

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 100
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-18-R-0123	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2018MAY18	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HCP-B WARREN, MICHIGAN 48397-5000		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2018JUN18 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information</b> <b>Call:</b>	<b>A. Name</b> DAVID S. JOLEY	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> DAVID.S.JOLEY.CIV@MAIL.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-7678	<b>Ext.</b>

**11. Table Of Contents**

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

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

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

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAVID S. JOLEY  
Buyer Office Symbol/Telephone Number: CCTA-HCP-B/(586)282-7678  
Type of Contract 1: Firm Fixed Price  
Kind of Contract: Service Contracts

\*\*\* End of Narrative A000 \*\*\*

## A.1\_\_NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)

Contractor is hereby notified that there is a potential impact on contractor performance on during increased FPCON during periods of increased threat. During FPCONs Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

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## A.2\_\_NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)

In accordance with AR 525-13, Contractor personnel working on an Army installation, arsenal, base or other DoD facility (owned or leased by DoD/Department of the Army), are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

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## A.3\_\_ PROPOSAL ADEQUACY CHECKLIST REQUIRED

(a) Certified Cost and Pricing Data must be submitted by the offeror IAW FAR 15.403-5, including Table 15-2. The offeror must also complete, and provide with the proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation.

(b) Failure to fully complete the checklist, may result in the return of the proposal and the offeror will be allowed five (5) business days from the date of return notification to fully complete and submit the checklist.

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## A.4\_\_ ARMY CONTRACTING COMMAND WARREN (DTA) OMBUDSPERSON

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://acc.army.mil/contractingcenters/acc-wrn/CompMgmtOffice.html>

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## A.5\_\_ Electronic Contracting

(a) All Army Contracting Command Warren solicitations will be publicized on the Federal Business Opportunities website (<https://www.fbo.gov>). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

(b) As of 10 August 2015, unless directed to do otherwise in Section L of this solicitation, vendors are required to submit a quote or proposal via the Federal Business Opportunities (FBO) system. Proposals or quotes submitted after this date using any other mechanism, including the Army Single Face to Industry Bid Response System (ASFI BRS) may be deemed non-responsive.

(c) Requirements for the online FBO bid submission:

(1) Vendors must log into the FBO System to be able to submit electronic responses for opportunities.

(2) Vendors must be registered in the System for Award Management (SAM) at ".../.../.../Documents/SharePoint%20Drafts/www.sam.gov" (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(3) Once logged into the FBO System, vendors will be asked to enter basic information and directed to upload one or more files containing the proposal/quote and any additional information as outlined in the solicitation.

(4) FBO will send an email to vendors registered email address confirming the electronic submission.

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**Name of Offeror or Contractor:**

(5) For additional information on submitting electronic bid responses via the FBO system see the FBO Vendor Guide Section 4.3.1 Submitting an Electronic Response ([https://www.fbo.gov/downloads/FBO\\_Vendor\\_Guide.pdf](https://www.fbo.gov/downloads/FBO_Vendor_Guide.pdf) ).

Note to offerors:

(d) Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

(e) It is the responsibility of the Offeror to ensure the proposal/quote is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure (in this case, received through FBO) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean ALL volumes or parts required in the solicitation are included in the electronic submission.

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

(f) Solicitations may remain posted on the FBO after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will no longer be able to submit electronic responses.

(g) Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(h) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.aptac-us.org/> to locate a regional center.

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A.6\_\_ ACKNOWLEDGEMENT OF AMENDMENTS

Acknowledge all the amendments received from the Government by identifying the amendment number and its issue date below:

<u>Amendment Number:</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

\*\*\*

A.7\_\_ ALL OR NONE

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

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**Name of Offeror or Contractor:**

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 547 DAYS AFTER CONTRACT AWARD. THE SECOND ORDERING YEAR ONLY COUNTS SIX MONTHS FOR THE 18 MONTH IDIQ</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 18 Month Quantity: 90 Man-Days</p> <p>Maximum 18 Month Quantity: 585 Man-Days (Non-Contingency), or                      Maximum 18 Month Quantity: 390 Man-Days (Contingency)</p> <p>(Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 18 MONTH QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE.</p> <p>@@</p> <p>THIS SOLICITATION WILL BE PUBLICIZED ON THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE (<a href="https://www.fbo.gov">https://www.fbo.gov</a> ).</p> <p>@@</p> <p>(End of narrative A001)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p><u>FSR SUPPORT CONUS ORDERING YEAR 1</u></p> <p>SERVICE REQUESTED: FSR SUPPORT CONUS                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Field Service Representative support in accordance with C.1</p> <p>The price rate will be set per man-day of support.</p> <p>The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				<p>\$ _____</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p data-bbox="264 333 634 359"><u>FSR SUPPORT CONUS ORDERING YEAR 2</u></p> <p data-bbox="264 415 669 489">SERVICE REQUESTED: FSR SUPPORT CONUS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p data-bbox="253 573 813 621">Field Service Representative support in accordance with C.1</p> <p data-bbox="253 653 813 678">The price rate will be set per man-day of support.</p> <p data-bbox="253 705 846 756">The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p data-bbox="443 787 699 812">(End of narrative B001)</p> <p data-bbox="264 892 545 917"><u>Inspection and Acceptance</u></p> <p data-bbox="264 919 834 942">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 999 545 1024"><u>Deliveries or Performance</u></p>				\$ _____

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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>FSR SUPPORT OCONUS NON-CONTINGENCY ORDERING YEAR 1</u></p> <p>SERVICE REQUESTED: FSR OCONUS NON-CONTINGENCY                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Field Service Representative support in accordance with C.1</p> <p>The price rate will be set per man-day of support.</p> <p>The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>FSR SUPPORT OCONUS NON-CONTINGENCY ORDERING YEAR 2</u></p> <p>SERVICE REQUESTED: FSR OCONUS NON-CONTINGENCY                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Field Service Representative support in accordance with C.1</p> <p>The price rate will be set per man-day of support.</p> <p>The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p><u>FSR SUPPORT OCONUS CONTINGENCY ORDERING YEAR 1</u></p> <p>SERVICE REQUESTED: FSR OCONUS CONTINGENCY                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Field Service Representative support in accordance with C.1</p> <p>The price rate will be set per man-day of support.</p> <p>The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>FSR SUPPORT OCONUS CONTINGENCY ORDERING YEAR 2</u></p> <p>SERVICE REQUESTED: FSR OCONUS CONTINGENCY                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Field Service Representative support in accordance with C.1</p> <p>The price rate will be set per man-day of support.</p> <p>The dates for FSR performance will be provided to the contractor by the COR under separate cover.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>FSR TRAVEL FORT BRAGG, NC YEAR 1</u></p> <p>SERVICE REQUESTED: FSR TRAVEL FORT BRAGG, NC</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Fort Bragg, NC will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>FSR TRAVEL FORT BRAGG, NC YEAR 2</u></p> <p>SERVICE REQUESTED: FSR TRAVEL FORT BRAGG, NC</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Fort Bragg, NC will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<p data-bbox="261 331 613 359"><u>FSR TRAVEL FORT POLK, LA YEAR 1</u></p> <p data-bbox="261 415 748 438">SERVICE REQUESTED: FSR TRAVEL FORT POLK, LA</p> <p data-bbox="253 520 792 543">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="253 573 837 648">FSR round trip travel cost associated with travel to and from Fort Polk, LA will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="253 678 837 728">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="443 758 699 781">(End of narrative B001)</p> <p data-bbox="261 863 548 886"><u>Deliveries or Performance</u></p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	<p data-bbox="261 331 613 359"><u>FSR TRAVEL FORT POLK, LA YEAR 2</u></p> <p data-bbox="261 415 748 438">SERVICE REQUESTED: FSR TRAVEL FORT POLK, LA</p> <p data-bbox="253 520 792 543">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="253 573 837 648">FSR round trip travel cost associated with travel to and from Fort Polk, LA will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="253 678 837 728">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="443 758 699 781">(End of narrative B001)</p> <p data-bbox="261 863 548 886"><u>Deliveries or Performance</u></p>				\$ _____

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0061	<p data-bbox="261 331 623 359"><u>FSR TRAVEL FORT IRWIN, CA YEAR 1</u></p> <p data-bbox="261 415 760 436">SERVICE REQUESTED: FSR TRAVEL FORT IRWIN, CA</p> <p data-bbox="253 520 792 541">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="253 573 837 646">FSR round trip travel cost associated with travel to and from Fort Irwin, CA will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="253 678 837 730">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="443 758 699 779">(End of narrative B001)</p> <p data-bbox="261 863 548 884"><u>Deliveries or Performance</u></p>				\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	<p data-bbox="261 331 623 359"><u>FSR TRAVEL FORT IRWIN, CA YEAR 2</u></p> <p data-bbox="261 415 760 438">SERVICE REQUESTED: FSR TRAVEL FORT IRWIN, CA</p> <p data-bbox="251 520 790 543">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="251 573 837 648">FSR round trip travel cost associated with travel to and from Fort Irwin, CA will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="251 678 837 728">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="443 758 699 781">(End of narrative B001)</p> <p data-bbox="261 863 547 886"><u>Deliveries or Performance</u></p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	<p data-bbox="261 331 545 359"><u>FSR TRAVEL GERMANY YEAR 1</u></p> <p data-bbox="261 415 680 438">SERVICE REQUESTED: FSR TRAVEL GERMANY</p> <p data-bbox="251 520 790 543">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="251 573 849 646">FSR round trip travel cost associated with travel to and from Germany will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="251 678 837 728">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="443 758 699 781">(End of narrative B001)</p> <p data-bbox="261 863 545 886"><u>Deliveries or Performance</u></p>				\$ _____

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0072	<p><u>FSR TRAVEL GERMANY YEAR 2</u></p> <p>SERVICE REQUESTED: FSR TRAVEL GERMANY</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Germany will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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0081	<p><u>FSR TRAVEL IRAQ YEAR 1</u></p> <p>SERVICE REQUESTED: FSR TRAVEL IRAQ</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Iraq will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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0082	<p><u>FSR TRAVEL IRAQ YEAR 2</u></p> <p>SERVICE REQUESTED: FSR TRAVEL IRAQ</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Iraq will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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0091	<p><u>FSR TRAVEL KUWAIT YEAR 1</u></p> <p>SERVICE REQUESTED: FSR TRAVEL KUWAIT</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Kuwait will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	<p><u>FSR TRAVEL KUWAIT YEAR 2</u></p> <p>SERVICE REQUESTED: FSR TRAVEL KUWAIT</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Kuwait will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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0101	<p data-bbox="261 333 591 359"><u>FSR TRAVEL AFGHANISTAN YEAR 1</u></p> <p data-bbox="261 415 724 438">SERVICE REQUESTED: FSR TRAVEL AFGHANISTAN</p> <p data-bbox="253 520 790 543">FSR Travel in accordance with Section C.1.4.1.3.</p> <p data-bbox="253 573 846 646">FSR round trip travel cost associated with travel to and from Afghanistan will be provided under this CLIN IAW C.1.4.1.3.</p> <p data-bbox="253 678 837 728">The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p data-bbox="444 758 699 781">(End of narrative B001)</p> <p data-bbox="261 863 545 886"><u>Deliveries or Performance</u></p>				\$ _____



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0102	<p><u>FSR TRAVEL AFGHANISTAN YEAR 2</u></p> <p>SERVICE REQUESTED: FSR TRAVEL AFGHANISTAN</p> <p>FSR Travel in accordance with Section C.1.4.1.3.</p> <p>FSR round trip travel cost associated with travel to and from Afghanistan will be provided under this CLIN IAW C.1.4.1.3.</p> <p>The contractor will only bill for travel costs based on the actual number of man-days worked.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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0111	<p data-bbox="261 331 480 359"><u>PART SUPPORT YEAR 1</u></p> <p data-bbox="261 415 691 438">SERVICE REQUESTED: PART SUPPORT YEAR 1</p> <p data-bbox="250 520 805 596">Parts may be charged off IAW the maintenance procedures outlined in C.2 for parts specified in Attachment 0002.</p> <p data-bbox="443 625 699 648">(End of narrative B001)</p> <p data-bbox="261 730 548 753"><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	<p data-bbox="261 331 480 359"><u>PART SUPPORT YEAR 2</u></p> <p data-bbox="261 415 691 438">SERVICE REQUESTED: PART SUPPORT YEAR 2</p> <p data-bbox="250 520 805 596">Parts may be charged off IAW the maintenance procedures outlined in C.2 for parts specified in Attachment 0002.</p> <p data-bbox="443 625 699 648">(End of narrative B001)</p> <p data-bbox="261 730 545 753"><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0121	<p data-bbox="261 333 669 359"><u>CONTRACTOR MANPOWER REPORTING YEAR 1</u></p> <p data-bbox="261 415 591 438">SERVICE REQUESTED: CMR YEAR 1</p> <p data-bbox="253 520 790 546">IAW Clause C.15 (Contractor Manpower Reporting).</p> <p data-bbox="253 573 781 623">Manpower reporting lot will require one year of reporting.</p> <p data-bbox="444 653 699 676">(End of narrative B001)</p>				<p data-bbox="1305 333 1516 359">\$ ** NSP **</p>

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0122	<p><u>CONTRACTOR MANPOWER REPORTING YEAR 2</u></p> <p>SERVICE REQUESTED: CMR YEAR 2</p> <p>IAW Clause C.15 (Contractor Manpower Reporting).</p> <p>Manpower reporting lot will require one year of reporting.</p> <p>(End of narrative B001)</p>				<p>\$ _____ <b>** NSP **</b></p>

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1000	<p><u>CDRL LIST</u></p> <p>The ELINs below are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J</p> <p>(End of narrative A001)</p>				
A001	<p><u>FSR REPORTS</u></p> <p>SERVICE REQUESTED: FSR REPORTS</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A002	<p><u>FSR IRDO DATA</u></p> <p>SERVICE REQUESTED: FSR IRDO DATA</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A003	<p><u>ICLS FSR MAINTENANCE REQUEST</u></p> <p>SERVICE REQUESTED: ICLS FSR MAINTENANCE REQUEST</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A004	<p><u>ICLS MAINTENANCE AND REPAIR PARTS LIST</u></p> <p>SERVICE REQUESTED: ICLS PARTS LIST</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A005	<p><u>ICLS PART USAGE AND MAINTENANCE SUPPORT</u></p>				\$ ** NSP **

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A006	SERVICE REQUESTED: ICLS USAGE AND SUPPORT  <u>Deliveries or Performance</u>  MEETING MINUTES  SERVICE REQUESTED: MEETING MINUTES  <u>Deliveries or Performance</u>				\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 FIELD SERVICE REPRESENTATIVES (FSRs)

C.1.1 General. The contractor shall provide Field Service Representatives (FSR) who will provide on-site technical support (both CONUS and OCONUS) during contingency and non-contingency operations; for a potential 585 FSR man-days in support of non-contingency operations or a potential 390 FSR man-days and 390 FSR assistant man-days (rotating FSR and FSR assistant every 90 days) for up to 18 months using 1 FSRs and 1 FSR assistant per deployment) for OCONUS contingency operations (Please note if the unit is deployed, and man-days of OCONUS contingency FSR support are required, the USG will not require non-contingency OCONUS or CONUS FSR support with the shortened response times as specified below. If the USG requires non-contingent OCONUS or CONUS FSR support while the unit is deployed, the USG shall notify the contractor at least 15 working days ahead of required travel

The FSRs shall be experienced personnel and qualified to advise, make recommendations, and to orient and instruct key Government personnel with respect to operation, inspection, maintenance, and repair of the REBS and its components. The effort consists of investigation and diagnosis of problems or issues in the field related to system performance, maintenance, and training. FSR assistants may be of a lower grade and less experience level but shall be accompanied by the more qualified FSR while performing tasks for OCONUS contingency operations. The Procuring Contracting Officer (PCO) shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct the specific activities. Instructions and established itineraries will be provided in delivery orders.

C.1.2 FSR Reporting. Each FSR shall prepare and submit via e-mail a Field Service Report in accordance with CDRL A001 within 7 calendar days following completion of each assignment covering their activities.

C.1.3 FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local Government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

C.1.4.1 CONUS, Non-contingency OCONUS, and Contingency OCONUS.

C.1.4.1.1 For this contract, CONUS is defined as any location in the continental United States. OCONUS is defined as any location outside the continental United States. Contingency is defined as operations in locations in support of deployments in hostile areas (AFRICOM, CENTCOM, EUCOM, PACOM, SOUTHCOM). Non-contingency is defined as operations in fielding or deployments in support of normal operations in CONUS or OCONUS (e.g., Germany).

C.1.4.1.2 Deployments. For OCONUS contingency deployments, the contractor shall arrive at the designated location within thirty calendar days of delivery order issuance. For non-contingency OCONUS deployments, the contractor shall arrive within thirty calendar days of delivery order issuance.

C.1.4.1.3 Man-Days of Service. The man-day rate includes rental cars, local transportation, food, insurance, communication, clothing, mail, office supplies, equipment and any other related expenses necessary to fulfill the FSR duties and obligations except airfare and lodging accommodations. The Government will pay for federal holidays during the period of performance, in addition to the actual days worked at the Man-day rate established. The Government is not responsible for vacation and other holidays and sick leave pay. The Government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The Government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The travel costs, if necessary, will be negotiated at the time the delivery order is issued, on a firm-fixed price basis, and not to exceed Government Joint Travel Regulations (JTR). The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment. Airfare and Lodging will be funded on separate CLINs, and is not included in the composite labor skill set or rate. Individual delivery orders will provide travel details for discreet projects. FSR services may be ordered in one of three ways:

C.1.4.1.3.1 A CONUS Man-Day is 8 hours and the representative is to work no more than 40 hours per week.

C.1.4.1.3.2 A OCONUS non-contingency Man-Day is 8 hours a day and the representative is to work no more than 40 hours per week.

C.1.4.1.3.3 A OCONUS contingency Man-Day is seven days a week, for a maximum of 60 hours per week.

C.1.4.2 OCONUS Contingency

C.1.4.2.1 OCONUS contingency deployments require contractor personnel to process and de-process through the Individual Replacement Deployment Operation (IRDO). The government will schedule the IRDO processing dates. The contractor shall supply a FSR IRDO Data report in accordance with CDRL A002-FSR IRDO Data.

C.1.4.2.2 The contractor shall supply personal tool kits and communications to contractor FSR personnel deployed in support of the REBS. In the event the contractor is unable to provide communications, the contractor shall notify the Contracting Officer Representative (COR) or PCO. The contractor shall provide FSR personnel with service and parts manuals, special tools, and Test, Measurement & Diagnostic Equipment (TMDE) items necessary to diagnose and repair the REBS and to detect and repair subsystem related faults.

C.1.4.2.3 FSR Rest and Relaxation (R&R) Requirement. Deployed FSRs will be given two weeks of R&R leave per every 90 days (Each FSR shall only be deployed a max of 180 days per year and must rotate out after 90 days) in the Area of Responsibility (AoR). The Government shall provide transportation from the AoR to the Point of Debarkation and from the Point of Debarkation to the AoR. Airfare from the Point of Debarkation to the U.S., and return trip, will be funded as described in paragraph C.1.4.2.5.2 below. FSRs shall NOT receive a labor rate while on R&R. The contractor shall schedule arrangements for R&R travel. All leave must be coordinated with and approved by the PCO or COR.

C.1.4.2.4 Insurance. Defense Base Act insurance is only applicable to travel to Iraq, Afghanistan, and Kuwait.

C.1.4.2.5 OCONUS FSR Processing

C.1.4.2.5.1 Civilian and Contractor Deployment and Redeployment Information: The contractor shall provide to the Government the names of the employees deploying to the AoR no later than one week after delivery order award. The contractor shall fill out the information required in Attachment 0001-IRDO Personal Information Data Requirements, in accordance with CDRL A002- FSR IRDO Data. The Government will in turn issue a Letter of Authorization (LOA) for those employees deploying. The LOA will contain all the information that is



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needed to request a Call Forward and data to input information into the Synchronized Pre-deployment & Operational Tracker (SPOT) system. The contractor is required to track their employees in the SPOT system. The FSRs shall be scheduled for processing through IRDO in Camp Atterbury, IN (only FSRs deploying to OCONUS contingency locations must process in Camp Atterbury, IN) no later than four weeks before deploying. This schedule is subject to change based on space availability. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order. For any contractor personnel determined by the Government at the deployment-processing site to be non-deployable, the contractor shall promptly remedy the problem. The contractor personnel shall notify their point of contact in the theater of their deployment to the Area of Operations (AO), movement within the AO, and their departure date from the AO. Upon completion of the employee's tour, contractor personnel shall redeploy and out-process through the Government deployment-processing site.

C.1.4.2.5.2 Letter of Agreement (LOA) for Deployed Contractor Employees. Unless prohibited by international agreement, the PCO shall provide a LOA for deployed contractor personnel. This is the document contractor employees must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Contractor employees are not authorized to use Invitational Travel Orders.

C.1.4.2.5.3 Transportation to/from IRDO. The contractor shall provide transportation for their personnel from point of origin to IRDO, Camp Atterbury, IN and return, except for the initial and final trips. The Government will provide transportation from IRDO to the area of operation (theater) and return upon completion of the mission. If Government travel is unavailable, travel for these trips will be negotiated.

C.1.4.2.6 Living Conditions

C.1.4.2.6.1 Housing. The Government will provide housing for contractor employees at OCONUS locations where contingency operations are being conducted, except Kuwait.

C.1.4.2.6.2 Subsistence. Contractor employees will be provided Government subsistence which includes meals, billeting, emergency medical care, emergency dental care, and access to morale and welfare activities and available chaplains as authorized in the LOA or elsewhere in this contract. The Government will not provide routine medical and dental care. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the contractor must notify the PCO.

C.1.4.2.7 Support and Force Protection. As OCONUS performance for this effort will be located in various locations in contingency operations, PM Bridging is identified as the entity that will provide all support for the FSRs and the combatant command will provide transportation between bases and airport locations, billeting, security and logistical needs to support this effort. The Government will not provide a vehicle for use within an installation. While performing duties in accordance with terms and conditions of the contract, the Service Theater Commander will provide force protection to the contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area.

C.1.4.2.8 Relocation/Evacuation. The Government may, at its discretion, relocate personnel (who are citizens of the United States, aliens who are residents in the United States, or third country nationals, not residents in the host nation) to a safe area or evacuate them from the area of operations as required by the operational situation. The U.S. State Department has responsibility for evacuation of non-essential personnel.

C.1.4.2.9 Contractor Memorandum of Understanding for Deployed Employees. The contractor shall ensure that each employee hired by or for the contractor (including subcontractors) acknowledges 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. The contractor shall ensure that contents of this paragraph are included in all subcontracts.

C.1.4.2.11 Medical Information

C.1.4.2.11.1 Physical Requirement. Prior to deployment, the contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation. Contractor employees who fail to meet medical or fitness standards, or who become unfit through their own actions, will be removed from the area of operations and replaced at the contractor's expense. Medical or fitness standards can be found at <https://www.infantry.army.mil/crc/>. All personnel must have a complete set of immunizations and inoculations for entry into the deployment location.

C.1.4.2.11.2 Medications. Deploying contractor employees shall carry with them a 90 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees will review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment.

C.1.4.2.11.3 Eyeglasses. If glasses are required, the contractor employees shall deploy with two pairs of glasses and a current prescription. Copies of the prescription shall be provided by the employee to the Combat Replacement Center (CRC) so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

C.1.4.2.11.4 Medical Screening. The Government does require a medical screening at the CRC for FDA approved immunizations, which shall include DNA sampling.

C.1.4.2.12 Additional Deployment Information

C.1.4.2.12.1 Chemical Defensive Equipment (CDE) Training. The Government will provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at the CRC for employees traveling from CONUS.

C.1.4.2.12.2 Isolated Personnel Report and Survival Evasion Resistance Escape (FPI/SERE). The Government will provide the contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (FPI/SERE) training. This training will be conducted at the CRC.

C.1.4.2.12.3 Identification Tags, Geneva Convention and Common Access Cards. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment, all contractor employees will be issued personal identification tags and Common Access Cards (CAC), if available

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before deployment. Personal identification tags shall include the following information: full name, social security number, blood type, and religious preference. Contractor employees shall maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through CRC, and shall be promptly returned to the Government upon redeployment.

C.1.4.2.12.4 VISAs. The contractor shall ensure that their employees obtain any appropriate VISAs before they will be allowed to enter IRDO.

C.1.4.2.12.5 Organizational Clothing and Individual Equipment (OCIE). Contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure contractor personnel safety and security. The contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the PCO. The PCO shall require the contractor to reimburse the Government for OCIE lost, stolen, or damaged due to contractor negligence or misconduct.

C.1.4.2.12.6 Operator Vehicle Licenses. The contractor shall ensure that deployed employees possess the required licenses to operate all vehicles or equipment necessary to perform contract tasks in the theater of operations. Before operating any military owned or leased vehicles or equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the vehicles or equipment.

C.1.4.2.12.7 Firearms. Contractor employees in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement shall be provided to the contractor employees, completed at the CRC. Even if authorized, acceptance of weapons by the personnel is voluntary, and must also be permitted by their employer.

C.1.4.2.12.8 Employee's Emergency Contact Data. Before deployment, the contractor shall ensure that each contract employee completes at least three DD Forms 93, Record of Emergency Data Card. One completed form is for the CRC, one copy for the Army's Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

C.1.4.2.12.9 Next of Kin (NOK) Information. As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the contractor notifies the employee's primary and secondary NOK. In some cases, an Army notification officer may accompany the employer's representative. Notification support by the Army is dependent upon each contractor employee completing and updating as necessary, the DD Form 93, Record of Emergency Data Card. The contractor is responsible for the evacuation of contractor employee remains from Kuwait.

C.1.4.2.12.10 Employee's Health and Life Insurance. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles

C.1.4.2.12.11 Contractor Employee Personal Conduct. The contractor shall at all times remain responsible for the conduct of its employees. The contractor shall promptly resolve to the satisfaction of the Government, all contractor employees performance and conduct problems identified by the Government. Failure to correct such problems may result in the Government directing the contractor, at the contractor's own expense, to replace and, where applicable, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by the Combatant Commander or his/her designated representative. 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.

**C.2 Interim Contractor Logistics Support (ICLS):**

C.2.1 This ICLS effort is to perform maintenance support upon handoff of the REBSs fielded to the 82nd Airborne Corps. The contractor is required to maintain the readiness of the REBS to the Army standard prescribed in Chapter 3-2, Army Regulation 750-1 (Army Maintenance Management Policy). The contractor shall calculate the Operational Readiness Rate (ORR) monthly using the formula given under the definition of ORR for the currently fielded fleet. IAW AR 700-138, newly issued items may be accounted for in a partial period.

Readiness calculations shall be made for the period beginning the 16th day/0001 hours of the month to the 15th day/ 2400 hours of the following month. The contractor will not be held accountable for Government Delay Time (GDT), delays with the unit notifying the Contractor of a non-mission capable deficiency, or denial of access to the NMC equipment or maintenance facilities. This effort shall include all maintenance of REBS, as well as repair of inoperative or malfunctioning REBS not covered under any warranty. The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in accordance with this statement of work. The contractor provided ICLS effort shall cover operator and field maintenance or repairs that soldiers are not authorized to perform due to the absence of an approved Operator and Maintenance Technical Manuals (TMs). The contractor shall provide all labor, parts, consumables (ex. lubricants, sealants, oils) and tools required to perform maintenance and repairs. Labor shall be based on a man day rate. Airfare and Lodging shall be in accordance with the JTR at time of PCO authorization.

**C.2.2 Maintenance Procedure:**

C.2.2.1 The contractor shall provide an ICLS Point of Contact (POC) to the unit possessing the REBS in need of unscheduled maintenance or repair within 24 hours of receipt of the maintenance or repair request. For all non-mission capable machines, the contractor shall provide an ICLS FSR to the CONUS location of the REBS to perform necessary on site diagnostics, maintenance and repairs within 3 working days of notification. For all systems that are in a Fully Mission Capable (FMC) status, yet in need of maintenance or repair, the contractor shall provide on-site diagnostics, maintenance and repairs within 4 working days from time of notification. If the FSR is already onsite, they shall begin diagnostics, maintenance and repairs immediately, if during normal work hours, and maintain the systems IAW ORR as specified above in section C.2.1. The FSR, while onsite, shall also provide all scheduled/preventative maintenance as specified IAW systems Technical Manuals; TM 5-5420-280-10 and TM 5-5420-280-23&P.

C.2.2.2 When maintenance or repair is required, the unit will notify the contractor who will determine if the repair is covered under

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warranty. If it is determined to be a warranty covered repair, the REBS shall be repaired in accordance with the Commercial Warranty. If the anticipated repair is not under the warranty, the COR will notify the contractor and request submission of CDRL A003-ICLS FSR Maintenance Request within 48 hours of notification.

C.2.2.3 Upon PCO approval of CDRL A003, ICLS FSRs shall be sent to the location specified and bill labor based on the man day rate. Airfare and Lodging will be in accordance with the JTR at time of PCO authorization. For all non-mission capable REBS, the contractor shall provide on-site support within 3 working days from time of authorization. For all REBS that are in a mission capable status yet in need of maintenance or repair, the contractor shall provide on-site support within 4 working days from time of authorization.

C.2.2.4 The contractor shall provide a list of recommended maintenance and repair parts per CDRL A004 - ICLS Maintenance and Repair Parts List. Price of maintenance and repair parts are negotiated prior to contract award IAW Attachment 0002 ICLS Priced Maintenance and Repair Parts List at a cost of one (1) ea except where specified. Prices will default to the Army prices listed in the Federal Logistics Information System Web Search (WebFLIS) for each National Stock Number (NSN) in the DoD Supply System unless otherwise specified in Attachment 0002. In the event the repair part was not included on the aforementioned list, or there is determined to be a discrepancy by either the contractor or USG, written consent from the PCO will be made on a case by case basis upon receipt of CDRL A004 - ICLS Maintenance and Repair Parts List.

C.2.2.5 If the REBS malfunction cannot be diagnosed or repaired on site, written notification to the PCO will be made by the COR. The PCO may then authorize the REBS be transported to the nearest approved Original Equipment Manufacturer (OEM) dealer location, to complete repair(s).

C.2.3 Parts Usage and Maintenance Report. ICLS will transition to organic support approximately 1.5 years after the equipped date. In accordance with CDRL A005-ICLS Part Usage and Maintenance Report, the ICLS contractor shall provide logistics management information on a quarterly basis as part of an overall data collection effort to seamlessly transition ICLS to organic military maintenance and supply system. In the event that required parts are not procured in accordance with Attachment 0002 - ICLS Priced Maintenance and Repair Parts List, the contractor shall provide them to the Government at no additional cost.

C.2.3.1 The contractor shall not charge the Government under this contract for any parts or services covered by manufacturer's warranties.

C.2.3.2 REPAIR STANDARDS: The contractor shall repair to the manufacturer repair standard. In the event a manufacturer repair standard does not exist, the items shall be repaired to the drawing configuration. Multiple repair standards cannot be used on a single part number, unless approved by the PCO or a waiver is in place. The contractor shall allow government access to review repair standards, repair processes, and inspection and tests.

C.2.4 Scheduled Maintenance Intervals. The contractor shall provide receiving units the scheduled maintenance intervals for the REBS prior to availability of the TM 5-5420-280-10 and TM 5-5420-280-23&P manual if scheduled maintenance times fall within authorized trips. This shall be provided as part of the Hand-Off and NET process.

C.2.5 Contractor Personnel:

C.2.5.1 Contractor Clearance Procedures: The contractor shall be responsible for facility clearances and identification badges for contractor personnel.

C.2.5.2 Selected contractor personnel assigned to work on this contract shall receive and retain contractor I.D. badges and vehicular stickers for privately owned vehicles.

C.2.5.3 All information or data developed under this contract belongs to and is the property of the U.S. Government. The contractor shall not release any information or data to third parties without the express written approval of the PCO. Non-Disclosure Agreements are required of all contractor personnel performing under this contract. The contractor is responsible for obtaining required identification cards, tags, and badges in accordance with AR 600-8-14. The contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in the basic contract.

C.2.5.4 The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the PCO, all contractor employee performance and conduct problems identified by the PCO or the designated Government representative. Failure to correct such problems may result in the Government directing the contractor, at the contractors own expense, to replace and, where applicable, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by the US Armys designated representative. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

C.2.5.5 If the FSR arrives at the unit and the Government determines the FSR is not technically proficient for the assignment, the contractor shall remedy the problem within 48 hours. If the problem cannot be remedied in 48 hours of the assignment, the Government will seek consideration.

C.3.0 Start of Work Meeting

C.3.1 Start-of-Work (SOW) Meeting. Within 14 days of contract award, a Start of Work meeting will be held via teleconference and may last up to two days. The SOW meeting will focus on reviewing the contract terms and conditions, data requirements and required specifications. The contractor shall submit the Start of Work Meeting minutes in accordance with CDRL A006-Meeting Minutes.

C.4 Security Requirements

C.4.1 Controlled Unclassified Information (CUI). The types of information considered CUI for the program are technical data and information marked Unclassified//For Official Use Only (U//FOUO) by the USG. Examples of technical data consist of research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information, and computer software documentation. The contractor shall adhere to the below guidelines for handling U//FOUO information accompanied by DoDI 5230.24, Distribution Statements on Technical Documents, DoDM 5200.01-V4, DoD Information Security Program: Controlled Unclassified Information (CUI), Army Regulation (AR) 25-55, The Department of the Army Freedom of Information Act Program, AR 25-2, Information Assurance and AR 25-1, Army Information Technology.

C.4.2 Identification of Markings and Protection of U//FOUO Information: The contractor is not authorized to share any GFI or U//FOUO information with any sub-contractors or third party vendors without first receiving approval from the respective USG Product Office and TACOM G-2. Certain documents might not have the U//FOUO marking in the footer but will display a Distribution Statement. If the

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Distribution Statement does not specifically state that the document is available for public release or that the distribution is unlimited, the document in its entirety is U//FOUO and should be treated as such. The contractor is not authorized to send or receive any U//FOUO over email. The contractor shall either mail or send via AMRDEC all deliverables back to the USG which are U//FOUO or have a Distribution Statement requirement other than Distribution A. When conducting the following activities with U//FOUO information, the contractor shall adhere to the guidance provided in DoDM 5200.01-V4 and AR 25-1:

- Marking U//FOUO Information
- Dissemination and Transmission of U//FOUO Information
- Transporting U//FOUO Information
- Phone Discussions of U//FOUO Information
- Storage of U//FOUO Information During Duty Hours and Non Duty Hours
- Termination
- Disposal
- Unauthorized Disclosure
- Electronic Transmission of U//FOUO Information.

C.4.3 Distribution Statements: When marking all GFI data and information with Distribution Statements, the contractor shall use Distribution Statement B in accordance with (IAW) DoDI 5230.24. Further distribution of GFI is not authorized without permission from the USG Product Office and TACOM G-2. This does not preclude additional mandated markings required by the contract.

C.4.4 Operations Security (OPSEC): If the contractor generates unclassified OPSEC information, this information will be protected at the same level as U//FOUO information. The contractor shall be responsible for adhering to OPSEC procedures IAW DoDM 5202.02-M and AR 530-1, with specific features based on command or unit approved OPSEC requirements.

C.4.4.1: Because of antiterrorism, force protection, OPSEC, and counterintelligence concerns, the contractor will not release any diagrams, maps, floor plans, schematics, or digital pictures of the installation to outside organizations or companies without the approval of the Contracting Officer Representative (COR) and G-2, TACOM. All information proposed for public release in any form (video, pictures, article, brochure, web site, etc.) will undergo a PEO CS&CSS OPSEC Review using the most current and approved PEO CS&CSS STA Form 7114.

C.4.4.2: OPSEC information consists of the following: Equipment capabilities, limitations, and vulnerabilities; Detailed mission statements; Operation schedules; Readiness and vulnerability assessments; Test locations and dates; Inventory charts and reports; Detailed budget data; Photographs of components; Detailed organizational charts (with phones and e-mail listings); Technical and scientific data; Unclassified technical data with military applications; Critical maintenance information; Information extracted from a DoD Intranet web site; Lessons learned that could reveal sensitive military operations, exercises, or vulnerabilities; Logistics support (munitions, weapons, movement); Specific real time support to current or on-going military operations; Delivery schedules; and Manufacturing methods.

C.4.4.3: OPSEC review requests should be sent via encrypted e-mail to the respective PM FP Security Manager. Contact information can be requested from the COR. If emails cannot be encrypted, please send OPSEC review requests to:

PEO CS&CSS

ATTN: PM FP Security Manager

6501 E. 11 Mile Rd

AMSTA-CSS/MS 105

Warren, MI 48397-5000

C.4.5 Training: All Contractor personnel performing services in the execution of contract shall complete the following training IAW respective security clauses as referenced in this contract: iWATCH and Antiterrorism Level I training. The Government reserves the right to request completion notification(s) from the Contractor.

C.4.6 AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility, or area. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at ://jkodirect.jten.mil .

C.4.6.1 AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language requires U.S.-based contractor employees and associated subcontractor employees to make available and to receive government-provided AT awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contract.

C.4.6.2 Access and General Protection/Security Policy and Procedures. 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 subcontractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security office. The contractor workforce must comply with all personal identity verification requirements (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 change 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.

C.4.6.3 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-

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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.

C.4.6.4 For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractor 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 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.

C.4.6.5 IWATCH (See Something, Say Something) 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 subcontractors 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 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 60 calendar days after contract award.

C.4.6.6 Impact on contractor performance during increased FPCON during periods of increased threat (contractor personnel working on an installation). During FPCONs Charlie and Delta, services may be discontinued/postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

C.4.6.7 Random Antiterrorism Measures Program (RAMP) participation. Contractor personnel working on an installation are subject to participation in installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc.).

C.4.6.8 For Contractors Authorized to Accompany the Force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany U.S. Armed Forces deployed outside the United States 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.

C.4.6.9 For Contract Requiring Performance or Delivery in a Foreign Country. DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency operations 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 policy and directives.

C.4.6.10 Employees Who Require Access to Government Information Systems. All contractor employees with access to a government information 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 training prior to access to the information system and then annually thereafter.

C.4.6.11 Information Assurance (IA)/Information Technology (IT) Training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of appointment to IA/IT functions.

C.4.6.12 For Contracts That Require an OPSEC Standing Operating Procedure/Plan. Applicable if the contract has a DD 254 associated with it, or the contractor will have access to other than Distribution A technical data, or government furnished equipment or material (U//FOUO). The contractor is subject to the provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP)/Plan, or other U.S. Govt. OPSEC Plan per AR 530-1, Operations Security. This SOP/Plan specifies 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. The contractor shall implement OPSEC as ordered by the commander.

C.4.6.13 For Contracts That Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training. New employees must be trained within 30 calendar days of reporting for duty and annually thereafter. OPSEC awareness training is available at: [://cdsetrain.dtic.mil/opsec/index.htm](http://cdsetrain.dtic.mil/opsec/index.htm) .

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

**C.5\_\_ ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT**

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training. AT Level I awareness training is available at <https://jkodirect.jten.mil> Course #JS-US007-14.

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**C.6\_\_ iwATCH TRAINING**

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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR, if assigned, or the Contracting Officer. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR, or Contracting Officer, no later than 60 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx> .

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## C.7\_\_ ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

(a) The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements (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.

(b) 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 six (6) months or more. At the discretion of the sponsoring activity, an initial CAC may be issued on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personal Management.

(c) For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractors 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 elsewhere in Section C; Non-disclosure Statement; for OCONUS locations, refer to the Status of Forces Agreement and other theater regulations.

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## C.8\_\_ ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS

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

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## C.9\_\_ REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

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

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

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

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## C.10\_\_ OPSEC TRAINING REQUIREMENT

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at: <https://securityawareness.usalearning.gov/opsec/index.htm> . Within 10 days of completing the training, the Contractor shall provide certificates/proof of completion to the Contracting Officers Representative (COR), if assigned to the contract, or the Procuring

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## C.11\_\_ INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment. Within 10 days of completing the training, the Contractor shall provide certificates/proof of completion to the Contracting Officers Representative (COR), if assigned to the contract, or the Procuring Contracting Officer (PCO).

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## C.12\_\_ CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS

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

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## C.13\_\_ ARMY INFORMATION SYSTEM (IS) SECURITY REQUIREMENT

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

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## C.14\_\_ ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT

(a) APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.

## (1) DETROIT ARSENAL ACCESS.

All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation. At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).

## (2) BADGES/PASSES.

(a) Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).

(i) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96

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hours prior to scheduled visit.

(ii) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.

Badge Guidance.

(b) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.

(c) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(d) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

(3) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

(4) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA\* or W4GGAA5, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.

(5) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.

(6) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR



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TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals) (PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

\*\*\*

C.15\_\_ CONTRACTOR MANPOWER REPORTING (CMR)

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);

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(8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

(9) Data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: "https://armycmra.dmdc.osd.mil/default.aspx?ReturnUrl=%2f" and clicking on the Send an Email link which is located under the Help Resources ribbon on the right hand side of the login page.

\*\*\*

C.16\_\_ TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM

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

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

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

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

(e) CAC applications must be processed through the DODs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at -1- before accessing the TASS website.

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

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

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

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rs1/> provides RAPIDS locations).

- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.

- Returned. Additional information, or correction to the application, required by the contractor employee.

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

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

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

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

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

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

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\*\*\* END OF NARRATIVE C0002 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (ECC-A)	5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS	JUN/2015

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

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

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be 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 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>.

(End of Clause)

C-2	5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING	AUG/2014
	(ECC-A)	

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information

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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 or DFARS DoD class deviation 2014-00018.

(End of Clause)

C-3            5152.247-5900            INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS            APR/2012  
(ECC-A)

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

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

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

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

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

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

(End)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1      252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

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

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

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

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

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

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

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

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

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

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

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

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

-1-

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

-2-

(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\*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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

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

-16-

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

-17-

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

(End of clause)



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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
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H-1 (ECC-A)	5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT	JUN/2015
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The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: TBD

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

NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

## U.S. Citizens

<input type="checkbox"/> APO/MPO/DPO/Postal Service	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	
<input type="checkbox"/> 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"/> Military Clothing
<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None	
<input type="checkbox"/> Embassy Services Kabul**		

## Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> 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"/> None	

## Local National (LN) Employees

<input 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"/> None	

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

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

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

\*\*\*\*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

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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 Officers 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)

(End of Clause)

H-2 5152.225-5910 CONTRACTOR HEALTH AND SAFETY  
(ECC-A)

DEC/2011

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

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

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

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)NFPA 70: <http://www.nfpa.org>NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

H-3 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY  
(ECC-A)

JUN/2014

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

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

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

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

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

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

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

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

Incident:  
Description  
Location  
Date and time

Other Pertinent Information:

(End of clause)

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2016
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2016
I-14	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV/2016
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-30	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR/2015
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-35	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN/2017
I-36	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-37	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-38	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-44	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-17	INTEREST	MAY/2014
I-49	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	JAN/2017
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-52	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-53	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-54	52.233-1	DISPUTES	MAY/2014
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996

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I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV/2017
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-64	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-65	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-69	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-70	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-71	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-72	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-75	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-76	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-77	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-78	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-79	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-81	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-82	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-84	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-85	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-86	252.225-7013	DUTY-FREE ENTRY	MAY/2016
I-87	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-88	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-89	252.225-7021	TRADE AGREEMENTS--BASIC	DEC/2017
I-90	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-91	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	OCT/2015
I-92	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-93	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-94	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-95	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-96	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-97	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-98	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-99	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-100	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	DEC/2011
I-101	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-102	252.229-7008	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	DEC/2011
I-103	252.229-7014	TAXES--FOREIGN CONTRACTS IN AFGHANISTAN	DEC/2015
I-104	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-105	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-106	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-107	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-108	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-109	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-110	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-111	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-112	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-113	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014

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I-114 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three years after contract award.

(End of Clause)

I-115 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)

I-116 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through 18 months from the date of Contract Award.

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

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

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

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

(End of Clause)

I-117 252.225-7043 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

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(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 -1-.

(End of clause)

I-118            52.204-19            INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS            DEC/2014  
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-119            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.

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- (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)

I-120            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.



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

(End of Clause)

I-121            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

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

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

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

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(End of clause)

I-122 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-00013) 2018-00013)

APR/2018

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

(b) Definitions. As used in this clause

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

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

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

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

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

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

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

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

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

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractors written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

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(ii) The Contractor may accept a subcontractors representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

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

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

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

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(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

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

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offerors subcontracting program, and a description of the duties of the individual.

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

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

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

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

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;

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

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accordance with this clause, or as provided in agency regulations;

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

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

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than simplified acquisition threshold, indicating--

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if

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(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concerns pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

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

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

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

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

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

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

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

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

(1) The master subcontracting plan has been approved;

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

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

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the

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

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

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

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

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

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

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

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

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

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractors achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

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

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

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

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

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

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

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

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

(End of clause)

I-123            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            OCT/2015  
(a) Definitions. As used in this clause--

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-124            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014  
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)



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I-125                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-126                      52.223-11                      OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL                      JUN/2016  
HYDROFLUOROCARBONS

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New

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Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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

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

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

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

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to <http://www.sam.gov/>, for FY17 and after--

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

I-127

52.230-2

COST ACCOUNTING STANDARDS

OCT/2015

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

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

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

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or

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modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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

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

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

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

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-128          52.230-4          DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN          OCT/2015  
CONCERNS

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; and 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract, as indicated in 48 CFR 9904.

(2) (Cost Accounting Standard (CAS)-covered Contracts Only). If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 48 CFR 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the U.S. Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the U.S. Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c) that the change is desirable and not detrimental to the interests of the U.S. Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no

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agreement may be made under this contract clause that will increase costs paid by the U.S. Government.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-129            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

(End of Clause)

I-130            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

(b) The use in this solicitation or contract of any DoD 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)

I-131            252.219-7003            SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC (DEVIATION            APR/2018  
(DEV 2018-            2018-00007)  
00007)

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

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

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

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs resides with the SSR Coordinator.

(g) Include the clause at 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, where the subcontract is expected to exceed \$700,000 (\$1.5 million for construction of any public facility) and to have further subcontracting opportunities.

(End of clause)

I-132            252.223-7001            HAZARD WARNING LABELS            DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-133	252.225-7979	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE	DEC/2017
	(DEV 2018-00008)	UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2018-00008)	

(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, supplies, or 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, in whole or in part, in the United States central Command Theater of Operations.

(End of clause)

I-134	252.225-7981	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN	SEP/2015
	(DEV 2015-00016)	USCENTCOM) (DEVIATION 2015-00016)	

(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)

I-135	252.225-7993	PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016)	SEP/2015
	(DEV 2015-00016)		

(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 at <http://www.sam.gov>--

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

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(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 subtitle E of Title VIII of the NDAA for FY 2015, 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)

I-136            252.225-7995            CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND            SEP/2017  
                   (DEV 2017-            AREA OF RESPONSIBILITY (DEVIATION 2017-00004)  
                   00004)

(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

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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.



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(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](http://www.dodig.mil/HOTLINE/index.html)>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

(i) Hold their own identity or immigration documents, such as passport or drivers 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.

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(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation--

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

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

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

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

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

(3) All CAAF and, 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. 3261, 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;

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(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

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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 Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the 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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

(2) 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)

I-137            252.225-7997            CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017)            AUG/2013  
                          (DEV 2013-  
                          00017)

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

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

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractors progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the

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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 employees re-deployment and, if applicable, release their personnel in SPOT.

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

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

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

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

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the amounts required to correct the damages or deficiencies or replace the loss.

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

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employees badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

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

(End of Clause)

I-138            252.229-7001            TAX RELIEF (SEP 2014) -- ALTERNATE I (SEP 2014)            SEP/2014

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: \_\_\_\_\_ (Offeror insert)    RATE (PERCENTAGE): \_\_\_\_\_ (Offeror insert)

(b) The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

I-139            252.229-7001            TAX RELIEF--BASIC            SEP/2014

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) \_\_\_\_\_ RATE (PERCENTAGE): \_\_\_\_\_(Offeror insert)

(b) The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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(End of clause)



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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	REBS CDRLS	03-MAY-2018	006	
Attachment 0001	IRDO PERSONAL INFORMATION DATA REQUIREMENTS	25-APR-2018	001	EMAIL
Attachment 0002	ICLS PRICED MAINTENANCE AND REPAIR PARTS LIST	25-APR-2018	394	EMAIL

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	OCT/2015
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2018

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$7M.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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This provision applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-6            252.204-7007            ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS            JAN/2015  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

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

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

**Name of Offeror or Contractor:**

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

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K-7            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            OCT/2014

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-8            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            JUL/2013

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through

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maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-9                    52.230-1                    COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                    OCT/2015

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

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(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes       No

(End of provision)

K-10      52.230-7      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES      APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes     No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)



**Name of Offeror or Contractor:**

K-11

252.225-7020

TRADE AGREEMENTS CERTIFICATE--BASIC

NOV/2014

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

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

(End of provision)

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**Name of Offeror or Contractor:**

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

## L.1\_\_ HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to U.S. Army TACOM Detroit Arsenal: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

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## L.2\_\_ HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/Connect/Legal-Resources/>

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

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## L.3\_\_ SUBMISSION OF SUBCONTRACTING PLAN

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

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**Name of Offeror or Contractor:**

\*\*\* END OF NARRATIVE L0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2016
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-7	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-10	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-11	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by

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submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-12            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-13            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

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

<http://farsite.hill.af.mil/> Or <https://www.acquisition.gov/>

L-14            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-15            252.215-7009            PROPOSAL ADEQUACY CHECKLIST            JAN/2014  
252.215-7009 Proposal Adequacy Checklist.

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

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation
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Name of Offeror or Contractor:

pages)

GENERAL INSTRUCTIONS

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

**Name of Offeror or Contractor:**

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

**Name of Offeror or Contractor:**

of the proposal and the basis  
for those rates and factors?

COST ELEMENTS

## MATERIALS AND SERVICES

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

## SUBCONTRACTS (Purchased materials or services)

15. DFARS  
215.404-3
- Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?
16. FAR 15.404-3(c)  
FAR 52.244-2
- Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?
17. FAR 15.408,  
Table 15-2,  
Note 1;  
Section II  
Paragraph A
- Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20  
FAR 2.101  
"commercial  
item"
- Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime

**Name of Offeror or Contractor:**

or subcontractor level, in accordance with provision 52.215-20?

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

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

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

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

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

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? \_\_\_\_\_

**INTERORGANIZATIONAL TRANSFERS**

21. FAR 15.408, Table 15-2, Section II Paragraph A(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? \_\_\_\_\_

22. FAR 15.408, Table 15-2, Section II For inter-organizational transfers proposed at price in accordance with FAR \_\_\_\_\_



**Name of Offeror or Contractor:**

Paragraph A(1) 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. \_\_\_\_\_
24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? \_\_\_\_\_
25. FAR Subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? \_\_\_\_\_

INDIRECT COSTS

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

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? \_\_\_\_\_
28. FAR 15.408, Table 15-2 Section II If royalties exceed \$1,500 does the proposal provide the information/data \_\_\_\_\_

**Name of Offeror or Contractor:**

Paragraph E identified by Table 15-2?

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

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal) \_\_\_\_\_
31. FAR 15.408, Table 15-2, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B? \_\_\_\_\_
32. FAR 15.408, Table 15-2 Section III Paragraph C For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C? \_\_\_\_\_

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? \_\_\_\_\_
34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? \_\_\_\_\_
35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? \_\_\_\_\_
36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offerors indirect costs and profit applicable to the work \_\_\_\_\_

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 99 of 100****PIIN/SIIN** W56HZV-18-R-0123**MOD/AMD****Name of Offeror or Contractor:**

to be performed by the  
proposed subcontractor(s);  
and (ii) a description of the  
added value provided by the  
offeror as related to the  
work to be performed by the  
proposed subcontractor(s)?

(End of provision)

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 100 of 100

PIIN/SIIN W56HZV-18-R-0123

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## M.1\_\_ METHOD OF PRICE EVALUATION

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in paragraph M.\_(Not Applicable)\_ EVALUATION OF TRANSPORTATION COSTS in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

\*\*\*

## M.2\_\_ CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

(a)The Government will award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation,

(2) submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

(1) arrange a visit to the offerors plant and perform a preaward survey;

(2) ask the offeror to provide financial, technical, production, or managerial background information.

(c) If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offerors facility, the Government may determine the offeror to be nonresponsible.

(d) If the Government visits the offerors facility, please make sure that current certified financial statements and other data relevant to the bid or proposal available for Government personnel to review.

\*\*\*

\*\*\* END OF NARRATIVE M0001 \*\*\*

\\* DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.: 1000
- B. EXHIBIT: A
- C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER X
- D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)
- E. CONTRACT/PR NO.:
- F. CONTRACTOR: GDEL-G

- 
- 1. DATA ITEM NO: A001
  - 2. TITLE: Field Service Representative (FSR) Reports
  - 3. SUBTITLE: N/A
  - 4. AUTHORITY: 5. CONTRACT REFERENCE: DI-MGMT-81238
  - 6. REQUIRING OFFICE: PdM Bridging
  - 7. DD250 REQ: No
  - 8. APP CODE: N/A
  - 9. DIST. STATEMENT REQ: C
  - 10. FREQUENCY: See Blk 16
  - 11. AS OF DATE: See Blk 16
  - 12. DATE OF FIRST SUBMISSION: See Blk 16
  - 13. DATE OF SUBS. SUBMISSION: See Blk 16
  - 14. DISTRIBUTION: See Blk 16
  - A. ADDRESSEE: CS, PCO, APM, ILSM
  - B. COPIES: 4
- DRAFT:  
FINAL: 4  
REG REPRO:
- 15. TOTAL COPIES: 4
  - 16. REMARKS:

TAILORING: The contractor shall submit a report of all FSR activity in their own format containing the information required in 1.1 and 2.1 through 2.4. The contractor may add but shall not change or delete data/information submitted by deployed FSRs.

The Delivery Order calling up the FSR effort will specify the approving official for each report.

BLK 10,11,12,13:

Each FSR is required to submit a weekly summary of their activity. The contractor shall submit the reports, with any summary data/information within 7 calendar days after the close of each business week for routine reports. For damaged or non-repairable equipment, or situations that may lead to or resulted in serious injury or loss of life, the contractor shall notify the Government by most expeditious means, and submit a follow-up report within 24 hours.

BLK 14:

Repro = electronic copy delivery to email:

- APM: mail to: "mailto:nicholas.j.garon.civ@mail.mil"
- ILS Manager: mail to: "mailto:jared.l.mccallum.civ@mail.mil"
- COR: Mail to: floyd.m.mathews.civ@mail.mil
- PCO: mail to: jennifer.a.schneider17.civ@mail.mil
- CS: mail to: david.s.joley.civ@mail.mil

- 
- G. PREPARED BY: Jared McCallum
  - H: DATE: 08 May 2018
  - I: APPROVED BY: Becky Bernock
  - J: DATE: 08 May 2018

A. CONTRACT LINE ITEM NO.: 1000  
B. EXHIBIT: A  
C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER X  
D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)  
E. CONTRACT/PR NO.:  
F. CONTRACTOR: GDEL-G

-----  
1. DATA ITEM NO: A002  
2. TITLE: FSR IRDO Data  
3. SUBTITLE: N/A  
4. AUTHORITY: DI-MGMT-81238(T)  
5. CONTRACT REFERENCE: C.1.4.2.1, C.1.4.2.5.1  
6. REQUIRING OFFICE: PdM Bridging  
7. DD250 REQ: No  
8. APP CODE: A  
9. DIST. STATEMENT REQ: B  
10. FREQUENCY: As Requested  
11. AS OF DATE: Time of Award  
12. DATE OF FIRST SUBMISSION: See Blk 16  
13. DATE OF SUBS. SUBMISSION: See Blk 16  
14. DISTRIBUTION: See Blk 16  
A. ADDRESSEE: CS, PCO, APM, ILSM  
B. COPIES: 4  
DRAFT:  
FINAL: 4  
REG REPRO:  
15. TOTAL COPIES: 4  
16. REMARKS:

BLK 12:

The contractor shall submit a Field Service Representative (FSR) Individual Replacement Deployment Operations (IRDO) Personal Data form within five (5) calendar days of arrival at Area of Responsibility (AOR). Acceptance of the form will be provided via email by the PCO. Each form will contain at minimum the following data elements:

- Name of Representative
- Phone Number
- Rank
- SSN
- DOB
- Deployment Destination
- Weapons Qualification
- Civilian Arming Packet
- Service
- Emergency Contact Info
- Passport Info
- Gender
- Position Title

BLK 8: Comments from the Government shall be addressed in an updated re?submission by the Contractor within 7 days of receipt of Government comments.

BLK 13: Any revisions to this FSR IRDO Personal Information Data form must be re-submitted for PCO approval

BLK 14:

Repro = electronic copy delivery to email:

APM: mail to: nicholas.j.garon.civ@mail.mil  
COR: mail to: "mailto:floyd.m.mathews.civ@mail.mil"  
ILS Manager: mail to: jared.l.mccallum.civ@mail.mil  
PCO: mail to: jennifer.a.schneider17.civ@mail.mil  
CS: mail to: david.s.joley.civ@mail.mil

-----  
G. PREPARED BY: Jared McCallum  
H: DATE: 08 May 2018  
I: APPROVED BY: Becky Bernock  
J: DATE: 08 May 2018

-----  
A. CONTRACT LINE ITEM NO.: 1000  
B. EXHIBIT: A  
C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER X  
D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)  
E. CONTRACT/PR NO.:  
F. CONTRACTOR: GDEL-G  
-----

1. DATA ITEM NO: A003  
2. TITLE: ICLS FSR Maintenance Request  
3. SUBTITLE: N/A  
4. AUTHORITY: DI-MGMT-81238(T)  
5. CONTRACT REFERENCE: C.2.2.2, C.2.2.3  
6. REQUIRING OFFICE: PdM Bridging  
7. DD250 REQ: No  
8. APP CODE: A  
9. DIST. STATEMENT REQ: C  
10. FREQUENCY: As Required  
11. AS OF DATE: As Required  
12. DATE OF FIRST SUBMISSION: SEE BLK 16  
13. DATE OF SUBS. SUBMISSION: See Blk 16  
14. DISTRIBUTION: See Blk 16  
A. ADDRESSEE: CS, PCO, APM, ILSM  
B. COPIES: 4  
DRAFT:  
FINAL: 4  
REG REPRO:  
15. TOTAL COPIES: 4  
16. REMARKS:

BLK 12/13: For each REBS, the contractor shall submit an ICLS Field Service Representative Report for repair or maintenance if the total estimated cost is less than \$400k )and provide the report to the COR within 5 working days of notification of system incident. If a system experiences damage that is equal to or greater than \$400k, the contractor shall assess repair costs and provide the report to the PCO within 10 working days of notification of system incident.

The report shall address all anticipated maintenance and/or repair actions citing associated parts and estimated labor man days. Acceptance of the report will be provided via email by the PCO. The report shall be in the contractor format and contain the following information:

Name of Representative  
Unit Name/Designation  
Location  
System serial number  
Type of service (scheduled, unscheduled)  
Number of hours on machine  
A statement identifying the problem and its effect  
The date on which the contractor was first notified or vehicle became available  
Estimated date of completion  
Recommended Parts to complete  
Part Number  
CAGE Code  
NSN (if assigned)  
Quantity  
Anticipated services  
Status/problems/discussions

The report shall be identified by location and vehicle serial number.

NOTE: Any revisions to this ICLS FSR Maintenance Request must be re-submitted for PCO approval.

BLK 8: Comments from the Government shall be addressed in an updated re?submission by the Contractor within 2 working days of receipt of Government comments.

BLK 14:

Repro = electronic copy delivery to email:

APM: mail to: nicholas.j.garon.civ@mail.mil

COR: mail to: "mailto:floyd.m.mathews.civ@mail.mil"

ILS Manager: mail to jared.l.mccallum.civ@mail.mil

PCO: mail to: jennifer.a.schneider17.civ@mail.mil

CS: mail to: david.s.joley.civ@mail.mil

-----  
G. PREPARED BY: Jared McCallum

H: DATE: 08 May 2018

I: APPROVED BY: Becky Bernock

J: DATE: 08 May 2018

A. CONTRACT LINE ITEM NO.: 1000

B. EXHIBIT: A

C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER \_\_X\_\_

D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)

E. CONTRACT/PR NO.:

F. CONTRACTOR: GDEL-G

-----  
1. DATA ITEM NO: A004

2. TITLE: ICLS Maintenance and Repair Parts List

3. SUBTITLE: N/A

4. AUTHORITY: DI-MGMT-80368A

5. CONTRACT REFERENCE: C.2.2.4

6. REQUIRING OFFICE: PdM Bridging

7. DD250 REQ: No

8. APP CODE: N/A

9. DIST. STATEMENT REQ: C

10. FREQUENCY: One Time

11. AS OF DATE: Contract Award

12. DATE OF FIRST SUBMISSION: 14 DACA

13. DATE OF SUBS. SUBMISSION: See Blk 16

14. DISTRIBUTION: See Blk 16

A. ADDRESSEE: CS, PCO, APM, ILSM

B. COPIES: 4

DRAFT:

FINAL: 4

REG REPRO:

15. TOTAL COPIES: 4

16. REMARKS:

BLK 12:

TAILORING:

The contractor shall submit an ICLS Maintenance and Repair Parts List for the REBS ICLS duration. The report shall address all anticipated repair parts for an individual REBS. Acceptance of the report will be provided via email by the PCO. The report shall be in the contractor format and contain the following information:

Recommended Parts list

Part Number

CAGE Code

NSN (if assigned)

Quantity



BLK 13: Any revisions to this ICLS Maintenance and Repair List must be re-submitted for PCO approval.

BLK 14:

Repro = electronic copy delivery to email:

APM: mail to: nicholas.j.garon.civ@mail.mil  
COR: mail to: "mailto:floyd.m.mathews.civ@mail.mil"  
ILS Manager: mail to jared.l.mccallum.civ@mail.mil  
PCO: mail to: jennifer.a.schneider17.civ@mail.mil  
CS: mail to: david.s.joley.civ@mail.mil

-----  
G. PREPARED BY: Jared McCallum  
H: DATE: 08 May 2018  
I: APPROVED BY: Becky Bernock  
J: DATE: 08 May 2018

A. CONTRACT LINE ITEM NO.: 1000  
B. EXHIBIT: A  
C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER \_\_X\_\_  
D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)  
E. CONTRACT/PR NO.:  
F. CONTRACTOR: GDEL-G

-----  
1. DATA ITEM NO: A005  
2. TITLE: ICLS Part Usage and Maintenance Support  
3. SUBTITLE: N/A  
4. AUTHORITY: DI-MGMT-80368A  
5. CONTRACT REFERENCE: C.2.3  
6. REQUIRING OFFICE: PdM Bridging  
7. DD250 REQ: No  
8. APP CODE: A  
9. DIST. STATEMENT REQ: C  
10. FREQUENCY: Quarterly  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUBMISSION: 90 DACA  
13. DATE OF SUBS. SUBMISSION: See Blk 16  
14. DISTRIBUTION: See Blk 16  
A. ADDRESSEE: CS, PCO, APM, ILSM  
B. COPIES: 4  
DRAFT:  
FINAL: 4  
REG REPRO:  
15. TOTAL COPIES: 4  
16. REMARKS:

BLK 10,12,13:

TAILORING:

This summary shall be submitted on a quarterly basis in the contractors format. The summary shall include:

- System serial number
- Description of ICLS effort
- Labor hours and costs
- All required parts (including oils and lubricants) as well as respective quantities and prices\*\*
- Identification of all diagnostic tools, e.g. Original Equipment Manufacturer (OEM) software, hardware, or other test, measurement and diagnostic equipment
- Frequency of action taken
- Total time to return the REBS to serviceable condition.

\*\* Parts costs shall be in accordance with the ICLS Priced Maintenance and Repair Parts List or based on the negotiated price.

All reported costs shall be firm fixed price.

BLK 8: The Government will notify the contractor of Report acceptance or subsequent modifications to this deliverable no later than 5

days after submission. Comments from the Government shall be addressed in an updated re?submission by the Contractor within 7 days of receipt of Government comments. Modifications to this report shall be at no additional cost to the Government.

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COR: mail to: "mailto:floyd.m.mathews.civ@mail.mil"  
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PCO: mail to: jennifer.a.schneider17.civ@mail.mil  
CS: mail to: david.s.joley.civ@mail.mil

-----  
G. PREPARED BY: Jared McCallum  
H: DATE: 08 May 2018  
I: APPROVED BY: Becky Bernock  
J: DATE: 08 May 2018

A. CONTRACT LINE ITEM NO.: 1000  
B. EXHIBIT: A  
C. CATEGORY: TDP \_\_\_\_ TM \_\_\_\_ OTHER \_\_X\_\_  
D. SYSTEM/ITEM: Rapidly Emplaced Bridge System (REBS)  
E. CONTRACT/PR NO.:  
F. CONTRACTOR: GDEL-G

-----  
1. DATA ITEM NO: A006  
2. TITLE: Meeting Minutes  
3. SUBTITLE: N/A  
4. AUTHORITY: DI-ADMN-81250A(T)  
5. CONTRACT REFERENCE: C.3.1  
6. REQUIRING OFFICE: PdM Bridging  
7. DD250 REQ: No  
8. APP CODE: A  
9. DIST. STATEMENT REQ: C  
10. FREQUENCY: One Time  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUBMISSION: See Blk 16  
13. DATE OF SUBS. SUBMISSION: N/A  
14. DISTRIBUTION: See Blk 16  
A. ADDRESSEE: CS, PCO, APM, ILSM  
B. COPIES: 4  
DRAFT:  
FINAL: 4  
REG REPRO:  
15. TOTAL COPIES: 4  
16. REMARKS:

BLK 8,12,13:  
TAILORING: The contractor shall ensure the action items include the name or agency responsible and date to be completed, as agreed during the review.

The contractor shall deliver draft minutes of each meeting within five calendar days after the Start of Work Meeting. The Government will review and provide comments within ten calendar days after receipt of draft minutes. The contractor shall revise and resubmit final versions within five calendar days of receipt of Government comments, if required.

BLK 14:  
Repro = electronic copy delivery to email:

APM: mail to: nicholas.j.garon.civ@mail.mil  
COR: mail to: "mailto:floyd.m.mathews.civ@mail.mil"  
ILS Manager: mail to: jared.l.mccallum.civ@mail.mil

PCO: mail to: jennifer.a.schneider17.civ@mail.mil  
CS: mail to: david.s.joley.civ@mail.mil

-----  
G. PREPARED BY: Jared McCallum  
H: DATE: 08 May 2018  
I: APPROVED BY: Becky Bernock  
J: DATE: 08 May 2018