00362	Detainee Operations Policy	18 Sep 2017
Resolute Support SOP 00373	Direction and Guidance for Escalation of Force	12 Oct 2017
Resolute Support SOP 00393	In-Theater Training (ITT) for All RS Personnel	10 Sep 2017
Resolute Support SOP 00411	Theater Surface Movement	29 May 2017
Resolute Support SOP 00441	Force Health Protection	21 May 2017
Resolute Support SOP 00800	Theater COMSEC Management	24 Jun 2017
Resolute Support SOP 00803	RS Procurement and Contracting Operations	05 Jan 2017
Resolute Support SOP 01003	Operational Security (OPSEC)	13 Oct 2016
Resolute Support SOP 01531	RS Counter – Improvised Explosive Device (IED)	10 Jun 2017
Resolute Support SOP 01532	Improvised Explosive Device (IED) Exploitation and Reporting	30 Jun 2017
Resolute Support SOP 01533	Exploitation Train Advise and Assist	30 May 2017
CJTF-1, CJ3 – Force Protection, HQ RS	Guardian Angel Mission Training Plan	29 Nov 2012
BSA/SOFA Afghanistan	Contracting in Afghanistan BSA/SOFA Guidelines, v4.0	1 April 2017
	Rules For The Use of Force and Law of Armed Conflict Training	22 Aug 2010

DoDI 6055.4	DoD Traffic Safety Program	
	DoD Guidebook for CAC-Eligible Contractors http://www.acq.osd.mil/dpap/pdi/gca/DoD_Contractor_Guidebook_UNCLAS_NETWORK_Access_11_21_2014_FINAL.pdf	21 Nov 2014
DoDI 5525.11	Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members	3 Mar 2005
	Convention Respecting the Laws and Customs of War on Land (Hague IV) and its Annex: Regulation Concerning the Laws and Customs of War on Land	18 Oct 1807

AJP 2.5	Handling of Captured Personnel, Equipment and Documents	Sep 2001
	Military Extraterritorial Jurisdiction Act of 2000 (MEJA), Chapter 212, (18 USC 3261-3267)	22 Nov 2000
Army Regulation 180-11	Physical Security of Arms, Ammunition and Explosives	5 Sep 2013
Army Regulation 180-13	The Army Physical Security Program	25 Sep 2011
Army Regulation 180-16	Physical Security	31 May 1991
Army Regulation 195-5	Evidence Procedures	28 Aug 1992
Army Regulation 380-5	Department of the Army Information Security	21 Sep 2000
Army Regulation 385-10	The Army Safety Program	27 Nov 2013
Army Regulation 385-40	Accident Reporting and Records	18 Mar 2014
Training Circular 3-22.9	Rifle and Carbine	May 2016
USFOR-A FRAGO 20-091	Arming Procedures For DoD Contractors	Mar 2020
	Civilian Expeditionary Workforce, US CENTCOM, <i>Pre-Deployment Guide</i>	Jan 2016
	USCENTCOM 231245Z Mar 13 Mod Thirteen To USCENTCOM Individual Protection And Individual-Unit Deployment Policy	Mar 2017
	Rules For The Use of Force and Law of Armed Conflict Training	22 Aug 2010
	ANSI/ASIS GA.1–2012, American National Standard, Management System for Quality of Private Security Company Operations— Requirements with Guidance	5 March 2012 (or most current version)
ISO 18788	ISO 18788, Management System for Private Security Operations—Requirements with Guidance	15 September 2015
TC 19-120R	Access Control Handbook	
DAPAM 385.30	Risk Management	2 DEC2014
DoDD 5210.56	Arming and Use of Force	Nov 2016
ST-LEWTAQ	Law Enforcement Weapons and Training Qualifications	May 2015

The following documents are informational and will be considered in Contractor training programs and operational practices:

REGULATIONS/ MANUALS/ PUBLICATIONS	TITLE	DATE
DoDD 3000.3	Policy for Non-Lethal Weapons	9 July 1996
Army Regulation 180-14	Carrying of Firearms and Use of Force for Law Enforcement and Security Duties	12 Mar 1993
FM 3-39	Military Police Operations	26 Aug 2013
AR 180-56	The Army Civilian Police and Security Guard Program	15 March 2013
ADRP 3-37	Protection	August 2012
	The Montreux Document on International Legal Obligations and Good Practices for States Relating to Operations of Private Military and Security Companies During Armed Conflict.	September 2008

The following table includes Manual tasks relevant to functions in this PWS:

Task	Description
071-COM-0003	Load an M9 Pistol
071-COM-0004	Unload an M9 Pistol
071-COM-0005	Correct Malfunctions of an M9 Pistol
071-COM-0006	Engage Targets with an M9 Pistol
071-COM-4027	Load an M249 Machine Gun
071-COM-4028	Unload an M249 Machine Gun
071-COM-4024	Engage Targets with an M249 Machine Gun
071-COM-4026	Perform a Function Check on an M249 Machine Gun
071-312-4004	Lay an M249 Machine Gun Using Field Expedients
071-025-0002	Perform a Function Check on an M240B Machine Gun
071-025-0003	Load an M240B Machine Gun
071-025-0004	Unload an M240B Machine Gun
071-025-0007	Engage Targets with an M240B Machine Gun
071-025-0001	Maintain an M240B Machine Gun
071-025-0005	Correct Malfunctions of an M240B Machine Gun
071-025-0006	Zero an M240B Machine Gun
071-COM-0501	Move as a Member of a Team
071-COM-3002	React to Indirect Fire While Mounted
551-88M-1352	Perform Preventive Maintenance Checks
551-88M-1361	Operate Vehicle Under Adverse Conditions
551-88M-1359	Operate Vehicle in Convoy
071-COM-1011	Orient a Map Using a Lensatic Compass
071-329-1014	Locate an Unknown Point on a Map and on the Ground
071-329-1015	Locate an Unknown Point on a Map and on the Ground by Resection
191-376-4131	Operate a Checkpoint as a Member of a Team
191-376-4133	Control Traffic at a Holding Area as a Member of a Team
191-376-4105	Operate a Traffic Control Post (TCP)
191-376-4146	Perform as a Member of Convoy Security Escort Team

191-376-5162	Recognize a Hazardous Materials (HAZMAT) Incident
191-376-5132	Respond to a Bomb Threat
191-376-5136	Respond To a Hostage Situation
191-376-5148	Search an Individual
191-376-5150	Subdue an Unarmed Violent Subject
191-376-5151	Control Access to a Military Installation
191-376-5216	Search a Vehicle for Explosive Devices or Prohibited Items at an Installation Access Control Point

4.2. International and United States (U.S.) Laws, Regulations and Policies. All Contractors shall comply with applicable U.S. laws, regulations and policies. The Contractor shall also comply with International Laws as established by the International Military Police on each base. All contractors shall acknowledge the potential for civil and criminal liability under the aforementioned U.S. and International laws. There is a potential for civil and criminal liability under U.S. and Afghan laws for not following the rules on the use of force and/or the improper or illegal use of weapons.

4.2.1. Host Nation Business Licenses. Contractors performing work under this contract shall possess a Business License from the Afghanistan Investment Support Agency (AISA), or equivalent. The Contractor shall also possess a Private Security Company (GA) license issued by the GIRoA Ministry of Interior (MoI). All contractors shall submit a current copy of their AISA, or equivalent, and GA licenses in Dari and English with their proposal. If there is any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority.

4.3. Arming Authorizations. Contractor shall not be permitted to carry weapons until an arming authorization is granted. **All Contractors shall carry their Arming Authorization Letter (AAL) while on duty and armed. The armed Contractor shall only be armed when required for a specific mission and only when on duty.** The arming authorization is contingent on Contractor submitting acceptable acknowledgements, forms, and information as required in Attachments 1 through 10 to United States Forces-Afghanistan (USFOR-A) FRAGO 20-091, Arming Procedures for DoD Contractors. The Contractor shall, within fifteen (15) days of a change in personnel, provide the COR the Documentation on all additional and/or replacement personnel.

4.3.1. USCENTCOM OPORD 05-02, Annex C, Appendix 8, "Arming and Use of Force Policy," provides USCENTCOM policy on the carrying and use of weapons by contractor personnel. USFOR-A FRAGO 20-091, "Arming Procedures for DoD Contractors," provides guidance specific to U.S. Forces-Afghanistan. The Contractor is required to comply with the requirements set forth in these orders, or in future orders/directives when updated or replaced.

4.3.1.1. The USFOR-A Armed Contractor Oversight Directorate (ACOD) manages the DoD contractor arming authorization program and makes all relevant and current guidance available to the Contractor under its SharePoint site, accessible via the internet at the link below:
<http://usfora.afghan.swa.army.mil/sites/ACOD/default.aspx>

4.3.2. Arming Authorization Request Packets on New Employees after Contract award. In accordance with Attachments 1 through 10 of USFOR-A FRAGO 20-091, or its superseding

order/directive, the Contractor shall upload arming authorization request documents for each employee into the CAAMS for the COR's review. Arming packets are mandatory for employees who are required to be armed; the Contractor shall submit all required documentation in support of arming requests to the COR no later than 60 days prior to the required fully operational date as established by the Contractor for that employee's first day of performance on the contract. Exception: During mobilization period, arming requests shall be submitted into CAAMS prior to arrival at CRC for EXPATS and prior to departure to Afghanistan for RSMA GAs. The Contractor shall correct any deficiencies in the arming authorization packages within 48 hours of receipt of notice from the Government.

4.3.3. When required by the Afghan MOI, all employees shall obtain a GIRoA weapons license before they may carry a weapon. Contractors are required to keep copies of employees' weapons license on hand for review, by COR, TOC, or equivalent Force Protection Agency, at all times.

4.3.4. While on duty and armed, each Contractor shall maintain positive control of their assigned weapon(s). Any loss of control of an individual's assigned weapon shall be seen as negligence and be handled with the highest level of severity and seriousness. Any loss of control or accountability of weapons, or any sensitive item, must be immediately reported to the COR and/or Force Protection Commander.

4.3.5. When traveling outside the perimeter of a designated Base, or military installation, Afghan Law requires Contractors to obtain a weapons licenses from the GIRoA. The Contractor is required to comply with this weapons license requirement as established by the GIRoA Ministry of Interior (MoI) Affairs. If a team is required to leave the Base as a part of its mission, the Contractor shall ensure the proper authorization from the GIRoA MoI Affairs at least 48 hours prior to the start of the mission. If there is any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority.

4.3.6. The law of Afghanistan requires that GAs be properly licensed, and that GA employees who are armed and who perform security duties on areas outside of a U.S. installation obtain a weapons license from GIRoA Ministry of Interior Affairs, or equivalent. The Contractor is required to comply with the weapons registration and license requirements that are established by GIRoA in relation to each performance location. If there are any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority.

4.3.7. All GIRoA requirements are established by the Afghan Ministry of Interior Affairs; the Contractor shall contact the Afghan Ministry of Interior Affairs with any questions regarding the arming authorization requirements for contractor personnel as established by the GIRoA in relation to each performance location. If there is any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority.

4.3.8. The contractor shall on a monthly basis verify that the status of employees who are currently employed to carry weapons in the performance of duties is accurately reflected in the CAAMS. This action shall be accomplished by ensuring that the "Armed" box for each armed Guardian Angel is checked and that the "Confirm Date" box reflects the current date; and by verifying that personnel who are no longer employed as Guardian Angels under the contract

have the "Armed" box unchecked in their profile, with the "Confirm Date" box updated, or are transferred to the CAAMS archive.

4.3.9. If CAAMS is discontinued at some point in the future, the Contractor shall submit "Civilian Arming Roster" on a monthly basis to the COR or utilize the successor system(s) implemented in place of CAAMS. The "Civilian Arming Roster" shall accurately reflect the guards employed under the contract and authorized to carry weapons. The format for the "Civilian Arming Roster" shall be provided by the USFOR-A ACOD.

4.3.10. Only after an employee successfully completes the arming process established above will the Contractor provide the following serviceable and fully functioning items to each guard: one (1) long barreled high caliber weapon (M-16 rifle, M-4 carbine, AK-47 or NATO equivalent) and one (1) 9mm pistol (M9 or NATO equivalent), both with enough magazines for a basic combat load (US standard). Basic combat load for a rifle will be no less than 210 rounds (7 magazines for an M4) and for a M9/pistol, 45 rounds (3 magazines). If the contractor intends to have employees carry firearms on MILAIR flight into theater, they shall have a weapons qualification completed and approved Arming Authorization letter, prior to arriving in theater.

4.4. Biometric Collection. In accordance with USFAR-A FRAGO 20-091, all Local Nationals (LN) and Other Country Nationals (OCN) shall have a current biometric enrollment. Collection of Biometric data as a condition of employment is essential to positive identification of individuals in Afghanistan. All employees shall be biometrically enrolled in a U.S. Biometric Automated Toolset (BTS) system prior to submission of an arming authorization request and prior to performance of armed security duties. The Contractor shall submit a request for Biometric enrollment to the COR with a technically accurate and complete Armed Contractor Oversight Directorate (ACOD) Arming Roster (AR) (documents located at <https://www.jccs.gov/CAAMS/>) to identify the employees requiring enrollment/screening. If in an administrative position, employee shall submit to Biometric Screening prior submission for request of Government installation badge. The Contractor shall submit a request for Biometric enrollment to the COR identifying the names and national identification number or passport number. After the employees are biometrically enrolled, the contractor shall provide a Biometric Verification for Armed Contractor letter, located at attachment four (4) to USFOR-A FRAGO 20-091. Biometrics is a universal system; therefore, enrollment can take place at any point while the employee is in-country. The United States Government will not send a "biometrics enrollment team," to the RSMA training location. The Contractor will ensure enrollment takes place, prior to the arming process at a Government facility convenient for the contractor. The US Government will house personnel for as long as the arming process takes; however, the Contractor will be held to the manning requirements outlined in para. 10.11. and 10.12. of the PWS.

4.4.1. Screening and Badging. All Contractors shall be enrolled/screened and receive a Government installation badge prior to performance. All contractor personnel must be biometrically enrolled and pass Counter Intelligence (CI) screening in order to obtain access badges. The contractor shall immediately notify the appropriate ISPM when employees no longer require access and the contractor shall return all Government identification and access

badges. The contractor shall immediately notify the COR and the appropriate ISPM when Government identification and access badges are lost or stolen.

4.4.1.1. The Contractor shall provide all employees with a Company unique identification badge that shall not resemble the local installation badging scheme or color. The Contractor shall submit an acceptable unique badging scheme to the COR & KO within 10 days of contract award.

4.4.1.2. All personnel require identification badges issued by USG, or other associated agencies as required and defined for the performance of work under this contract, shall ensure all badges remain visible on his or her person at all times. Badges shall be displayed on the outermost garment and above the waist.

4.4.1.3. Some performance locations may have unique badging requirements. The Contractor is encouraged to become familiar with local badging requirements at Camp Marmal. Most NATO bases, require an RS Badge and the Contractor will be required to obtain an RS Badge within 48 hours of an employee's arrival to the base.

4.4.2. Government Badges. Each U.S. employee shall be issued a Common Access Card (CAC), furnished by the Government. Each Shift Supervisor, Site Lead and Administrative Assistant/Scheduler will need a CAC to allow CAC log-on to Government computer systems, and to provide certificates for digitally signing and encrypting email. Any employee that is not an Expat/US Citizen will be issued a Local Access Badge. CAC and Smart Card issuance will be based on CJ6 approval of system access and CJ2 approval of background checks. The Contractor is required to submit a completed DD Form 1172-2 for CAC eligible applicants to the COR for completion of section III then submit with the necessary background investigation to the Trusted Agent (TA) for processing. The TA will NOT process CAC applications without first verifying the applicant has the necessary background investigation completed to be issued a CAC in accordance with Section 3, Enclosure 2 of DoDI 1000.13 Volume 1. The Contractor shall notify the TA when CAC holders resign or are terminated (to include contract termination or expiration) for CAC revocation in accordance with DoDI 1000.13 Volume 1 and the TASS (CVS) TASM/TA and Applicant User Guides (Reference (z)).

4.4.2.1. Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

4.5. Medical Screening. All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in

the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995 (Class Deviation 2017-O0004), Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM Individual Protection and Individual Unit Deployment Policy and DoD Instruction (DoDI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

4.5.1. The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <https://www.dcpas.osd.mil/content/documents/EXP/MOD%2015.pdf>.

4.5.2. The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

4.5.3. Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 80 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

4.5.4. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

4.5.5. 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 a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

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

4.5.7. Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <https://comptroller.defense.gov/Financial-Management/Reports/rates2019/>.

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

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

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

4.5.11. After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within

24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

4.5.12. All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites.

Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every

2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

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

4.6. Security Clearance Requirements. The work performed under this contract may involve the Contractor having access to and/or the potential safeguarding of classified information/material and shall require a SECRET clearance, as specified per the contract requirement and may be granted access to the SIPRNET and NIPRNET. If required by the contract, the security policies, procedures, and requirements stipulated by the National Industrial Security Program (NISP) and DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) (28 February 06) and supplements thereto are applicable to include the following security requirements and/or guidance whenever contract performance will occur on a DoD installation or within a DoD-controlled facility or activity. The Contractor's employees shall have and maintain an active U.S. SECRET, when required. The Contractor employees requiring an active U.S. Secret clearance shall possess the clearance prior to performance start. The contractor shall provide the ISPM a Visitor Authorization List (VAL) and comply with specific ISPM and other Government agencies requirements in order for employees to gain access to specific Government facilities. The contractor shall provide an Entry Authorization List (EAL) to facility security managers and alarm monitoring agency in order to gain access to customer limited access areas. The contractor shall develop and maintain EALs for authorized personnel granted to access to contractor- limited access areas. The contractor shall perform occasional escort duties for contractor work centers. The contractor is responsible to ensure all employees meet the requirements to receive badges and gain access to facilities.

4.6.1. Contractor shall comply with FAR 52.204-2, Security Requirements when handling or accessing information classified “Confidential,” “Secret,” or “Top Secret” and requires compliance with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

4.7. Personal Security Clearance (PCL) and Background Checks. The Contractor shall comply with DD Form-254 and DoD 5220.22-M, NISPOM The Contractor shall ensure all employees have the required security clearances and/or required background checks equal to or greater than the classified information to which they are granted access. The Contractor shall work with the Information Security Program Manager (ISPM) on all security related issues and shall act appropriately to prevent the unauthorized disclosure of classified information and material to unauthorized individuals, In Conjunction With (ICW) the supported organization(s).

4.7.1. For all personal positions requiring either SECRET or TOP SECRET clearances, the Contractor will provide a copy of approved clearance to the COR.

4.7.2. OCNs will not be eligible for a U.S. security clearance; therefore, will not be expected to have access to U.S. SECRET classified material. Where appropriate, OCNs should have at a minimum a Favorable Background check.

4.7.3. Facilities Security Clearance Facilities Access: A DD Form-254 Contract Security Classification Specification is required to be held by the Contractor. The Contractor shall have and maintain a U.S. SECRET facilities clearance. The Contractor shall provide the ISPM a Visitor Authorization List (VAL) and comply with specific ISPM and other Government agencies requirements in order for employees to gain access to specific Government facilities. The Contractor shall provide an Entry Authorization List (EAL) to facility Security Managers (SM) and alarm monitoring agency in order to gain access to customer limited access areas. The Contractor shall develop and maintain EALs for authorized personnel granted access to contractor-limited access areas. The Contractor shall perform occasional escort duties for contractor work centers. The Contractor is responsible to ensure all employees meet the requirements to receive badges and gain access to facilities.

4.7.4. Contractor and all associated sub-contractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) 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.

4.7.5. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification

Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 180-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4.7.6. Contractor Access Termination. The Contractor shall immediately notify the appropriate ISPM when employees no longer require access and/or contract termination and the Contractor shall return all Government identification and access badges. The Contractor shall immediately notify the COR and the appropriate ISPM when Government identification and access badges are lost or stolen in accordance with CDRL A009.

4.8. Weapons Accountability and Control

4.8.1. The Contractor shall maintain a serialized weapons accountability list and maintain weapons accountability at all times. Weapons and ammunition shall be inventoried every shift change and made available to the COR and/or Tactical Operations Center (TOC) battle captain. The Contractor shall submit to the COR a weapons/ammunition inventory list in accordance with CDRL A003.

4.8.1.1. Contractor security personnel shall only be armed when on duty and shall carry a weapons authorization card on their person. The Contractor shall not authorize nor allow any employee to carry a weapon or use a weapon for security until the Arming Authority Approval has been granted for that employee. Initial weapons qualifications must be completed prior to deployment into theater with correctly completed scorecards per Standard Arming Authorization requirements.

4.8.2. Weapon and Ammunition Inventory. The Contractor shall maintain a serialized weapons accountability list and maintain weapons accountability at all times. Weapons and ammunition shall be inventoried every shift change and reported to COR, Tactical Operations Center (TOC) or equivalent Force Protection agency. The Contractor shall submit to the COR an initial weapons/ammunition inventory list within five (5) days after mobilization is complete and before performance begins in accordance with CDRL A003. The weapons/ammunition inventory list shall break out weapons by both models and serial numbers. Additionally, the weapons/ammunition inventory list shall break out ammunition by quantity for each type.

4.8.3. Weapon Maintenance. All weapons shall be checked and cleaned periodically in accordance with the Original Equipment Manufacturer (OEM) recommended maintenance schedule. All armed personnel shall ensure their weapons are in proper working order at all times. All armed personnel shall conduct daily function checks on all assigned weapons prior to assuming duties. If an employee knows, or should know that his/her weapon is not in the proper working condition, the employee shall immediately report to their Supervisor for repair and/or approved replacement. The contractor shall notify the COR of any weapons maintenance issues.

4.8.3.1. The Contractor shall be responsible for ensuring a preventative maintenance plan is established to ensure continuous serviceability of all weapons in accordance with Contract Data Requirement List (CDRL) A013.

4.8.3.2. Consumables. The contractor shall be responsible for procuring and stocking generally available consumables including, but not limited to the following: appropriate cleaning supplies, grease and lubricants, gun oil, barrel swabs, cleaning kits, shop towels, shop safety equipment, and common use items (i.e. nuts, bolts, screws, and all that is applicable). Consumables applied towards individual or weapons maintenance shall comply with authorized cleaning and/or lubricating agents/equipment per the applicable equipment technical manuals for the weapons system in question.

4.8.4. Weapons Storage. The Contractor will provide lockable storage containers for the Contractor to use as an arms room to store and maintain all weapons, ammunition and sensitive items. The COR will inspect the arms room and accountability records at least monthly and may conduct no-notice inspections. The contractor is required to provide a detailed plan within 15 days after award of its storage plan and accountability of sensitive items and other equipment in accordance with CDRL A003. The Government will direct the placement of all containers and have keys provided to the COR. Operation of the arms room and ammunition storage facility shall be conducted in accordance with DOD 4145.26-M.

4.8.5. The Contractor will be responsible for their own weapons. If a contractor is at another site, they should consider contacting that site's Private Security Contractor for compliance with local weapons handling procedures and compliance with weapons storage procedures.

4.9. Ammunition Supply. The Contractor shall provide all ammunition for all weapons used by its employees, to include 9mm, 5.56mm or associated ammunition. Any known and recognizable hazards, e.g. unserviceable ammunition or weapons, will be purged and replaced with serviceable ammunition and/or weapons. All ammunition shall be in accordance with Department of the Army Pamphlet 385-64, Ammunition and Explosives Safety Standards, dated 24 May 2011 (Rapid Action Revision (RAR) Issue Date: 10 October 2013).

4.9.1. While on duty, all armed personnel shall have a basic load (210 rounds of rifle ammunition and 45 rounds of pistol ammunition) of ammunition on their person for their assigned long-barrel rifle and pistol. Ammunition will not be modified in any way. Contractor shall proactively replace out dated/unserviceable ammunition. The COR has the authority to identify ammunition as unserviceable.

4.9.2. Ammunition Disposal. The Contractor is responsible for properly disposing of all unserviceable ammunition in compliance with all applicable Afghan environment laws, processes, and procedures.

4.10. Contractor Employee Vetting Plan. The contractor shall prepare and submit a plan at time of proposal detailing its processes for hiring employees and performing background checks.

The contractor shall also submit their vetting plan to the ACO and COR within ten (10) days after receipt of contract award in accordance with CDRL A001.

4.10.1. The plan shall, at a minimum, address local agency checks (i.e. family history, work history, identity verification via national identification or Taskera, address confirmation, fingerprinting, and local police check with clearance certificate), national agency checks (i.e. submit employee information package to the Afghanistan Ministry of Interior, Afghanistan National Directorate of Security investigates major crime and potential connections to terrorist organizations and if background is clear Ministry of Foreign Affairs issues certificate of successful vetting and acceptance), and maintaining support during Government vetting processes (i.e. submitting requests for biometric enrollment, ensuring interpreting services are available as necessary during enrollment/screening and positive verification of enrollment by requesting Global Unique Identification number spreadsheet from Government enrollers). If there is any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority. The plan shall include a tracking and retention system on background checks.

4.10.2. The plan shall describe how the Contractor will track and account for Government and Contractor issued badges during the period of performance and describe procedures to return all Government –issued badges to the Government at the end of the performance period.

4.10.3. The Contractor shall also address how employee termination is communicated to the Contracting Officer (KO), COR and local installation Force Protection agencies to prevent unauthorized access as well as to communicate potential security risks to the Government for biometric watch list consideration, as required. The Contractor shall address how dismissals or concern are tracked and communicated to prevent the rehiring of high-risk personnel.

4.11. Inherently Governmental Activities. Contractors are not allowed to engage in inherently governmental activities. An inherently governmental activity is an activity that is so intimately related to the U.S. public interest to mandate performance by Government personnel. These activities require the exercise of substantial discretion in applying Government authority and /or making decisions for the Government. Inherently Governmental activities in a combat environment includes those activities that require discretionary judgment that commit the U.S. Government to a course of action, such as deciding who or what to attack or search. The contractor is limited to a defense response to hostile acts and demonstrated hostile intent. Any activity that requires more than a response of self-defense to a hostile attack is inherently Governmental. Inherently governmental duties that these contractor personnel are prohibited from performing include the following:

4.11.1. Combat or combat-like activities to include law enforcement activities. Combat or combat-like activities and law enforcement activities include quick reaction force, reconnaissance patrolling, cordon and search operations, acting as an observer or spotter for indirect fire operations and route clearance operations.

4.11.2. Offensive operations. This includes planning, preparing and executing operations that actively seek out, close with, and destroy a hostile force or other military objective by means of, among other things, the employment of firepower (outside self-defense) and other destructive

and disruptive capabilities. This does not preclude a GA from defending another contractor or government entity of their own volition if consistent with U.S., international, and host nation (HN) law; Status of Forces Agreement (SOFA) and other IA; HN support agreement; and Federal regulation.

4.11.3. Operating in hostile environments as part of a larger, totally integrated and cohesive armed force performing operations in direct support of combat.

4.11.4. An offensive response to hostile acts or demonstrated hostile intentions would be required to operate in, or move resources through, a hostile area of operation. GAs may not be given the discretionary latitude to authorize or engage in offensive actions against an enemy or hostile force.

4.11.5. Decisions on the appropriate course of action and the outcome of which could significantly affect U.S. objectives with regard to the life, liberty, or property of private persons, a military mission, or international relations. Such actions typically require high-risk, on-the-spot judgments on the appropriate level of force, acceptable level of collateral damage, and whether the target is friend or foe in situations pivotal to U.S. interests. These actions are so intimately related to U.S. interests as to require government performance and are unsuitable for contractors.

4.11.6. Combat or Combat-Like Activities. The Contractor recognizes that GAs and the personnel protected under this contract are non-combatants under the Law of Armed Conflict and cannot take part in combat or combat-like activities or law enforcement activities.

4.11.6.1. Under no circumstances shall the contractor perform private security functions that exceed the United States Central Command Rules for the Use of Force (RUF). Although the RUF may authorize the GAs to use deadly force in defense of hostile acts and demonstrated hostile intent, they may not authorize GAs to use offensive tactics as a means of achieving their mission/contract objective.

4.12. Specific Host Nation Laws, Regulations and Policies. All host nation laws, policies, decrees, doctrines, etc. shall be applicable to this contract. Any contract issued for any specific country, will incorporate and identify that Host Nation's laws, polices and regulations applicable to the contract.

4.12.1. All GAs shall ensure that its employees comply with applicable Host Nation laws and regulations and secure applicable permits before being authorized to carry weapons while performing Armed GA duties in accordance with United States Forces – Afghanistan (USFOR-A) Fragmentary Order (FRAGO) 20-091, CENTCOM and DoD arming policies.

4.12.1.1. All Contractors and Subcontractors are subject to GIRoA jurisdiction, both civil and criminal.

4.12.1.2. Armed Contractors shall respect Afghan laws and regulations.

4.12.1.3. Armed Contractors shall abide by rules established by the Installation Commander as required to meet all Installation policies and procedures.

4.12.1.4. Armed Contractors shall cooperate with Coalition and GIRoA Police/Security Forces. Armed Contractors shall not avoid or run through Coalition, Resolute Support (RS) or GIRoA Police/Security Force checkpoints.

4.12.1.5. Armed Contractors shall not aim their weapons at U.S., Coalition or GIRoA Police/Security Forces except in accordance with the rules for the use of force.

4.12.1.6. Armed Contractors shall maintain uniform standards, in accordance with GIRoA standards that clearly distinguish their personnel from U.S. Military, Coalition, Resolute Support (RS) or GIRoA Police/Security Force.

4.12.2. International and United States (U.S.) Laws, Regulations and Policies. All Contractors shall comply with applicable U.S. laws, regulations and policies. The Contractor shall also comply with International Laws as established by the International Military Police on each base. All contractors shall acknowledge the potential for civil and criminal liability under the aforementioned U.S. and International laws. There is a potential for civil and criminal liability under U.S. and Afghan laws for not following the rules on the use of force and/or the improper or illegal use of weapons.

PART 5

GENERAL INFORMATION

5.1. Hours of Operations. The Contractor is responsible to ensure Guardian Angel support is provided seven (7) days per week, 24 hours per day, 365 days per year to include all holidays. Contractor shall provide minimum number of GAs as dictated in para. 10.11. - Manning Table during primary hours of operation, which are 0600-1800 or as directed. In addition, the contractor shall provide minimum number of GAs as dictated in para. 10.11. - Manning Table to cover operational hours Access Control Points, 24 hours per day, 365 days. Guardian Angel, Airborne Guardian Angels, TOC Controllers, Internal Security, Tower and ECP shifts shall be limited to 12 hour shifts not more than 6 days per week to perform services (72 hours). Up to 24 additional hours per week are authorized to include time to mount, post and relief as well as training recertification unless otherwise directed by the PCO, ACO, or government authority. Working hours will correspond with the supported unit's TAA mission requirements. The Contractor must at all times maintain an adequate workforce to ensure uninterrupted performance of all tasks defined within this PWS, to include after-hours TAA requirements.

5.1.1. Personnel. Personnel shall be available for duty during their prescribed shift. Any person not present for duty shall have a replacement at the beginning of the prescribed shift schedule. The Contractor shall ensure that the required number of personnel to execute full performance of the contract is on hand at all times. The Contractor shall ensure no disruption of services, to include disruptions due to leave, liberty, and other absence policies.

5.1.2. Shift Hours. The Contractor will adhere to twelve (12) hour shift schedule. The majority of GA missions being conducted between the hours of 0600-1800; with less GA missions between the hours of 1800-0600. However, in the event that a mission has not concluded, the contractor shall maintain uninterrupted performance until the mission's conclusion. Continuity is more important than adherence to a twelve-hour shift. Shifts will be organized in a fashion so as to not allow a gap in coverage and maximize operation efficiency during all hours of the day.

5.1.3. Duty Cycle/Schedule Coverage. Unless otherwise stated, GA/TAA missions will be conducted primarily in daylight hours. In certain cases, TAA missions could start before light and could end after dark, the Contractor shall be prepared to perform all services twenty-four (24) hours per day; seven (7) days per week. Primary hours of operation are 0600-1800 or as directed. GA services at Access Control Points, the Contractor shall be prepared to perform all services twenty-four (24) hours per day; seven (7) days per week. The Contractor shall provide a daily duty schedule to the COR and Force Protection Battle Captain and continually update as schedule changes are made.

5.2. Period of Performance. The period of performance will be defined in the basic contract(s) and will include FAR 52.217-8.

5.2.1. Base Period. A one (1) year base period of performance, including a phased mobilization period as defined by para. 6.1. and 10.12. The contractor shall be at Full Optional Capacity (FOC) at the end of the phased mobilization period.

5.2.2. Option Periods: This requirement will also contain two (2) twelve (12) months option periods.

5.2.3. Locations. Primary assigned location is Camp Marmal, Air Operations Department (AOD) Balkh and Mazar-e Sharif (MeS) Air Base.

5.2.3.1. Airborne GAs. Security services performing Airborne GA duties will provide protection of entitled personnel around and onboard aircraft both on the ground and inflight in the Afghanistan AOR and provide security at off airport locations as dictated by flight schedule or in the event of unscheduled stopovers.

5.2.3.2. TDY Locations. Security services will provide security support to entitled personnel at TDY locations in the Afghanistan AOR. Locations include, but not limited to, Kabul, Kandahar, Mazar-e Sharif, Herat, Shindand and Shorab. Other TDY locations will be dictated by TAAC-Air mission needs and directed by the contracting officer representative (COR) in coordination with the contractor.

5.2.3.3. Other Permanent Locations. Security services will be flexible to relocate as needed in support the TAAC-Air mission to other permanent locations. While assigned away from the primary assigned location, GAs will be directed by the local BDOC or TOC to support the local mission. Additionally, the USG will continue to provide all required support as directed in this contract. Other permanent locations include, but not limited to, Kabul, Kandahar, Mazar-e Sharif, Herat, Shindand and Shorab. Other permanent locations will be dictated by TAAC-Air mission needs and directed by the contracting officer representative (COR) in coordination with the contractor.

5.3. Quality Assurance. The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed IAW the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

5.3.1. Quality Control. The Contractor shall develop quality control procedures that address the areas identified in the QASP. After acceptance of the quality control plan, any proposed changes must receive written approval by the contracting officer. Quality control plan is to be delivered after award but prior to the beginning of performance period. The Contract shall share information collected pursuant to Article 10 of ANSI/ASIS GA.1 or Article 9 of ISO 18788 with the Government. Shared information will be limited to performance under this contract. The contractor shall develop and maintain an effective quality control program consistent with this standard and plan to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary (PRS). After Government acceptance

of the Contractor's Quality Control Plan (in accordance with CDRL A010) any changes shall be submitted to the Contracting Officer for acceptance.

5.3.2. Early Alerts (EAs). Early alerts are required for the contract. The EAs are intended to provide the Government with immediate feedback regarding matters that may pose a potential risk to the contractor's ability to complete the work as planned (either scope of coverage or timeline), to identify new impediments, or to otherwise communicate critical matters to the Government that have not been specifically defined as a contract deliverable. The EAs should provide enough information regarding the background (criteria), scope of the issue, condition, cause and effect, to enable decisions to be made regarding alternate or additional procedures. It is expected that EAs may be communicated either in a written report or through a briefing. In the case of a briefing, the documentation for the issues will be detailed briefing charts.

5.4. Post Award Conference/Periodic Progress Meetings. The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart (FARS) 42.5. The KO, Administrative Contracting Officer (ACO), COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. The contractor shall also notify the Contracting Officer, in writing, of any work being performed that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

5.5. Contracting Officer's Representative (COR). The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

5.6. Identification of Contractor Employees. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

5.7. Sexual Harassment/Assault Response and Prevention (SHARP) Training

The contractor shall provide a Sexual Harassment Training Plan IAW Attachment 4 listed in paragraph 9.1.

5.8. Serious Incident Reports (SIR). The Contractor shall report all serious incidents, including but not limited to, intentional/nonintentional weapons discharge, any criminal activity, sexual assault, serious injury, and serious misconduct as dictated by site lead and lost weapons or as defined in USFOR-A FRAGO 20-091. The Contractor shall complete a SIR in accordance with CDRL A005 and attachment 5 and send it to: the KO and COR.

5.8.1. Contractors shall submit an “Initial” SIR to the offices listed above within four (4) hours of an incident, and continuously update the COR and KO as the situation develops.

5.8.2. The Contractor shall conduct an internal investigation of each incident and will submit, in accordance with CDRL A005, a “Final” SIR to the offices listed above within 96 hours of the incident.

5.8.3. If the incident involves civilians, US, Coalition, Resolute Support (RS), or GIRoA National Defense Security Force casualties, the contractor shall provide, in accordance with CDRL A005, “Interim” SIRs as new information becomes available until such time as the final SIR is submitted.

5.8.4. If the contractor investigation is complete at the time of the initial report, the contractor shall mark the report as “Final” and “no further reports are required.”

5.8.5. If the contractor obtains additional relevant information for the report requirement after a final report is filed, the contractor shall submit, to the entities listed in paragraph 3.0, an additional SIR, again mark the report as “Final,” and include a note in the body of the report explaining the circumstances for submitting multiple final reports.

5.8.6. The Contractors shall comply with all reporting requirements set forth in USFOR-A FRAGO 20-091.

5.9. Contract Management Plan. The Contractor shall develop a Management Plan in compliance with ANSI/ASIS GA.1- 2012, American National Standard Management System for Quality of Private Security Company Operations – Requirements with Guidance or ISO 18788 Management System for Private Security Company Operations. The contractor Management Plan shall be in accordance with CDRL A006.

5.10. Human Resources (HR). The Contractor shall provide sufficient Human Resource support for its employees in order to ensure a safe workplace and effective guard force. The Contractor’s plan for providing the requisite HR outlet shall be defined in the Management Plan and reported in accordance with CDRL A006.

5.11. See FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS under Theater Specific Instructions.

5.12. RESERVED

5.13. See MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) under Theater Specific Instructions.

5.13 See CONTRACTOR HEALTH AND SAFETY under Theater Specific Instructions.

PART 6

MOBILIZATION/DEMOBILIZATION

6.1. Operational Capability. The contract will define 100% operational capability. Contractor shall fulfill the personnel requirement outlined in the contract. The contractor shall maintain a pool of qualified personnel to mitigate shortfalls due to R&R, emergency leave, and other unforeseen restrictions.

6.1.1. For Camp Marmal, the Contractor is required to achieve Initial Operational Capability (IOC) no later than 60 days after the start of the period of performance and Full Operating Capability (FOC) no later than 90 days after start of the period of performance. IOC and FOC are defined in para. 10.12.

6.1.2. During Mobilization, the Contractor shall adhere to the “Phased Approach” outlined in para. 10.12. and ensure each milestone is achieved as the Contractor transitions from IOC to FOC. The Contractor is responsible to immediately report any concerns with each phase to the COR as identified.

6.1.3. Contractor Employee On-Boarding. During the mobilization process, the Contractor shall brief its personnel regarding the potential danger, stress, physical hardships and field living conditions at each performance location. The Contractor shall require all its personnel to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations. That acknowledgment shall remain on file. The Contractor shall ensure that all deployable Contractor personnel are medically and physically fit to endure the rigors of deployment in support of a military operation.

6.1.4. Leave, Rest & Recuperation (R&R) Policy. The Contractor shall use its own policies and procedures for establishing R&R periods for their personnel at no expense to the Government. It is the responsibility of the contractor to ensure that the required number of personnel are available to perform to the standards as required by this PWS.

6.2. Mobilization. The Contractor shall provide a proposed Mobilization Approach to the KO and COR at time of proposal and a Final Mobilization Plan in accordance with CDRL A007 no more than one (1) week after the contract is awarded.

6.2.1. Mobilization “Phased Approach”. The Contractor shall mobilize in accordance with para. 10.12. “Contract Mobilization Phased Approach.” Due to the uniqueness of this contract’s requirements, the Contractor will be required to array their workforce to fit the requirements as each TAA mission set requires at each performance location. The Mobilization shall include labor during the mobilization period.

6.2.1.1. The Contractor shall ensure its leadership is mobilized in accordance with para. 10.12.

6.2.1.2. Additional guidance for the “Phased Approach” Mobilization is outlined in para. 10.12.

6.2.2. The Contractor is responsible for managing the mobilization and demobilization's day-to-day in-theater operations.

6.2.3. As required by the operational or threat situation, the Government may, at its discretion, relocate Contractor personnel to a safe area or evacuate them from the theater of operation.

6.2.4. The contractor shall provide all personnel with the required training and documentation necessary to attain Standard Arming Authorization prior to the contractor beginning IOC and continually submit arming packets as the mobilization progresses. The contractor is responsible for mobilizing all personnel, arming GAs and progressively meeting operational TAA requirement until at FOC.

6.2.5. For U.S. citizens, mobilization includes travel to the Government approved CONUS Replacement Center (CRC) at Fort Bliss, Texas from an individual's home of record prior to deployment to location of base defined at contract award.

6.2.5.1. In accordance with DoD guidance, all U.S. Contractor personnel deploying to, or redeploying from, theater in support of forward-deployed troops are required to process through CRC at Fort Bliss, TX. The Contractor shall comply with Headquarters Department of the Army EXORD 171-14 CRC consolidation. CRC cannot be conducted in contractor owned and/or operated facilities.

6.2.6. The Contractor shall be responsible for scheduling all flights for RSMA Guards and U.S. personnel. RSMA Guards are required to take commercial flights departing from each RSMA Guard's home of record into Afghanistan. Once in country, RSMA Guards are authorized to utilize MILAIR flights to travel to the performance location. U.S. EXPATS traveling from CRC are authorized to utilize MILAIR flights to get to the appropriate in-country performance location. Military airlift usage is restricted to the deployment and re-deployment of contractor personnel only, and does not include travel for leave, R&R, sick leave, emergency leave, etc. Military air is not authorized for use by contractor personnel who require travel due to debarment from the installation or relief for cause. Contractor remains responsible to remove employees from theater and to return employees to his/her home of record.

6.2.7. The Contractor is responsible for providing all training as is detailed in this PWS for all personnel prior to the arrival at the in-country performance location (including the requisite training for Arming Authorization).

6.2.7.1. The Contractor will ensure RSMA employees receive adequate pre-deployment training similar to the CRC program for U.S. EXPATs. Pre-deployment training will ensure a ready workforce and provide the necessary training, certification and documentation needed for employees to begin work at each respective performance location.

6.2.8. The Contractor shall ensure all deploying contracted personnel, prior to entering Host Nation, have been issued contractor-provided protective gear, helmet, gas mask, and any other personal protective equipment required at the time of deployment.

6.3. Mobilization Implementation. After submission of the mobilization plan, the Contractor shall provide written information to the COR weekly that addresses the Contractor's mobilization progress. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely mobilized. If deemed necessary by the KO or COR, the Contractor will attend weekly conference calls to discuss progress against mobilization timeline, discuss any issues that may impact completing milestones on-time in the mobilization plan, and provide revised plans for authorized deviation from the initially approved mobilization plan. At the option of the in-theater commander, mobilization calls will be attended by appropriate plans (J5), operations (J3), and operational contract support (OCS) personnel.

6.4. Demobilization. The Contractor shall submit a demobilization plan IAW DFARS clause 252.225-7997, Contractor Demobilization (DEVIATION 2013-O0017) and in accordance with CDRL A015 to the KO for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the KO. The content of the plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the Afghanistan-AOR and to return Government property no later than 30 days after the expiration of the current period of performance. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Host Nation immediately following contract performance completion or termination.

6.4.1. Exit from Host Nation. The prime contractor shall follow the exit guidance issued by the United States Embassy in Kabul and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant to GIROA laws regarding exit from Afghanistan, including, but not limited to appropriate visas.

6.4.1.1. Badging. The Contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit, in accordance with CDRL A009, a "Badge Termination Report" to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through the CONUS Replacement Center at Fort Bliss, TX. Failure to return employee badges in a timely manner may result in delay of final payment.

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

PART 7

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

7.1. Government Furnished Items and Services. The Government will not provide any Government Furnished Property or authorize the purchase of any Contractor Acquired Property (CAP) for this contract.

7.2. RESERVED

7.3. RESERVED

7.4. RESERVED

7.5. Billeting, Office Space and Fuel

7.5.1. Living Quarters. The Government shall provide billets including basic furnishings and use of personal hygiene facilities for Contractor personnel within the Government compound at no cost to the Contractor. The Contractor shall instruct employees in utilities conservation practices. The Contractor will only be authorized living quarters equal to the total number of employees authorized on the contract. Any additional personnel the Contractor sends to each performance location, to ensure no gap in service due to attrition or other considerations, will be required to reside in transient housing until their predecessor leaves the performance location.

7.5.1.1. Where hard billets are not available, “expeditionary” living quarters will be provided. Expeditionary standards will be base specific, and may include temporary tents or other facilities.

7.5.1.2. The Government will NOT provide personal amenities or services. If the Contractor elects to provide its personnel with additional amenities or personal services, to include cable TV, internet access or cleaning services, it shall be at no cost to the Government.

7.5.1.3. Where there is a Morale, Welfare and Recreation (MWR) facility the contractor is authorized full use of the facilities and equipment, e.g. computers, Internet, telephones.

7.5.2. Office Space. The U.S. Government will provide office space for Command and Control during the length of the contract. The U.S. Government will provide NIPR internet and phone service for the Contractor’s Official use in performance of this contract. The Government will provide, at a minimum, a desk, chair, phone and US Government Computer, as incidental to the place of performance, for official business use only. The contractor shall not use contractor owned computer equipment to access the Government provided internet system.

7.5.3. Government Furnished Fuel. The US Government will provide fuel for contractor vehicles via either access to fuel cans or a designated fuel card for the Contractor’s NTVs.

7.5.4. Government Furnished Life Support. See Government Furnished Contractor Support under Theater Specific Instructions.

PART 8

CONTRACTOR FURNISHED ITEMS AND SERVICES

8.1. Contractor Furnished Items and Responsibilities. Except for those items specifically stated to be Government furnished, the contractor shall furnish everything required to execute the requirements established in this PWS.

8.1.1. Contractor Provided Equipment. The Contractor shall provide at a minimum, serviceable and fully functioning items to each person at the time of deployment: one (1) long-barrel rifle and one (1) U.S. M9 pistol or NATO equivalent, magazines, protective body armor to included front, back, and side SAPI plates, level III/ballistic helmet, uniforms (minimum of 4), day/night ballistic eye protection, tactical radio and any other operational equipment to perform personal protective services while on duty. The Contractor shall proactively maintain and replace all required equipment. Knowing use of non-functioning or unserviceable equipment may present a grave security risk to all personnel present within the secured area and shall be administratively handled in proportion to the risk posed. The COR has the authority to identify equipment as unserviceable. The Contractor will report the Equipment Storage Plan in accordance CDRL A003.

8.1.2. Individual Equipment. The Contractor, at a minimum, will provide the following equipment and maintain positive control of all items that grant access or pose serious risk to Government resources to include the following:

- Badges (see para. 4.4.1. and 6.4.1.1.)
- Uniforms - The Contractor shall issue a minimum of four (4) personnel uniforms that are easily distinguishable and possess no similarities to current Coalition military members' uniforms.
- Cold Weather Gear – The Contractor shall issue individual cold weather gear appropriate to protect personnel while on post.
- SPOT Letters of Authorization (LOAs)
- Arming Authorization Memorandums
- Day/night eye protection (ballistic)
- Weapons (one long barreled high caliber rifle and one 9mm pistol per Contractor)
- Ammunition (minimum 210 rounds for each rifle and 45 rounds for each pistol)
- Ammo pouches capable of carrying basic combat load for both weapons systems
- Pistol holster/rifle sling
- Standardized protective plate carrier body armor with plates (Each body armor vest shall be equipped with ESAPI Level III protection for vest (front, back, and 2 side plates)
- Helmet (Level III/ballistic) with uniform appearance
- Ammunition pouches, holsters and slings: Holsters shall be appropriate for weapon requested.
- Uniforms shall have individuals' last name tape
- Flashlights (as needed)
- Night Vision device (PSV-14 or equivalent)

- Fully-equipped Individual First-Aid Kits (IFAKs) at a minimum:
 - Tourniquet, Combat Application
 - Bandage Kit, Elastic
 - Bandage Gauze 4-1/2" 100/Pkg
 - Adhesive Tape Surg 2" 6's Roll
 - Airway, Nasopharyngeal, 28fr, 12s o Glove, Patient Exam 100/Pkg (4ea) o Pouch, IFAK

****Note 1:** Uniforms and equipment (plate carriers, ammunition pouches, helmets, holsters, slings, IFAKs, etc.) shall have a standardized color scheme for a professional appearance.

****Note 2:** Hot swapping is not permitted. Each contractor personnel shall have their own weapons.

****Note 3:** Non-U.S. and Non-Standard weapons are authorized within this contract. Authorized weapons must be functional 5.56mm or 7.62mm rifles (M4 or NATO equivalent) with standardized slings and functional 9mm pistol (M9 Beretta or NATO equivalent) with standardized holsters.

****Note 4:** The Contractor will maintain a minimum inventory of ten (10) operational Night Vision device (PSV-14 or equivalent), for GA, and AGA usage during night time duties.

8.2.1. Contractor Provided Non-Tactical Up-Armored Vehicles. The Contractor shall provide a minimum of 4 (see para. 10.12.) up-armored Non-tactical Vehicles (NTV) for movement/transport of GAs to/from the work site. These vehicles need to be capable of transporting at least five (5) total personnel and associated gear/equipment to and from work site. These vehicles shall be up-armored, capable of withstanding 7.62 caliber bullet and operates on gasoline or diesel fuel. The Contractor shall have the minimum number of vehicles required for use on this contra; specific guidance for vehicle requirements by performance location can be found in para. 10.12. The Contractor shall ensure that the correct number of vehicles are available/maintained in order to meet mission requirements as stated throughout the PWS. The Contractor shall also maintain a vehicle acquisition, operation, maintenance and recovery plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Contracting Officer and/or authorized representative shall have the right to inspect vehicles and the aforementioned vehicle acquisition, operation, maintenance and recovery plan. Vehicles used by Contractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles. The Contractor shall be responsible for registering all vehicles used in performance of this contract with the GIRoA Ministry of Interior. Vehicles shall be equipped with:

- One (1) Fire Extinguisher
- Run-flat and/or roadworthy tires Side view mirrors
- Seat belts
- One (1) spare tire First Aid kit
- Sufficient electrical power to run required equipment such as radios and ITV Factory installed heating/cooling system

- 3-ton trolley jack
- Wheel brace (aka “lug wrench”) Jumper cables
- Tow strap (including d-shackles)

8.3. Contractor Provided High Capacity Vehicles. The Contractor shall provide a minimum of 2 high capacity vehicles for movement/transport of GAs to/from the work site. These vehicles need to be capable of transporting at least eight (8) total personnel and associated gear/equipment to and from work site. These vehicles may be up-armored, capable of withstanding 7.62 caliber bullet and operates on gasoline or diesel fuel. The Contractor shall have the minimum number of vehicles required for use on this contract; specific guidance for vehicle requirements by performance location can be found in para. 10.12. of this PWS. The Contractor shall ensure that the correct number of vehicles are available/maintained in order to meet mission requirements as stated throughout the PWS. The Contractor shall also maintain a vehicle acquisition, operation, maintenance and recovery plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Contracting Officer and/or authorized representative shall have the right to inspect vehicles and the aforementioned vehicle acquisition, operation, maintenance and recovery plan. Vehicles used by Contractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles. The Contractor shall be responsible for registering all vehicles used in performance of this contract with the GIRoA Ministry of Interior. Vehicles shall be equipped with:

- One (1) Fire Extinguisher
- Run-flat and/or roadworthy tires
- Side view mirrors
- Seat belts
- One (1) spare tire First Aid kit
- Sufficient electrical power to run required equipment such as radios and ITV Factory installed heating/cooling system
- 3-ton trolley jack
- Wheel brace (aka “lug wrench”) Jumper cables
- Tow strap (including d-shackles)

8.4. Driver’s License. Contractor personnel operating NTV’s must possess a valid Driver’s License, as issued by their home country, and have at a minimum 3 years’ experience driving a similar size vehicle.

8.5. Identification and Registration of Contractor Vehicles. Contractors will identify and register their equipment in accordance with DFARS 252.225-7995 (Class Deviation 2017-00004). Contractors shall enroll/register all personnel in the Synchronized Pre-deployment Operational Tracker (SPOT) system within seven (7) days of any changes pursuant to the DoD Business Rules for SPOT.

8.5.1. All contractors shall utilize SPOT to register and identify the armored vehicles, and other vehicles operated by their personnel. Vehicles used by armed DOD contractors in the course of their security duties will not be painted or marked to resemble US / RS / Coalition Military or

GIRoA Military or Police/Security Force vehicles. Contract security personnel must also register their up-armored Non-Tactical Vehicles (NTVs) with the Afghan Ministry of Interior (MOI) per the guidance published and updated by the MOI. If there is any change in the GIRoA Ministry, the Contractor shall direct questions to the appropriate authority.

8.6. Vehicle Liability and Insurance. The Contractor shall provide and maintain insurance covering its liabilities per occurrence for property damage or loss, to include all assigned non-tactical, up-armored, vehicles.

8.7. On Board Equipment. Contractor Furnished Vehicle, Maintenance and Escort. The Contractor shall furnish all Non-Tactical Vehicles needed to transport employees to and from the work site. The Contractor shall be required to provide at least one (1) vehicle for transportation to and from the installation ECP to pick up and drop off Security employees as required. The Contractor shall be required to provide and maintain such vehicles at their expense.

8.8. NTV Maintenance. The Contractor shall maintain NTV vehicles in accordance with vehicle manufacture's maintenance schedules while ensuring they meet all contract and regulatory safety standards. The Contractor will fix or remove inoperable vehicles from the installation within 30 days.

8.9. Master Vehicle List (MVL) Report. The Contractor shall maintain and produce a MVL report as required per the contract. The Contractor will submit the MVL to the COR weekly. The COR shall approve the contents and format of the MVL. The MVL will include at a minimum the following information:

- (1) Location
- (2) Supported Team or Capability
- (3) Vehicle Make
- (4) Model
- (5) VIN
- (6) Mission Capability Status
- (7) Services
- (8) Inspections
- (9) Repairs
- (10) Work Orders
- (11) Date and odometer reading of last service
- (12) Date and odometer reading of last inspection

8.10. RESERVED

8.11. Uniforms & Equipment (The Contractor shall provide uniforms for all employees). Contractor personnel are not authorized to wear any type of military uniform. The Contractor shall issue (prior to each new employee beginning duty) all employees a minimum of four (4) complete sets of uniforms (to include boots), individual cold weather gear, weapons and magazines as defined at the contract level, body armor with Small Arms Protective Insert (SAPI) with enhanced small arms, front and back; side 6x8 plates, Kevlar helmets, ammunition,

ESS Profile Night Vision Goggles (NVG); M40A1 Protective Mask and canister(filter) with carrier; aiming devices (LA-5 or equivalent); and gear and other individual equipment as required. The Contractor will replace worn, tattered or unusable items as needed. Uniforms shall have a standardized color scheme and shall be easily distinguishable and not possess any similarities to current Coalition military members' uniforms. Contractor's uniform must be recognizable on sight and properly worn and must be marked with a clear visible sign/logo of the employing company. Logo t-shirts are prohibited unless part of a company issued uniform. Contractor's uniform shall be approved by the COR, to ensure the color scheme is distinguishable and does not conflict with coalition uniforms.

8.12. Personnel Identification: The Contractor shall furnish an Identification (ID) badge to each employee, which shall include as a minimum, a recent photograph, name, and name of the Contractor.

8.13. RESERVED

8.14. Radios/Communications Equipment: The Contractor shall provide tactical radios which directly align with the specifications described below. Radio equipment shall be compatible with the U.S. military communications systems and shall include a radio for each GA while on duty. The Contractor will also be required to maintain a total number of radios equal to 1 per assigned employee with a 10% surplus to account for equipment maintenance and personnel attrition considerations. Radio Frequencies and COMSEC fills will be provided by the U.S. Government. The radio system must be able to be programmable to span various frequencies across the spectrum frequencies and operations are not compromised. These radios shall have the following characteristics:

- (1) Battery life: Rechargeable, 8 hours of usage
- (2) Coverage area: Adjustable power output for varying coverage
- (3) Encryption type /Algorithms: Advanced Digital Privacy (ADP), DES, and AES
- (4) Frequency band: VHF, UHF, 700 MHz, 800 MHz
- (5) Frequency range: 700/800 MHz: 764-870MHz; VHF: 136-174 MHz; UHF Range: 450-520 MHz
- (6) Power: 3W-700/800MHz, 6W-VHF, 1-5W-UHF, 2-5W-UHF (reimbursable hours)

PART 9**ATTACHMENT/TECHNICAL EXHIBIT LISTING****9.1. ATTACHMENTS AND TECHNICAL EXHIBITS:**

Document Title	Mandatory (M) or Advisory (A)	Attachment or Location
Pricing Workbook	M	Attachment 0001
Department of Defense Instruction Number 3020.50 (DODI 3020.50): Private Security Contractors (GAs) Operating in Contingency Operations.	A	http://www.esd.whs.mil/DD
USFOR-A FRAGO 20-091, Arming Procedures for Contractors and Civilians. This attachment has 10 embedded attachments. (Listed Below)	M	Attachment 0002
ATT 1 - Duties of Contractors and Representatives MOD 2	M	
ATT 2 - Exception to Policy Requests MOD 1	M	
ATT 3 - Templates and Examples of Arming Documents MOD 1	M	
ATT 4 – Biometrics Mod 1	M	
ATT 5 - Background Investigations	M	
ATT 6 - Compliance with GIROA Laws and Weapon Permits	M	
ATT 7 - Serious Incident Reports and Revocations Mod 1	M	
ATT 8 - Duties of ACOD	M	
ATT 9 - CAAMS Familiarization	M	
ATT 10 – Bridge Memo MFR	M	
DOD Business Rules for SPOT	A	https://www.acq.osd.mil/log/PS/spot.html
USCENTCOM MAR 13 MOD Thirteen to USCENTCOM Individual Protection and Individual/Unit Deployment Policy	M	Attachment 0003
SHARP Training Plan DD Form 1423	M	Attachment 0004
Serious Accident Incident Report DD Form 1423	M	Attachment 0005
SHARP Guidance	M	Attachment 0006
Interagency Language Roundtable	A	Attachment 0007

PART 10

REPORTING REQUIREMENTS

10.1. Training Plan and Schedule. The Contractor shall prepare and submit, in accordance with CDRL A011, a Training Plan and schedule to the COR within ten (10) days after receipt of the contract award for review and acceptance. At a minimum the Training Plan should cover subjects under para. 5.9. of this PWS and the following:

- (1) Contractor standards of conduct and ethics.
- (2) Applicable national law.
- (3) Status of forces agreement applicable to the contract.
- (4) Response force organization, mission, deployment, tactical movement, and use of force.
- (5) Use of and defense against riot control agents.
- (6) Defense against accidental or intentional use of chemical, biological, radiological, nuclear, and high-yield explosive devices, including use of personal protective equipment when provided.
- (7) Hazardous materials awareness.
- (8) Unarmed self-defense and restraint techniques.
- (9) Active Shooter Response.
- (10) Anti-Terrorism Level I
- (11) iWatch
- (12) Information Assurance/Information Technology
- (13) Quarterly On-The-Job GA Training Plan
- (14) Law of Armed Conflict (LOAC) Refresher Training
- (15) Escalation of Force and Rules for the Use of Force (EOF/RUF) Refresher
- (16) Sexual Harassment and Assault Response and Prevention (SHARP)
- (17) Combating Trafficking in Persons (CTIP)
- (18) Installation Policies/Rules Overview
- (19) Self Defense/Advisor Protection (GA duties) Rehearsals and Drills
- (20) Combat First Aid Training
- (21) Weapon Safety, Familiarization and Qualification
- (22) Additional site specific training (as required by the COR)
- (23) Cultural Awareness, to include cultural norms/behavioral trait
- (24) Operational Security Training (OPSEC)
- (25) Information Assurance (IA)/ Information Technology Training
- (26) Threat Awareness Reporting Program (TARP)

* Due to the increased risk associated with the above subjects, the Contractor will be required to conduct annual and refresher training every six (6) months or when serious incidents occur on tasks 13-26, in order to ensure the proper steps are taken to mitigate the occurrence of a negative incidents.

10.2. Performance Requirements Summary (PRS). The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success:

Performance Objective	Standard	Performance Threshold	Method of Surveillance
Arming Authorizations: Do Guardian Angels carry the Arming Authorization Memorandum/Letter on their person while performing armed duties?	IAW USFOR-A FRAGO 20-091	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Arming Authorization Request Packets: Does the Contractor provide all personnel with the required training and documentation necessary to attain Standard Arming Authorization?	IAW USFOR-A FRAGO 20-091	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
GA Training: Does the Contractor ensure all GAs are certified IAW RS SOP 00393 prior to assuming duties as a Guardian Angel for TAAC-Air personnel. Do all employees attend GA refresher training at minimum, or as directed by the Site leadership, Force Protection Commander and/or the COR?	PWS Para. 3.4.4 & 10.1, RS SOP 00393	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Training Plan: Does the Contractor perform all training IAW the Training Plan outlined in accordance with Paragraph 10.1?	PWS Para. 10.1.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Mandatory Training: Does the Contractor perform all Mandatory Training on SHARP, CTIP, AT Level 1, iWATCH, OPSEC, IA?	PWS Part 3.2.10 & and Para. 10.1.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Badges: Does the Contractor ensure all personnel display their badges on the outermost garment above their waist at all times?	PWS Para. 4.4.1.2	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Weapons Accountability: Does the Contractor maintain a serialized weapons accountability list and maintain weapons accountability at all times?	PWS Para. 4.8.1	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints

Weapons and Ammunition Inventory: Are all assigned weapons and ammunition inventoried every shift change and reported to the TOC or equivalent Force Protection agency?	PWS Para. 4.8.2.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Basic Ammunition Load: While on duty, do all GAs have a minimum basic unit load of ammunition for their assigned long-barrel rifle and 9mm pistol conforming to contract stated standards (210 rounds for rifles and 45 rounds of 9mm pistol ammo)?	PWS Para. 4.9.1.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Weapons Maintenance: Does the Contractor implement a preventative weapon maintenance program and ensure only fully functioning weapons are issued for duty?	PWS Para. 4.8.3.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
Operational Manning: Does the Contractor provide the required manning to ensure GA services are available 24 hours, 7 days a week, 365 days a year, with zero gap in coverage?	PWS Para. 10.10.3.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints
CDRLs: Does the Contractor provide all CDRLs IAW Paragraph 10.9. (Contract Data Requirements List) of the Performance Work Statement?	PWS Para. 10.9.	Full (100%) compliance in all cases.	100% Inspection, Periodic inspection and customer input/complaints

10.3. Acceptable Surveillance Methods

10.3.1. 100% Inspection and File Review. Performance is inspected/evaluated at each occurrence. This method is necessary due to health, safety and other considerations.

10.3.2. Observation. This method will be used to document relatively few observations from which the quality the task can be consistently projected from one observation period and throughout the next.

10.3.3. Periodic Inspection. This method will be used to check the Contractor's quality control to ensure the Contractor is capable of meeting the Government's quality requirements.

Inspection may vary based on the Contractor's compliance to the PWS requirements; the frequency may increase or decrease based on inspection findings.

10.3.4. Stakeholder Input. Stakeholder input can be used when written or telephonic evidence is provided and substantiated by the COR/KO in certain situations when the quality of performance poses a risk to the contract.

10.4. Deliverables. The contractor will be required to submit the deliverables set forth below, Contract Data Requirements List (CDRL), of this PWS (Paragraph 10.9). The deliverables therein described are minimum requirements only and additional deliverables or modifications to these deliverables may be required by the Contracting Office via contract modification.

10.4.1. Personnel Files. The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records, and training records on all employees working under this contract. The KO or COR is authorized to examine the Contractor's administrative files.

10.4.2. Personnel Requirements. The Contractor shall provide a workforce possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to the COR or designated representative prior to beginning duties. Contractor personnel will not have a felony conviction. Personnel shall not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel shall not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia. All Contractor and subcontractor personnel under this contract shall abide by General Order Number 1 (and all amendments) and other policies which apply to Contractor personnel. Per DFARS 252.225-7995 (Class Deviation 2017-O0004) Contractor Personnel Authorized to Accompany U.S. Armed Forces are required to be in compliance with laws and regulations and meet all pre-deployment requirements stated within this document. In addition, fulfill all training (per combatant command guidance) and provide all personnel data required.

10.4.3. Worker's Compensation Insurance (Defense Base Act). The Contractor shall provide and maintain workers' compensation insurance for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors. Proof of insurance shall be submitted to the KO 15 days after contract award and within 15 days after any change to the insurance plan. The Contractor shall request to the insurance provider to submit the paid receipt directly to the KO within five (5) days of payment.

10.4.4. Relief, Removal and Replacement of Contractors. A base Commander has the authority to permanently bar contractor employees from the installation for rule violations or acts that otherwise put at risk the life, safety or health of installation tenants or threatens good order and discipline. Contractor employees permanently "barred from post" will no longer be permitted access onto the forward operating base. It is ultimately at the U.S. Government's

discretion to assess the contractor employee's ability to execute his/her duties outlined in the PWS and determine if that person should have continued access to US Government installations. Personnel may be removed for, to include but not limited to: misconduct, violation of General Order No. 1, local Commander/Base Standards, failure to perform, failure to maintain qualifications, or assessment as a security risk, or any other reason that indicates the person might endanger contract performance.

10.4.4.1. The contractor shall replace relieved personnel according to the terms of the contract. The contractor remains responsible for ensuring that all required posts and positions per contract requirements. Any manpower shortage that occurs due to misconduct on the part of the Contractor's personnel, which results in an individual not being able to perform his/her duties, shall be considered the responsibility of the Contractor to account for and find a replacement to ensure no gap in service.

10.4.4.2. If an employee is removed from or leaves/quits the contract for any reason other than the contractual termination of that individual's time of employment then the COR will be immediately notified. The Contractor shall ensure that there is no gap/shortfall in service.

10.5. Non-Conformance Report (NCR). All Government discovered Contractor non-conformances will be documented at the time of discovery. At a minimum, documentation will include the contract number, reference to the specific contract requirement, the specific deficiency to the requirement, where it was discovered, the date and time it was discovered, focal point for the Contractor who was notified and suspense date for contractor response. Non-conformances shall be classified in one of three categories: level I (Minor), level II (Major) or level III (Critical). Written NCRs will be accomplished using the DA Form 5479 CONTRACT DISCREPANCY REPORT. <http://armypubs.army.mil/eforms/pureedge/A5479.xfdl>.

10.6. Level I (Minor). Nonconformance is defined as a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services. Minor nonconformance usually can be corrected on the spot, where no further corrective action (CA) response is necessary, and can be issued to the contractor either through a verbal or written NCR. However, even verbal NCR(s) are still required to be documented by the Government. Verbal Level I NCRs may be issued directly to the appropriate level of contractor management by the COR if the KO included this in the COR's designation letter. CORs are designated the authority to issue verbal level I NCRs, the CORs will notify the KO when the NCR is issued and document those NCRs in their monthly reports. Written NCRs will be signed and issued by the KO.

10.7. Level II (Major). Nonconformance is defined as a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose. Deficiencies that are recurring (a number of level I nonconformance documented by the Government) or for a non-responsive contractor indicating a trend or failure of the contractor's quality control can also be classified as a level II

NCR. The KO will issue all level II NCRs in writing to the appropriate contractor management level in order to emphasize the seriousness of contractor's failure to comply with requirements and the possible contractual remedies for failing to take appropriate CA. The written NCR shall require the contractor to develop a Corrective Action Plan (CAP) in accordance with CDRL A016 that identifies the root cause, CA for the root cause, CA for the specific nonconformance and the date the CA will be completed.

10.8. Level III (Critical). Nonconformance is defined as a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; is likely to prevent performance of a vital agency mission; is for a repeated or uncorrected level II NCR; or is for a non-responsive contractor to a level II NCR. Critical nonconformance's shall result in the issuance of a written NCR to the contractor requiring the development of a CAP by the contractor which identifies the root cause, CA for the root cause, CA for the specific nonconformance and the date the CAs will be complete. The KO will issue all level III NCRs to contractor senior management in order to emphasize the seriousness of contractor's failure to comply with requirements and the possible contractual remedies for failing to take appropriate CA.

10.9. Contract Data Requirements List (CDRL). The contractor shall provide all of the following documents during the course of the contract at the frequency noted in the table below:

CDRL	DELIVERABLE	Data Item Description	WHEN DUE	SUBMIT TO	FREQUENCY	PWS Paragraph
A001	Employee Vetting Plan		At the time of proposal and Ten (10) days after any revision	COR, KO	One Time + If Revised	4.10.
A002	Communications Plan	DI-MGMT-80004A	Twenty (20) days after Date of Contract Award and Ten (10) days after any revision	COR	One Time + If Revised	10.10.5. 10.10.5.1
A003	Weapons/Ammo Inventory		Thirty (30) days after Date of Contract Award and Daily	COR, TOC	One Time in Writing + Verbal Report to COR Daily	4.8.2.
A004	Equipment Storage Plan	DI-SAFT-81563	Fifteen (15) days after Date of Contract Award and Ten (10) days after any revision	COR	One Time + If Revised	4.8.4.
A005	Serious Incident Report (SIR)		Initial Report - within four (4) hours of incident Interim Report – as information becomes available Final Report – within ninety-six (96) hours of incident	COR, KO	As Required	5.8.

			*Unless extension is granted by the KO in writing.			
A006	Management Plan	DI-MGMT-80004A	Thirty (30) days after Date of Contract Award and Ten (10) days after any revision	COR, KO	One Time + If Revised	5.9.
A007	Mobilization Plan	DI-MGMT-80004A	Mobilization Approach due at proposal; Final Plan due one week after Date of Contract Award	COR, KO	One time	6.2.
A008	Mobilization Progress Report	DI--MGMT-80380	After submission of Mobilization Plan, due weekly until FMC	COR, KO	Weekly; As Required	6.3.
A009	Badge Termination Report		As Required	COR	As Required	6.4.1.1.
A010	Quality Control Plan		Thirty (30) days after Date of Contract and Ten (10) days after any revision	COR, KO	One Time + If Revised	5.3.1.
A011	Training Plan	DI-MGMT-80004A	Ten (10) days after Date of Contract award and Ten (10) days after any revision	COR	One Time + If Revised	5.7. 10.1.
A012	Personnel Status Report (PERSTAT)		Daily	COR	Daily	10.10.3.1.
A013	Weapons Maintenance Plan		Thirty (30) days after Date of Contract and Ten (10) days after any revision	COR	One Time + If Revised	4.8.3.
A014	Contractor Accountability & Advisor/Client Security Plan		Twenty (20) days after Date of Contract Award and Ten (10) days after any revision	COR	One Time + As Required or Revised	10.10.4.
A015	Demobilization Plan		Minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the KO	COR, KO	One time + if Revised	6.4.
A016	Corrective Action Plan		As directed by KO or COR	COR, KO	Upon Receipt of a Level II or III Contract Deficiency Report	10.7.
A017	OPSEC Standing Operating Procedure (SOP)		Within 80 calendar days of contract award,	COR, KO	One time + if Revised	10.10.6.2.

A018	Arming Authorization (Personnel Change)		As Required	COR, KO	As Required	4.3.
A019	Loss of Weapon Control		As Required	COR, KO	As Required	4.3.4.
A020	Unique Badging Scheme		Within 10 days of contract award	COR, KO	One Time + If Revised	4.4.1.1.
A021	Master Vehicle List (MVL) Report		As Required	COR	Weekly	8.9.

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

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

10.10.2. As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

10.10.3. Operational Manning Requirements. The Contractor shall maintain manning sufficient to provide Guardian Angel and Private Security Contractor services 24 hours, 7 days a week, 365 days. Contractor shall provide minimum number of GAs as dictated in para 10.11. - Manning Table during primary hours of operation, 0600-1800; however, at FOC a minimum of twenty (20) Guardian Angels shall be available for GA missions between the hours of 1800-

0600. GA mission support will be offered to entitled personnel, including U.S. civilians, U.S. DoD employees, U.S. Military and DoD employed linguists. Mission exigencies may vary, e.g. emergency (unplanned) TAA missions, but support for TAA missions will be made available by the Contractor given minimal notice.

10.10.3.1. The Contractor shall provide the required GA manning in accordance with the guidance found in para. 10.11. The Contractor shall coordinate with the COR prior to any changes in manning pursuant to para. 10.11. Additionally, the Contractor is required to submit a daily Personnel Status Report, or PERSTAT, to the COR in accordance with CDRL A012. Daily shift scheduling will be in line with the Hours of Operation as established in Para. 5.1. of this PWS.

10.10.4. Contractor Accountability Plan, Advisor/Client Security Plan. The Contractor shall prepare a plan for GA accountability to reflect on a common operating picture able to locate Guardian Angels and their associated advisors at any given time. Advising missions (TAA) occur at varied times across numerous different locations. The Administrative Assistant/Scheduler and Shift Supervisors must be able to interface with government entities to schedule GA/advisor missions, and track movements to ensure safety and security of the team during mission movement/duration. The Contractor must develop, and be able to implement, a contingency response plan for GAs to secure advisors and seek shelter/exfil to the appropriate coalition-controlled base. This plan must provide enough fidelity to ensure advisors accountable and safety at all times and will be reportable to the COR in accordance with CDRL A014.

10.10.4.1. This plan will detail protection operations from low to high threat levels. The Contractor shall submit the plan to the KO and COR within 20 days of contract award (in accordance with CDRL A014) for review. Upon acceptance, the Contractor shall maintain the plan and conduct operations accordingly.

10.10.4.2. This plan shall be closely nested and address the Contractor's Communication Plan (CDRL A002) and at a minimum addresses the following reporting requirements:

- The Contractor's method of notifying military forces and requesting assistance should hostilities arise, combat action is needed or serious incidents have been observed.
- How relevant threat information shall be shared between Contractor security personnel and U.S. military forces.
- The importance of discipline radio communication during a critical event.

10.10.4.3 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:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 (Class Deviation 2017-O0004) or DFARS DoD class deviation 2014-O0018.

10.10.5. Communication Plan. The Contractor shall submit a Communication Plan in accordance with CDR A002. This plan will detail how the Contractor plans on maintaining continuous radio contact with the TOC, US and Coalition Force Protection, Afghan Air Force Protection, and Guardian Angel units in the area. Upon acceptance by the COR, the contractor shall maintain the plan and conduct operations accordingly.

10.10.5.1. Armed Contractors shall follow the applicable TOC's Communications Plan and detail a Communications Plan of their own to ensure constant radio communication with the US Government and all other GAs on duty (in accordance with CDRL A002).

10.10.6. Information Protection. The Contractor shall prevent unauthorized release of sensitive and/or classified information in accordance with communications security (COMSEC), operations security (OPSEC), and information system security (INFOSYSSEC). The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, documentation, pictures, etc.), pertaining to any part of this contract or any program related to this contract, unless the KO provides prior written approval or if the information is otherwise in the public domain before the date of release. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the KO at least 45 days prior to the proposed date for the release. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the KO. All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

10.10.6.1. COMSEC Program. The Contractor shall ensure proper utilization and management of COMSEC material to include receipt, accountability, safeguard, destruction, and investigation of adverse events or actions related to communication equipment. The Contractor shall ensure employees are relieved of all COMSEC materials prior to leaving employment.

10.10.6.2. OPSEC Program. The Contractor shall establish, maintain and execute a vigilant OPSEC program to include receipt, accountability, safeguard, destruction, and investigation of any operational information. The Contractor's OPSEC program will detail specific limitations to posts on social media so as to not violate OPSEC and cause undue risk to the overall TAAC-Air mission. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan

within 80 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

10.10.6.3. INFOSYSSEC Program. The Contractor shall establish, maintain and execute a vigilant INFOSYSSEC Program to include receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.

10.10.6.4. Data Use, Disclosure or Information, and Handling of Sensitive Information. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Contractor shall provide information only to employees of the Contractor and subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Contractor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the KO.

10.11. Manning Table. The following manning requirements are minimum personnel required to meet mission requirements and be in contract compliance. Failure to maintain the minimum personal shall be considered a breach of contract. Guardian Angels shall be available in the number strength listed below between the hours of 0600-1800; with lesser GA mission requirements between the hours of 1800-0600 on any given day, 365 days a year for the duration of the contract. Private Security Contractors shall be available in full number strength listed below, 24 hours per day, 365 days a year for the duration of the contract. These numbers do not take into account time off, break relief, training and certification, attrition, shift schedules or leave/R&R to provide the contractor flexibility in manning/shift schedules. Shifts shall be limited to 12 hour shifts not more than 6 days per week (72 hours). Up to 24 additional hours per week are authorized to include time to receive weapons, daily mission brief, post and relief as well as training recertification unless otherwise directed by the PCO, ACO, or government authority.

Site Lead – One (1) person

Shift Supervisor – Two (2) people

Scheduler/Asst Site Lead – One (1) person

GAs – Forty-five (45) people

TOC – Two (2) people

ECP – Six (6) people

10.12. Contract Mobilization Phased Approach: Below are the milestones the Contractor will be required to adhere to as it mobilizes its workforce in support of GA/TAA operations at

each performance location; the minimum desired end states for each is broken out by location in the following table:

PoP Start +60 Days /IOC	PoP Start +90 Days /FOC
Site Lead, Scheduler/Asst Site Lead, 2 Shift Supervisors, 2 TOC, 25 GAs, 6 ECP	Full Capacity
3 vehicles, 35 radios, 3 NVDs	Full Capacity

PART 11

DEFINITIONS

Airborne Guardian Angel (AGA) – GA who serves as a non-crewmember on aircraft such as C-208 or UH-60, who is tasked to protect entitled personnel both on the ground and inflight. Coalition and USG contractors fly with Afghan Air Force personnel on training missions and are protected by AGAs. In the event of an off location landing, AGAs continue to provide protection of entitled personnel until the mission returns to the main operating base.

Anti-terrorism/Force Protection (AT/FP) Specialist - Contractor shall appoint cognizant personnel tasked to advise on matters impacted by the full spectrum of threats within theatre which can impact the security of TFBSO personnel and assets.

Armored Vehicles - An armored vehicle (AV) is one that the entire passenger compartment is enclosed in lightweight composite armors that are impervious to all handgun and submachine gun munitions up to and including .30 caliber / 7.62 mm, i.e. B6 level.

Commercial Armored Vehicle (CAV) - A commercially manufactured armored vehicle. These are generally mid or full size SUVs that have been up-armored in accordance with National Institute of Justice (NIJ) Level 3 (B6) standards.

Contracting Officer's Representative (COR) - A representative from the requiring activity assigned by the KO to perform surveillance and to act as liaison to the Contractor

Contractor - Contractor and its sub-Contractors at any tier.

Daylight Hours - Daylight hours are generally the hours between 0600 and 2100 in the summer and 0700-1800 in the winter.

Deadly Force - That force which is intended or is likely to cause death or a grave injury that may result in death.

Defective Service - A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Dismounted – Movement of personnel and equipment mainly by foot, with limited support by vehicles.

Emergency Medical Care - Immediate medical care required to sustain life while acute medical care addresses urgent care that requires medical assistance.

Graduated Force Response - The sequential actions which begin with non-lethal force measures (visual and audible signals) and graduate to lethal measures (warning, disabling the vehicle, or "kill" shots) in order to defeat a threat and protect the persons.

Gun Platform (GP) - A gun platform (GP) is an armored vehicle with the ability to shoot from both sides and rear of the vehicle.

Hostile Act - An attack or other use of force against US Forces or other designated persons or property. It also includes force used directly to preclude or impede the mission and/or duties of US forces, including the recovery of US personnel or vital US Government (USG) property.

Hostile Intent - The imminent threat of the use of force against US forces or other designated persons or property. It also includes the threat of force to preclude or impede the mission and/or duties of US forces, including the recovery of US personnel or vital USG property.

Hostile Personnel - Hostile personnel are all people that commit, threaten to commit, or support hostile acts against TFBSO//Security Force personnel.

Local National (LN) - Any individual who is a citizen of the country of which the contract is being performed.

Mine Resistant Ambush Protected (MRAP) - Armored Vehicle (Military Vehicle): A non-commercially manufactured armored vehicle.

Mine Protected Vehicle (MPV) - A 'demilitarized' MRAP for use by the Contractor provided by the Government as Government Furnished Equipment.

Minor Medical Care - First-Aid, non-surgical, non-recurring field-level care.

Mounted (activity) – Operating from a mobile platform such as an armored car or truck.

Mounted (system) – A device which is affixed to another piece of equipment. Example: A combat Coptic affixed to an M-4 carbine is mounted.

Other Country National (OCN) / Third Country National (TCN) - Any individual who is employed by a U.S. mission abroad and is neither a citizen of the United States nor of the country to which assigned for duty.

Performance Work Statement – (PWS) a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Personal Security Details - (Close Protection Details) Bodyguards and security advisors.

Protective Detail Drivers - Contractor personnel tasked with conducting motorcades in a safe yet tactical manner.

Quality Assurance - Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Control Plan (QCP) – A plan which defines the Contractor’s quality control program and is the means by which he assures himself that his work complies with the requirement of the contract.

Rules for the Use of Force (RUF) - Term used for non-Military entities when an accelerated show of force against possible enemy action or imminent threat is used. The following are graduated techniques to use that will not unnecessarily endanger you or others:

SHOUT: verbal warning to Halt.

SHOVE: physically restrain, block access, or detain

SHOW: your weapon and demonstrate intent to use

SHOOT: to remove the threat only where necessary. Fire only aimed shots so not to harm innocent bystanders

Security Escort Teams - Contractor personnel specifically responsible for providing security for personnel during travel to, from and at construction and advising sites.

Static Security Guards (posted and patrolling) - Contractor personnel responsible for providing physical protection of facilities, personnel, property and materials.

Security Program Management - Contractor personnel responsible for supervision and administration of security forces.

Tapestry - Satellite link communication system that tracks vehicular movements within theater.

Threat Environment - The Contractor shall be aware of the changing threat conditions and of the environment. This threat shall be continuously monitored by the Contractor through its designated cognizant personnel as the Anti-Terrorism and Force Protection Specialists who shall be responsible for reviewing information available (TFBSO Security, U.S. Military, U.S. Government Agencies, and other sources) on the potential threat environment in Afghanistan and recommending to the appropriate Government personnel any adjustments of the security force and technical training procedures (TTPs) based upon the changing threat environment.

PART 12

ACRONYMS

ACO	Administrative Contracting Officer
ACOD	Armed Contractor Oversight Directorate
ACP	Access Control Point
AO	Area of Operations
AOR	Area of Responsibility
AR	Army Regulation
AT/FP	Anti-terrorism/Force Protection
AV	Armored Vehicle
BATS	Biometric Automated Toolset
TOC	Base Defense Operations Center
CAC	Common Access Card
CAV	Commercial Armored Vehicle
CENTCOM	Central Command
CET	Convoy Escort Team
CIMIO	Civil-Military Operations
CMCOORD	Civil-Military Coordinator
CIMIO	Civil-Military Operations Officer
CONUS	Continental United States
COR	Contracting Officers Representative
CRC	CONUS Replacement Center
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoDI	Department of Defense Instruction
EAL	Entry Authorization List
ECP	Entry Control Point
EMT	Emergency Medical Team
FAR	Federal Acquisition Regulations
FOB	Forward Operating Base
FOC	Full Operational Capability
FOUO	For Official Use Only
FRAGO	Fragmentation Order
FVEY	Five Eyes (Australia, Canada, New Zealand, the United Kingdom and the United States)
GP	Gun Platform
HAZMAT	Hazardous Materials
HIV	Human Immunodeficiency Virus

IAW	In Accordance With
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ICW	In Coniunction With
ID	Identification
IDIQ	Indefinite Delivery/Indefinite Quantity
IO	International Organizations
ISPM	Information Security Program Manager
ITV	In-Transit Vehicle
J3	Joint Plans Officer
J5	Joint Operations Officer
KO	Contracting Officer
LAV	Light Armored Vehicle
LN	Local National
LOAC	Law of Armed Conflict
MD	Master Driver
MEJA	Military Extraterritorial Jurisdiction Act
MPV	Mine Protect Vehicle
MRAP	Mine Resistant Ambush Protected
MVL	Master Vehicle List
NATO	North Atlantic Treaty Organization
NGO	Non-Governmental Organization
NIJ	National Institute of Justice
NIPRNE	Non-Secure Internet Provided Network
NISP	National Industrial Security Program
NISPO	National Industrial Security Program Operating
NTV	Non-Tactical Vehicles
NVG	Night Vision Goggles
OCN	Other Country National
OCS	Operational Contract Support
OPORD	Operations Order
OPSEC	Operations Personnel Security
PCL	Personal Security Clearance
PMCS	Preventive Maintenance Checks and Services
POC	Point of Contact
PPE	Personal Protective Equipment
PS	Protective Security
GA	Private Security Companies
PSD	Personal Security Detail
PSS	Protective Security Service
PST	Protective Security Teams
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan

QCP	Quality Control Plan
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ROC	Reconstruction Operations Center
ROE	Rules Of Engagement
RUF	Rules for the Use of Force
SAPI	Small Arms Plate Insert
SET	Security Escort Team
SIPRNET	Secure Internet Provider Network
SM	Security Manager
SOP	Standard Operating Procedures
SROE	Standing Rules of Engagement
SRUF	Standing Rules for the Use of Force
SRT	Security Reconnaissance Teams
SSS	Reconstruction Security Support Services
SSS-C	Security Support Services- CENTCOM
TAPESTRY	Registered trademark of a Tracking System
TB	Tuberculosis
TCN	Third Country National
TCP	Traffic Control Post
TFBSO	Task Force for Business Stability Operations
TTP	Tactics, Techniques, and Procedures
US	United States
USACE	United States Army Corps of Engineers
USEXPAT	US Expatriate
USG	U. S. Government
VAL	Visitor Authorization List

ADDENDUM TO 52.212-1**quADDENDUM TO 52.212-1 Instructions to Offerors – Commercial Items****QUOTE SUBMISSION:****1. General Instructions**

a. This acquisition will be conducted in accordance with FAR Part 12 Acquisition of Commercial items and FAR Part 13 Simplified Acquisition Procedures. In accordance with FAR 15.101-2 lowest price technically acceptable source selection process and FAR 15.102, the award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors. . Offers will be evaluated using the criteria under Addendum to FAR 52.212-2, Evaluation Factors for Award.

b. A site visit shall NOT be provided for this acquisition.

c. The Government reserves the right to make an award on any item for a quantity less than the quantity offered.

d. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the Request for Quote (RFQ); concurrence with the PWS; and contract type.

e. It is the Government's intent to award without discussions in accordance with (IAW) FAR Part 52.212-1(g). Offerors are encouraged to present their best technical quote and prices in their initial quote submission.

f. Instructions outlined in paragraph two (2) below, prescribe the format for the quote and describe the approach for the development and presentation of quotation data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of quotes.

g. If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the Offeror shall immediately notify the Contracting Officer in writing with supporting rationale (Refer to Paragraph 2.b. for submittal instructions).

h. All referenced documents for this solicitation are available on the System for Award Management (SAM) beta website at <https://beta.sam.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this RFQ.

i. Joint Contracting and Contingency Services (JCCS) registration: All JCCS information and registration can be accomplished at: https://www.jccs.gov/olvr/bta_olvr_reg_guide_faqs.aspx. **All Offerors shall be registered in JCCS registration at time of quote submission.** Offerors may have a pending account at the time of quote submission; however, in order to be eligible for award, all offerors shall be **APPROVED** in JCCS. In addition, all subcontractors at all tiers shall be registered in JCCS at the time of quote and must be approved in JCCS at the time of award. A "subcontractor" is identified as any supplier, distributor, vendor, or firm (company) that furnishes supplies or services to or for a prime contractor, or for another subcontractor. Failure of an offeror or subcontractor to be registered in JCCS at time of quote submission, or approved at time of award, will deem the Offeror nonresponsive and ineligible for award. A status of "pending approval" in JCCS is not sufficient for award. Contractors are ultimately responsible for their status in JCCS and for rectifying issues, such as missing documentation, prior to quote submission.

j. Subcontractors: The Offeror shall submit a listing of all proposed subcontractors, at all tiers, to the KO at the time of quote submission. If the Offeror will not use subcontractors to perform during the life of the contract, the Offeror shall submit a **negative response** to the KO at the time of quote submission. Failure of the Offeror or the

subcontractor to be registered in JCCS, failure to provide the names of all subcontractors, or failure of the Offeror to provide a negative reply will deem the Offeror nonresponsive and ineligible for award. All Offerors and subcontractors must be approved in JCCS in order to receive award.

k. System for Award Management (SAM) Registration: United States vendors shall be registered and current in the (SAM) database, and provide an active DUNS number at the time of quote submission. For more information, please refer to the following website: <https://www.sam.gov/portal/SAM/#1>. All U.S. Contractors and subcontractors must also be registered in JCCS at time of quote submission and must be approved in JCCS at time of award.

2. Quote Preparation and Submission Instructions

a. The Offeror shall ensure that all solicitation/contract correspondence that is addressed to the United States Government is submitted in English and that all supporting documents are in English or an English translation is provided.

b. Hard copy quotes will not be accepted. All Offerors shall submit their quote electronically to jianhua.j.ye.civ@mail.mil and dorothy.f.bell.civ@mail.mil. The subject line shall contain the solicitation number. Ensure your submission is not larger than four (4) megabytes. If your file is larger than four (4) megabytes, break the email into smaller files and send them individually with sequential identification. Example: (INSERT COMPANY NAME, Solicitation Number (W91B4N-20-Q-2014—EMAIL 1 of 3 etc.). In accordance with FAR Provision 52.212-1(b), the Offeror is responsible to submit a signed and dated quote (to include all signed Amendments and Attachments) to the office specified in this solicitation at or before the exact time (Local Afghanistan Time) specified in Block 8 of the Standard Form 1449. Offerors shall submit quotes in the English language only.

c. The point of contact responsible for supplying additional information and answering all inquiries is the KO via the Contract Specialist. Address all questions, concerns, assumptions, or exceptions to the Contract Specialist and KO no later than **17 July 2020 14:00, Local Afghanistan Time** to jianhua.j.ye.civ@mail.mil and dorothy.f.bell.civ@mail.mil. All answers to questions received will be publically posted via a Solicitation Amendment. The KO may not address any questions received after the specified time in this paragraph.

d. Offerors should anticipate delays in the delivery of electronic quotes and plan accordingly. Late quotes shall be handled IAW FAR Clause 52.212-1 (f) Late submissions, modifications, revisions, and withdrawals of offers.

e. Period for acceptance of offers: The Offeror shall hold the prices in its offer firm for 180 calendar days from due date specified in in Block 8 of the Standard Form 1449.

f. Exceptions and Assumptions: Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and sub-factors. Failure to meet a requirement will result in an offer being ineligible for award. If the Offeror makes any exception regarding the requirements specified in this solicitation, the Offeror shall clearly identify the applicable Volume and exception with a complete explanation as to why the assumption was taken, what benefit accrues to the Government (if any), and its impact (if any) on the performance, schedule, price, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exemption may render the offer ineligible for award. It is recommended that the Offeror contact the KO immediately/prior to solicitation closing upon identifying an area that may result in an exception.*** This information shall be provided in the format provided in Table One below (Solicitation Exceptions):

Table 1 – Solicitation Exceptions

Solicitation Document	Page/Paragraph	Requirement/Portion	Rational & Impact
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Addendum to FAR Clause 52.212-1, PWS, Section etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Describe the rational and impact of the exception
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g. Offerors Quote: Offeror's shall meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements. In addition to those identified as evaluation factors and sub-factors. Failure to meet a solicitation requirement may result in an offer being nonresponsive. Offeror's quote shall consist of three (3) volumes: 1) General, 2) Technical Capability with three (3) sub-factors and 3) Price. Each document shall be clearly be labeled with its Title. See Table A-1 below for page limits and electronic copies required:

Table A-1

VOLUME	TITLE	PAGE LIMITS	COPIES
I	General - Required documents identified in the RFP	N/A	One (1) Original
II	Technical Capability - Sub-Factor 1: Management and Staffing Plan Approach - Sub-Factor 2: Vetting - Sub-Factor 3: Mobilization Plan (Approach)	20	One (1) Original and one redacted (Omit anything that identifies your company)
III	Price	N/A	One (1) Original

h. Quote Limitation: The quote shall not exceed the limits stated above. If the quote exceeds the page limits specified above, the pages in excess of the limit will not be evaluated. The page limit includes appendices, charts, graphs, diagrams, tables, photographs (excluding those identified in Paragraph 5(a) below), drawings, and any additional items that consume page space. Page Limit does not include covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables, if they are inserted solely to provide ease to the reader in locating parts/sections of the quote. Licenses, permits, and translated copies shall not be counted against the page limitation of the quote. The quote shall be font Times New Roman and size 12. All price breakdown information to aid in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007/2013. Please note – Self extracting exe files are NOT acceptable. Quotes submitted in PDF format shall be searchable. PDF files shall use the following page setup parameters: Margins – Top, Bottom, Left, Right – 1” Gutter – 0”. From Edge – Header, Footer 0.5” Page Size, Width – 8.5” Page Size, Height – 11”. To assure timely and equitable evaluation of quotes, Offerors shall follow the instructions contained herein. Quotes and supporting documentations shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. ***The quote shall not simply rephrase or restate the Government's requirement.*** Offerors are cautioned that “parroting” of the Technical requirements or the PWS with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each quote. Proprietary information shall be clearly marked as such.

i. All contractors shall submit a current copy of their Afghanistan Investment Support Agency (AISA) license, or equivalent, and Guardian Angel (GA) licenses in Dari and English with their quote.

3. Volume I – General:

a. General: The General Volume shall be organized as follows. Failure to follow the below preparation instructions may cause your quote to be deemed nonresponsive by the Government.

(1). Section A, Solicitation, Offer and Award – SF-1449 shall be submitted fully completed. The Offeror is cautioned that the SF-1449 must contain an original signature in block 30 of the form. The contractor shall acknowledge any amendments to the RFQ IAW the instructions on this Addendum to FAR Clause 52.212-1,

Instructions to Offerors. The Offeror shall provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your quote and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

(2). Section B (Prices) – Blocks 19-24 of the SF-1449 shall be fully completed and error free. It shall contain the Offeror's prices for the established Contract Line Items Numbers (CLINs).

(3). Section C (Representation, Certifications, and Other Statements of Offerors)
The Offeror shall ensure this section is submitted thoroughly complete and each certification/representation completed truthfully and completely. The Offeror shall complete:

- FAR 52.212-3, Offeror Representations and Certifications – Commercial Items;
- DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal;
- DFARS 252.209-7999, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law; and,
- FAR 52.209-7, Information Regarding Responsibility Matters (July 2013).

(4) Signed Teaming Arrangements or Letter of Intent; this shall include all proposed sub-contractors and their current Islamic Republic of Afghanistan Ministry of Commerce and Industries License (or Equivalent) and PSC License. Contractors not using sub-contractors shall state they are not using sub-contractors in this section.

Failure to comply with this section will render a quote nonresponse. If falsification is discovered after award, the contract will be terminated for cause.

4. Volume II –Technical Capability:

The Technical Volume must be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror's quote. Legibility, clarity and coherence are very important. The quote shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Statements that the Offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation solely on the information presented in the Offeror's quote. Elaborate brochures or documentation, detailed art work, or other embellishments are unnecessary and are not desired. This volume shall consist of the following sections, based on the evaluation criteria outlined in the Addendum of 52.212-2, Evaluation – Commercial Items.

Factor 1: Technical Capability: The technical capability consists of three (3) subfactors:

a. **Sub-Factor 1: Management and Staffing Plan (Approach):** The staffing and management plan that shall:

(1) Detail the offeror's approach to recruit, hire and retain a workforce of security personnel as outlined in Part 2, Specific Tasks, of the PWS.

(2) Provide an organization chart with lines of authority and chain of command to include sub-contractors.

(3) Describe a staffing approach, including a manning table outlining the number of personnel the contractor determines is required, to sustain operations without mission interruption due to personnel rotations, scheduling, attrition, emergency leave, and possible surge scenarios based on mission requirements.

(4) Provide a detailed approach to obtain and maintain individual arming authorizations at 100% and manage medical re-certifications so there is no lapse in services or degradation of mission requirements IAW the PWS.

b. **Sub-Factor 2: Vetting Approach:** The offeror shall provide a vetting plan that demonstrates how it will manage to obtain and maintain the required security clearances throughout the life of the contract for positions that require Secret and Top Secret clearances.

c. **Sub-factor 3 Mobilization Plan Approach:** The offeror shall provide a mobilization plan that:

(1) Details its ability to deploy personnel that have been medically screened, trained, armed and equipped in accordance with the PWS and applicable host country laws

(2) A description of the tasks to be completed in the mobilization phase with a timeline that meets the Initial Operation Capacity at 60 days after day of award and Fully Operation Capacity at date 90 days after date of award.

(3) The offeror shall detail an achievable plan that ensures 100% of the contractor personnel are authorized to be armed at performance location 90 days after date of award.

(4) The offeror shall detail procedures and a listing of equipment (e.g. weapons, NTV's PPE) required to be furnished and integrated IAW the PWS Part 8 Contractor Furnished Items and Services.

5. Volume III – Cost/Price:

a. General. The proposed price will be evaluated in accordance with FAR 15.4 utilizing the price analysis techniques in FAR 15.404-1(b) that are deemed appropriate. Unbalanced Pricing may also be evaluated in accordance with FAR 15.404-1(g), as applicable. The Contracting Officer will make a determination that the proposed price is fair and reasonable based on comparison of proposed prices received in response to the solicitation.

b. Format. The format for the price quote shall be as follows:

(1) TAB A – SF 1449 Section B – The CLINs will be filled out completely and accurately. The Government has provided an estimated cost in the Defense Base Act (DBA) Insurance CLINs (CLINs 0003, 1003, and 2003). All offerors shall use **\$430,214.55** for the estimate of the DBA CLINs. If the Offeror does not separately price the Contract Manpower Reporting CLINs (CLINs 0004, 1004, and 2004) the Offeror shall insert “NSP” in the SF 1449 for these corresponding CLINs.

(2) Tab B – Capped (CAP) Labor Rates Price Matrix – (Attachment 1 to the solicitation). The offeror's price quote will consist of information to support the CAP Labor Rates Price Matrix as provided. The proposed rates in the CAP Labor Rates Price Matrix shall be Capacity (CAP) rates that reflect the maximum rates that will be paid for such labor category and be fully burdened to include profit. To be clear, offerors will propose one CAP labor rate for each labor category listed on Attachment 1; per option year. Notional Labor hours are based on internal government estimates of the number of hours per category an offeror might expect for the base and two (2) subsequent option years. Notional Labor hours may not be relied upon to correlate with actual performance during contract performance and are for evaluation purposes only.

NOTE: If a quote does not comply with these instructions it will be deemed non-compliant and will not be evaluated. All quotes will be subject to an initial screening by the KO to determine whether quotes are compliant as outlined by the requirements of this provision before beginning evaluations. Quotes that are considered incomplete after initial screening will be rejected as non-compliant and offerors will be notified they are no longer eligible for further consideration. The initial screening is used to determine compliance with the instructions. Quotes received

that do not address all factors and requirements of Addendum to FAR 52.212-1 – Instructions to Offerors – Commercial Items will be considered non-compliant and will be ineligible for award.

ADDENDUM TO 52.212-2

52.212-2

ADDENDUM TO 52.212-2 Evaluation of Commercial Items

A. BASIS FOR AWARD

1. The Government intends to award a Firm Fixed Price Contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: technical capability, past performance, and price.
2. The Government will award the contract to a contractor whose quote represents the Lowest Price Technically Acceptable (LPTA) quote after evaluation and in accordance with the solicitation. The Government intends to award a single contract utilizing Full and Open Competition. Only those quotes determined to be Technically Acceptable will be eligible for award. The quote must receive a rating of “Acceptable” for all non-price Factors listed in this addendum for a quote to be determined “Technically Acceptable” and considered for an award. Lowest Price Technically Acceptable (LPTA). Past performance will be evaluated.
3. The Government will evaluate each offeror’s price using price analysis techniques in FAR 13.106-3 and FAR 15.404-1(b). Accordingly, the analytical techniques prescribed in FAR 15.404-1 may be used singly or in combination to ensure the price is fair and reasonable. Proposed prices evaluated as unreasonable may be grounds for eliminating a quote from competition. Unrealistically low costs/prices may be grounds for eliminating a quote from competition on the basis that the offeror has demonstrated a lack of understanding of the requirement. The offeror’s price quote will be evaluated considering the responses to the CAP Labor Rates Price Matrix provided. The CAP Labor Rates Price Matrix shall include a fully burdened to include profit CAP rate.
4. As basis for the award is LPTA, trade-offs between price and non- price factors are not permitted
5. Discussions: As set forth in FAR 52.212-1(g), the Government intends to evaluate quotes and award a contract without discussions with Offeror. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

B. Evaluation Criteria

1. Evaluation criteria consist of factors and sub-factors. The quotes will be evaluated under three evaluation factors:

Factor 1: Technical Capability

Sub-factor 1: Management and Staffing Plan Approach

Sub-factor 2: Vetting Approach

Sub-factor 3: Mobilization Plan Approach

Factor 2: Past Performance

Factor 3: Price

2. The Offeror's quote shall demonstrate a clear understanding of the nature and scope of work specified in the PWS. Failure to provide a reasonable and complete quote shall reflect a lack of capability to perform the work requirements and will result in a determination that the Offer's quote is unacceptable.

3. The Offeror's quote(s) will be evaluated against the PWS requirements to determine if the Offeror's quote is Acceptable or Unacceptable. (See Table A-1 ratings and descriptions below)

Table A-1, Technical Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Quote meets the requirements of the solicitation.
Unacceptable	Quote does not meet the requirements of the solicitation.

4. **Factor 1 - Technical Capability:** The Technical Factor evaluation provides an assessment of the Offeror's capability to satisfy the Government's minimum technical requirements. The Government will consider the completeness and feasibility of the Offeror's proposed technical approach to assess the Offeror's understanding of the requirement and its ability to successfully complete contract requirements. The Offer's quote must be acceptable in all Sub-factors within Factor 1 to be determined acceptable.

a. Sub-Factor 1: Management and Staffing Plan (Approach):

(1) The offeror must demonstrate its ability to adequately detail its approach to recruit, hire and retain a workforce of security personnel outline in Part 2, Specific Tasks, of the PWS.

(2) The offeror must demonstrate its ability to adequately detail its organization chart with lines of authority and chain of command to include sub-contractors.

(3) The offeror must demonstrate its ability to adequately describe an approach, to include a table outlining the number of personnel the offeror determine is required, to sustain operations without mission interruption due to personnel rotations, scheduling, attrition, emergency leave, and possible surge scenarios based on mission requirements.

(4) The offeror must demonstrate its ability to adequately detail an approach to obtain and maintain individual arming authorizations at 100% and manage medical re-certifications so there is no lapse or degradation of mission requirements IAW the PWS.

b. Sub-Factor 2: Vetting Approach: Technical Acceptability of this sub-factor is met when the offeror demonstrates its ability to adequately provide a vetting plan that demonstrates how it will manage to obtain and maintain the required security clearances throughout the life of the contract for positions that require Secret and Top Secret clearances.

c. Sub-factor 3 Mobilization Plan Approach: The government will evaluate the offeror's mobilization plan to ensure it understands what is required to successful commencement of work as required by the PWS. Technical Acceptability of this sub-factor is met when the Offeror's quote demonstrates at a minimum, the following:

(1) Offeror must adequately demonstrate its ability to deploy personnel that have been medically screened, trained, armed and equipped in accordance with the PWS and applicable host country laws.

(2) Offeror must adequately demonstrate its ability to describe the tasks to be completed in the mobilization phase with a timeline that meets the Fully Operation Capacity date 90 days after date of award.

(3) Offeror must adequately demonstrate its ability to detail an achievable plan that ensures 100% of the contractor personnel are authorized to be armed at performance location 90 days after date of award.

(4) Offeror must adequately demonstrate its ability to detail procedures and a listing of equipment (e.g. weapons, NTV's PPE) required to be furnished and integrated IAW the PWS.

5. Factor 2- Past Performance: When evaluating past performance, the Government will rely on Government databases including but not limited to Contractor Performance Assessment Reporting System (CPARS) and Federal Awardee Performance and Integrity Information System (FAPIIS) for assessment of past performance. The Government will retrieve past performance via Contractor CAGE code or DUNS as appropriate for the respective systems. The Government reserve the right to request past performance information from Offeror's if required.

6. Factor 3 – Price: Adequate price competition is anticipated, therefore only price information is requested at this time, however, the Government reserves the right to request cost and pricing data in the event price reasonableness cannot be determine based on adequate price competition. The proposed price will be evaluated for price reasonableness and unbalanced pricing.

(1) Price reasonableness will be evaluated in accordance with FAR 13.106-2 utilizing the price analysis techniques in FAR 13.106-3(a) that are deemed appropriate based on the Total Evaluated Price (TEP).

(2) Total Evaluated Price (TEP): The total evaluated price for determining price competition and for award purposes will be the aggregate of all CAP Prices proposed in the pricing worksheet (Attachment 1) with the exception of DBA Insurance CLINs 0003, 1003, and 2003.

(3) Defense Base Act CLIN's are cost reimbursable and will be evaluated as part of the total evaluated price.

(4) Unbalanced Pricing: Unbalance pricing between CLIN's will be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices.

(5) The offeror's price quote will be evaluated considering the responses to the CAP Labor Rates Price Matrix provided. The CAP Labor Rates Price Matrix shall include a fully burdened to include profit CAP rate.

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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 size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (☐) is, (☐) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (☐) is, (☐) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (☐) is, (☐) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - ____ .
 TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:
____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse

related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)