

PERFORMANCE WORK STATEMENT (PWS) FOR

Fuels Depot System (FDS) – Inventory Monitoring (IM)

Contract Number:

PART 1

GENERAL INFORMATION

1.1 Description of Services/Introduction: Defense Logistics Agency (DLA) Information Operations Enterprise Capabilities, Operational Energy Applications (J62BG) requires an Inventory Management solution to replace the current FuelsManager® Defense IT infrastructure. This solution must provide complete visibility of all Aviation/Ground/Missile Propellant fuels, owned by DLA Energy and stored at DOD Military and Commercial locations worldwide. The solution must support all wholesale, retail, and aerospace facilities, of which receive, store or issue DLA Energy owned petroleum products. The contractor shall perform to the standards in this PWS.

1.2 Background: Performance of this PWS requires direct communications and technical assistance with primary Network Administrators including DLA Information Operations Information Assurance (IA), Command and site Network Administrators and end-users. As described in the current version of the Application Support Group Standard Operating Procedure (ASG SOP), the contractor shall assist users and resolve issues through timely, accurate and coordinated processes corresponding to all aspects of DLA Energy's business practices. Required coordination may include DLA Information Operations, DLA Energy, Military Service representatives, database administrators (DBAs), system administrators (SAs), subject matter experts (SMEs), and developers.

These services shall support the sustainment of interfaces between current and future DLA applications, to include but not limited to Automated Tank Gauging (ATG), Automated Fuels Service Stations (AFSS), Mobile Automated Fuels Service Station (MAFSS), FuelManager Defense (FMD), LeakManager (LM), Electronic Point of Sale (EPoS) device, Automotive Information Module (AIM2) and Material Financial Control System (MFCS). The contractor shall work as part of an integrated team with Government personnel and other Government contractors supporting these applications.

In support of this contract, the Contracting Officer Representative (COR) and/or Contracting Officer Technical Representative (COTR) will provide the contractor with all business requirements and any clarification of deliverables as described within this PWS. Delivery is contingent upon COR/COTR acceptance.

1.3 Scope: The Fuel Depot System (FDS) Inventory Monitoring (FDS-IM) solution must have the following capabilities:

- Ability to view on-hand tank inventories in real time in a user interface

- Ability to view rolling stock inventories in real time
- The system must have the capability to generate reports displaying quantity and product variables and provide totals based on grade NSN.
- Provides secure data transfer technology that meets DOD/DLA IT security standards
- Supports Audit Readiness and DOD reporting requirements for validation of source media and transactional integrity.
- Interfaces with external systems shall be negotiated with the interface stakeholders to include the external system owner, J62 and Energy

1.4 Period of Performance: The Period of Performance shall be a 5-year base period, plus five 12-month option periods.

The Government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in Federal Acquisition Regulation (FAR) clause 52.217-9 titled, “Option to Extend the Term of the Contract,” and FAR clause 52.217-8 “Option to Extend Services.”

1.4.1 Place of Performance: The primary place of performance will be at the contractor’s place of performance and/or Off-Site. Personnel shall be available to periodically support meetings at HQ DLA (Fort Belvoir, VA) or other places of performance in the Washington, DC metropolitan area.

1.5 General Information:

1.5.1 Quality Assurance Surveillance Plan (QASP): The Government will evaluate the contractor’s performance under this contract in accordance with the QASP. The QASP is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.5.2 Recognized Holidays: The Department of Defense recognizes the following Federal holidays, which are applicable to the local DLA Government workforce. In the absence of deployment outside of CONUS and/or Priority 1 break-fix issues, the contractor will not be required to perform services on the following holidays:

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.5.3 Type of Contract: The Government anticipates award of a Firm Fixed Price (FFP) contract

1.5.4 Non-Disclosure Agreement: The contractor shall have all employees working under this PWS sign the Disclosure of Non-Public Information Form located at Appendix A.

1.5.5 Post Award Conference/Periodic Progress Meetings: The contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings, the COR/KO will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.5.6 Contracting Officer Representative (COR):

Ashley Bess

Operational Energy Applications (J62BG)

8000 Jefferson Davis Hwy, Richmond, VA 23297-5002

Phone Number: (804) 651-8165

Email: Ashley.Bess@dla.mil

A letter of designation is issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.6.1 Contracting Officer Technical Representative (COTR): The COTR monitors all technical aspects of the contract and assists in contract administration. The COTR is authorized to perform the following functions:

- assure that the contractor performs the technical requirements of the contract
- perform inspections necessary in connection with contract performance
- maintain written and oral communications with the contractor concerning technical aspects of the contract issues written interpretations of technical requirements, including Government drawings, designs specifications
- monitor contractor performance and notify both the Contracting Officer and contractor of any deficiencies

1.5.7 Program Manager: The contractor shall provide a program manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the KO/COR/COTR. The performance manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.5.8 Identification of Contractor Employees: All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel that provide onsite support shall obtain Contractor Common Access Cards (CAC) in accordance with DLA Instruction 1000.13.

1.5.9 Personnel Training: The contractor shall furnish personnel fully trained on the FDS application capabilities and affected DLA business processes to complete all tasks in this PWS.

1.5.10 Language Requirements: Contractor personnel that communicate with the Government employees shall be able to speak fluently, read, write, and understand the English language including unique technical terminology required for the performance of these duties and functions.

1.5.11 Special Qualifications: INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (IN ACCORDANCE WITH DFARS CLAUSE 252.239-7001).

1.5.11.1: The contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. Contractor personnel supporting IA functions as described in Chapters 3, 4, 10, and 11 of DoD 8570.01-M shall be appropriately certified prior to being engaged. Additional mandatory training on local or system procedures may be provided by DLA Information Operations at Fort Belvoir. The Contracting Officer will ensure that contractor personnel are appropriately certified and provide verification to the Defense Eligibility Enrollment System (DEERS) or other appropriate Defense Manpower Data Center (DMDC) database: <https://www.dmdc.osd.mil>

1.5.11.2: Upon request by the Government, the contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

1.5.11.3 Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

1.5.11.4: All contractor personnel provided access to Information Systems shall observe local and host Automated Information Systems policies and procedures directed by the Information System Security Manager (ISSM) or Information System Security Officer (ISSO). All security ratings for this Performance Work Statement are Non-Critical Sensitive, ADP I or II. Contractor personnel under this Performance Work Statement require access to DoD classified facilities and access to secure Government locations where classified or sensitive data may be present, and require daily administrator-level access to sensitive DoD systems. To ensure proper clearances are maintained by contractor personnel assigned to this contract, contractor personnel performing services on Information Systems at specified locations must maintain a Secret Security Clearance. The contractor is responsible for staffing with personnel to cover sites that require a secret clearance for access and it shall be coordinated with the COR. These sites will be identified during the pre-site survey, the contractor must determine if an elevated clearance is required and deploy personnel that meet those requirements. A Department of Defense (DD) Form 254 identifying the need for access to classified and/or secure DoD facilities must be executed and maintained on file for the duration of this contract.

Part 2

Capability Requirements

2.1 Capabilities

The contractor will be required to perform tasks such as the following:

The contractor shall provide full lifecycle management support for the range of solutions and services stated below, which are necessary to meet requirements of this contract as related to DLA's DBS acquisition, development, sustainment, maintenance, and technical support. **The Module Requirements are explained in section 3.1 of this PWS.**

The contractor shall identify and document the application landscape, including applicable DLA standards.

The contractor shall evaluate DLA production, test, and staging environments in conjunction with DLA's contractors.

The contractor shall validate application technical architectures.

The contractor shall assist the Government in developing, updating and maintaining lifecycle support documentation which:

- i. Meet the Agency's Gold Documentation standard
- ii. Utilize the Agency's documentation templates
- iii. Identify the business requirement
- iv. Include Internal and External Interface requirements
- v. Include Information Assurance (IA) impacts/requirements
- vi. Include requirements for error handling or unexpected system/data conditions
- vii. Include System Resource Requirements (hardware impacts and performance considerations)
- viii. Document Training requirements
- ix. Permit Requirements Traceability
- x. Include analysis of required changes to other objects impacted by the change to the primary object
- xi. Address 508 compliance requirements

2.1.1 DODAF - The contractor shall assist the Government in developing, updating and maintaining Enterprise Architecture models commensurate with DOD Architecture Framework (DODAF).

2.1.2 WBS - The contractor shall participate in Work Breakdown Schedule (WBS) development and execution.

The contractor shall meet or exceed estimated completion dates for each assigned WBS task unless special circumstances approved by DLA project manager permit missing the completion date.

Delivery of these requirements is as follows, unless otherwise agreed upon by the Government designated COR.

- i. Baseline/BETA testing Delivery – 12 months from date of award
- ii. Production Delivery – 18 months from the date of award

2.1.3 Technical Specifications - The contractor shall assist the Government in updating and maintaining Technical Specifications (TS) which

- i. Meet the Agency's Gold Documentation standard
- ii. Utilize the Agency's documentation templates
- iii. Follow Standard Naming Conventions
- iv. Allow for proper testing
- v. Document design considerations
- vi. Document application or data base components
- vii. Document interface designs
- viii. Document requirements traceability
- ix. Address section 508 compliance requirements

2.1.4 Training - The contractor shall:

- i. Develop, document, maintain, manage, archive, and provide all training materials.
- ii. Provide system training to onsite personnel upon completion of upgrade, modification, etc.

2.2 Testing - The contractor shall:

- i. Perform initial component/module testing and implementation; upgrade and enhancement testing; capacity, interface and site expansions testing prior to go-live.
- ii. Perform performance, regression, stress, and integration testing, and document and report on the results with blank and completed versions of all test procedures executed.

- iii. Identify and resolve issues identified during testing.
- iv. Perform cybersecurity compliant scan results to include Web Inspect, ACAS, and SCAP
- v. Provide Administrator Manual outlining proper installation and configuration steps.
- vi. Provide Base Level Users Guide (BLUG), detailing each functionality within the application. Guide should include field level descriptions and highlight all features available.
- vii. Complete Function Specification (FS) and Technical Specification (TS) Gold Documentation for any new feature or subsequent Request for Change (RFC).
- viii. Provide Completed Risk Register for each delivery. Any risks related to installation, configuration or performance must be accompanied by Mitigation Strategy with Probability and Impact Assessments.

2.2.1 Test Plan - The contractor shall develop Test Plans which:

- i. Map to each requirement in the Government approved functional specifications
- ii. Include both positive and negative test conditions
- iii. Address error handling and atypical system/data conditions
- iv. Include performance stress testing as applicable

The contractor shall execute Required Tests (Unit, System, Functional, Interface, Regression, Performance, Integration and/or Interoperability and section 508 testing)

- i. Generate necessary test data and transactions in the test environments to exercise all applicable data values which enables execution of required tests.
- ii. Coordinate testing with selected end users in test environment as applicable

The contractor shall fully document the process required to integrate New/Revised Software Modules into the Production Environment.

- i. Correctly prepare migration documents, transport and installation instructions for migrating new code to the production environment
- ii. Resolve questions regarding transports in a timely manner

Technical Change Support - The contractor shall:

- i. Support implementation of additions and changes to user environment.
- ii. Provide and perform application performance measurement and reporting.
- iii. Provide release management, transport management, and configuration management support.
- iv. Provide administration support for the release management and configuration management tool

v. Update and maintain code using existing software suites, such as but not limited to Visual Basic, Java, Perl, HTTP, XML, and IBM Rationale, to support the release management and configuration management tool

Knowledge Warehouse - The contractor shall:

- i. Provide, support, maintain, update, and manage a knowledge management environment and a data archiving system that is consistent with the Enterprise Data Strategy, as applicable
- ii. A business warehouse, as applicable, and
- iii. Data standardization and modeling.

Technical Advisory - The contractor shall:

- i. Provide DLA assistance in the sizing of application components, usage, configurations, and technical support requirements.
- ii. Provide recommendations on appropriate hardware and interfaces, processes, and procedures.
- iii. Provide assistance in demand management planning and forecasting for future growth.
- iv. Provide quality assurance and security advisory services.
- v. Provide recommendations on scheduling product upgrades consistent with Technology Roadmap planning.
- vi. Identify COTS component incompatibilities and recommend solutions for seamless integration for technology upgrades and projects requiring technology upgrades.
- vii. Assist in evaluating customer requirements and assist in determining the best approach for fulfilling those requirements using core COTS functionality (instead of customization) to the largest extent possible.

Post-Production Support – The contractor shall:

- i. Ensure code changes were correctly installed 100 percent of the time
- ii. Perform post-maintenance window operational checkpoints in the production environment to verify continued system operations within the required time threshold
- iii. Participate in conference calls or meetings to address user questions as needed after migration of new/revised code
- iv. Develop and review solution alternatives, and perform impact analysis with customers and system users for fixes, enhancements and other changes
- v. Elicit customer requirements through facilitation sessions, joint application development sessions, or one-on-one meetings and interviews

- vi. Analyze operational problems, develop solutions and take corrective action as appropriate to ensure continued Automation Information System (AIS) operation. Assist specialists in analysis and corrective action. Assist with problem identification and resolution in existing applications by analyzing system processes, interrelationships, interfaces, and data
- vii. Coordinate RFC and problem solution deliveries with interface partners, to include, but not limited to DLA Transaction Services, DLA Logistics Information Services, Integrated Data Environment, other Enterprise Business System (EBS) Sustainment sites, and the EBS Build teams
- vii. Train additional contractor resources, without impact to other ongoing Sustainment activities/deliverables
- ix. Ensure that applicable updates to the Enterprise Architecture model are completed as required by current DLA policies

Environment Software Support: As required by the contract, the contractor shall perform the following tasks:

- i. Provide DLA project managers with estimated completion dates for each software development lifecycle phase to meet DLA deadline for completion of the WBS. Meet or complete before estimated completion dates for each assigned WBS task unless special circumstances approved by DLA project manager permit missing the completion date.
- ii. Prepare and/or assist in the preparation of New/Revised Software Modules into Production Environment
 - a. Correctly prepare migration documents, transport and installation instructions for migrating new code to the production environment.
 - b. Resolve overwrite and dependency checks for objects.
 - c. Resolve questions regarding transports in a timely manner.
- iii. **Review Technical Specifications**
 - a. Review how changes impact current Sustainment Environments
 - b. Identify and resolve application conflicts
- iv. **Provide Integration Support**
 - a. Establish sustainment environments (Development, System Test, Stage)
 - b. Review and update install documentation
 - c. Perform application installs in the sustainment environments
 - d. Assist with production installs
 - e. Support regression test activities (defects, problem tickets)

- f. Provide on-the-job training to other environment support team members
- v. **Provide Product Delivery Support**
 - a. Provide on-site implementation support
- vi. **Provide Post-Production Support**
 - a. Support post-maintenance window activities in the production environment
 - b. Validate transports and ensure code changes were correctly installed 100 percent of the time
 - c. Participate in conference calls or meetings to address user questions as needed after migration of new/revised code
- vii. **Provide documentation**
 - a. Produce and provide documentation as required to document component construction and maintenance
 - b. Document how-to aides, guides or manuals to support the migration fixes, code, patches, updates to application components/modules
 - c. Provide problem analysis, activity reports and white papers as required
- viii. **Provide Technical/Application Support**
 - a. Resolve technical/application related issues
 - b. Coordinate with system/database administrators to resolve Production & Sustainment operational issues
 - c. Respond to production issues and assist in initiating recovery or restart services
 - d. Recommend application performance improvements
 - e. Install security patches in the sustainment environments
 - f. Support sustainment environment refreshes, “hot packages”
 - g. Provide Root Cause Analysis (RCA) for problem situations impeding operations.
 - h. Support implementation of mandated security patches and configuration changes
 - i. Support and provide subject matter expertise for functionally driven sustainment support projects, technical must-do projects, new function and /or technology implementation projects
- ix. **Provide System Database Administration**
 - a. Install and upgrade the database server and application tools

- b. Perform database backups and restores
- c. Work with the application administrators to resolve database related problems
- d. Coordinate and assist production Database Administrators (DBAs) with database upgrades and changes
- e. Ensure compliance with database license agreements
- f. Perform database security hardening including quarterly patch installations
- g. Ensure that production databases have satisfactory performance and operational characteristics (including data integrity and security)
- h. Recommend shared data strategies
- i. Allocate system storage and assess and recommend future storage requirements for the database
- j. Review any development project deliverables at turnover that directly affect production database design implementation or performance (e.g., action diagrams)
- k. Assist the Government in establishing database standards
- l. Review needs for duplicate production data structures
- m. Perform stress-testing on databases (i.e., ensure adequate response time with larger databases and/or high hit rates on the tables)
- x. **Provide Application Database Administration**
 - a. Work with development team to install/configure applications
 - b. Resolve database related problems
 - c. Create primary objects (tables, views, indexes)
 - d. Modify primary objects, as necessary, from information given by the application developers
 - e. Enroll users and maintain system security
 - f. Control and monitor user access to the database
 - g. Monitor and optimize the performance of the database
 - h. Update and maintain database standards and conventions with respect to the application
 - i. Analyze impact of data changes
 - j. Resolve scheduling, operational and change control problems and procedures

- k. Assist developers in application performance tuning
- l. Provide database response and availability as needed to support database applications
- xi. **Transition Services** (Those services required to address impacts to operations due to relocation, deployment, and breakdown) - The contractor shall:
 - a. Provide transition services associated with the consolidation or divestiture of DoD and/or DLA workload or uninterrupted operations. Assist DLA in planning, preparing, and implementing any transition or change services.
 - b. Provide approved changes to DLA equipment, software, processes, and overall environment to support such consolidation or relocation.
 - c. Take into account economies of scale and other synergies between the acquired operations of DLA.

xii. **Platform Capability**

The software must be capable of utilization of a commercial, private cloud at a minimum, the software will be hosted in a cloud environment compatible with an Infrastructure as a Service (IaaS) deployment. The preferred solution is compatibility with Platform as a Service (PaaS) for both web/application layer and the database layer.

xiii. **IA Support**

a. **Overall IA Support**

The contractor shall review, coordinate, and recommend IA standards and protocols for cost effective application in accordance with the Department of Defense's (DOD) Defense in Depth (DID) strategies and supporting documentation as specified in the contract. The contractor shall ensure compliance with Federal, DOD and DLA information technology and security requirements, policies, procedures and standards as applicable. Any contract requirements involving IA support will require that all personnel have their DOD 8570 certifications as listed in DOD 8570 personnel qualifications. All contractor personnel filling those positions must be certified at the appropriate level, prior to performing work on the resultant contract.

b. **Certification and Accreditation Process Execution**

The contractor shall provide IA program support to DLA to ensure compliance with DOD and DLA IA policy. Contractor personnel performing under this contract will have extensive knowledge of the DOD Risk Management Framework (RMF). In addition, to support DLA's Federal Information Security Management Act (FISMA) reporting requirements, contractor program and project management personnel will possess an in-depth knowledge of general Certification and Accreditation principles as stated in the NIST 800-37 Risk Management Framework (RMF), and NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems and Organizations.

c. **Process Support** - The contractor shall provide support to include, but not be limited to:

- i. Recommend processes in accordance with the RMF
- ii. Participate in the process' activities
- iii. Document the results of those activities
- iv. Track the expiration of all Accreditation Decisions and the submission of RMF packages throughout the system's development lifecycle.
- v. Track incomplete RMF packages and completed accreditations (IATO & ATO) through the HQ DLA review and approval process until signed by the Designated Approving Authority (DAA).
- vi. Maintain status tracking and vulnerability information in the DLA approved status tracking tools.

d. **Analysis Support**

The contractor shall perform analyses to validate established security requirements and to recommend additional security requirements. This will include, but not be limited to:

- i. Analyze the RMF package, assess the adequacy of the required protective measures, assess residual risk, and provide support to DLA to determine the readiness of the system for accreditation.
- ii. Recommend, for detected vulnerabilities that could preclude accreditation, management, operational, or technical controls to include human procedures, software configuration parameters, system changes, or combinations thereof to mitigate the risk associated with the vulnerability.
- iii. Perform technical reviews of documented security certification results normally submitted in the RMF format to assess their completeness and identify system vulnerabilities and weaknesses.
- iv. Perform security Certification and Accreditation reviews, and verify and validate implementation of DODI 8500.2 controls based on the Mission Assurance Category (MAC) and data sensitivity levels.
- v. Verify compliance with NIST Special Publication 800-37 (RMF) and DLA policy requirements.
- vi. Analyze vulnerability scans and Security Readiness Review (SRR) results, STIG compliance and deficiencies of all forms identified during internal and external IA reviews. Contractor support personnel shall ensure that deficiencies and vulnerabilities are included in a Plan of Action and Milestones (POA&M) and are tracked until the Government has implemented adequate mitigation measures.

e. **Coordination Support** - As directed, the contractor will assist the Government to:

- i. Coordinate with or participate in meetings, with other Federal, DOD, and private/ industry organizations in support of the Certification and Accreditation efforts for the Programs under their purview.

- f. **Security Documentation Support** - The contractor will:
 - i. Document RMF packages, and provide accreditation recommendations that are supported by the identified vulnerabilities, weaknesses and status of packages
 - ii. As required, develop inputs for the update of policy, guides, handbooks, and training material on the DOD and Defense Logistics Agency Certification and Accreditation (DLA C&A) process, operating procedures and best practices
 - iii. The contractor will-Support DLA in its compliance assessment efforts by developing, implementing and operating an IA Control Validation (IACV) compliance assessment program. The evidence gathered and archived during these IACV assessments will be analyzed against the security findings detailed in the target system's C&A package to determine the level of adequateness with which the developed RMF packages are authored.

- g. **Information Technology Integration** - The contractor may be required to:
 - i. Provide technical support in developing and integrating IA Tools solutions, incorporating emerging technologies;
 - ii. Provide technical support in demonstrating technology and prepare and give briefings, and provide copies of the briefings,
 - iii. Produce technical reports describing the demonstrations. Information technology security is dynamically changing; therefore, an incremental strategy to securing DLA's Net Centric Environment is required.

Part 3

Module Requirements:

3.1 REAL-TIME INVENTORY VISIBILITY MONITORING REQUIREMENTS

The real-time inventory visibility monitoring capability gives users the ability to view on-hand tank and rolling stock inventories in real time in a user interface. The system must have the capability to generate reports displaying quantity and product variables and provide totals based on grade NSN. The Government defines real-time as relating to a system in which input data is processed within milliseconds so that it is available virtually immediately as feedback.

The system needs the capability to:

- a) Integrate with existing gauging and communication hardware to provide real time tank product information to a centralized monitoring user interface.
- b) Apply DLA Energy defined specific business rules to capture required variables to meet inventory reporting requirements and generate reports automatically at pre-configured times/intervals.
- c) Track historical information such as inventories at preconfigured times as well as system monitoring trends or analysis.
- d) Export inventory reports that can be imported into other DLA applications.
- e) Interface with external systems (shall be negotiated with the interface stakeholders to include the external system owner, J62 and Energy)
- f) Produce Reports
- g) Provide secure data transfer technology that meets DOD/DLA IT security standards
- h) User interface to view and manage on-hand inventories in real-time
- i) Accept imports from additional DLA systems and applications
- j) Provide graphics capabilities to allow users to create sitemaps, tank display, etc.
- k) Send preconfigured email content to applicable users once inventories reach critical levels.
- l) Provide ability to track movements between assets.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General: Except for those items specifically stated to be Government furnished in Part 5, the contractor shall furnish everything required to perform tasks supporting this PWS.

4.2 Equipment: Computer equipment, to include network hardware, computers (desktop, laptop, and server), CAC readers, printers, and software intended for use in a contractor facility shall be furnished by the contractor. Contractor must have, and independently maintain, the right to use current versions of the FDS application product in sufficient quantity to meet all support requirements of the solicited services.

4.3 Services: The contractor shall prepare necessary documentation for contractor personnel to receive CAC cards and DLA Email/LAN access. Contractor shall retrieve access cards from terminated personnel with duties in support of this PWS and return them to the COR/COTR within one working day of termination as required by DLA SOP J72.001 Contractor Common Access Card (CAC) Issuance and Accountability Process for DLA Contracts. .

4.4 Utilities: Contractor shall provide all utilities used in the performance of duties outlined in this PWS for personnel located in contractor facilities.

4.5 Facilities: Shall be provided by contractor.

4.6 Contractor Alternate Worksite Authorization: The contractor shall provide its own worksite under the subject contract. A contract authorization for an alternate worksite must be obtained from the Contracting Officer. If authorization is given, the Contracting Officer shall state when the contractor can begin working at the alternate worksite, and indicate whether some or all of the contractor employees will be impacted by the authorization. Existing contract performance outcomes/ metrics, deliverables and all contract terms and conditions will remain in effect except for the principal place of performance. The contractor must have an approved Corporate Alternate Worksite plan on file with the COR/COTR and Contracting Officer prior to any work being performed at the contractors alternate worksite

Working at an alternate worksite shall only be authorized if the Contracting Officer can adequately determine that the following conditions exist for the contractor:

4.6.1 Organizational Need: There must be a predefined need, in keeping with the organization's mission, for the contractor to work at an alternate worksite. For example, in case of inclement weather or Federal Government closure, contractor employees may be authorized to perform tasks under this contract from their alternate worksite.

4.6.2 Remote Access: If the contractor needs remote access to DLA or DoD networks, systems, applications, or databases, the contractor shall establish remote access through the DLA approved remote access system using contractor Furnished Equipment (CFE) that meets the DLA IA computer standards specified in paragraph 4.8, Contractor Alternate Worksite Remote Access Requirements.

4.6.3 Status Reporting: The contractor shall provide the COR/COTR a monthly status report summarizing any issues encountered in meeting contract performance outcomes/metrics due to the change in location to the alternate worksite. The report must be provided within 5 days from the date the

contractor begins working at the alternate worksite and be included in the monthly status report as a separate item.

4.7 Contractor Contingency of Operations Plan (COOP) Alternate Worksite Authorization: The contractor may be authorized to perform tasks under this contract at a contractor alternate worksite, upon declaration of a COOP or Pandemic situation by the Director of the Defense Logistics Agency.

4.7.1 COOP Place of Performance: The principal place of performance is the contractor facilities as outlined in this PWS.

4.7.2 GFE at Alternate Worksites: The Government will not issue Government Furnished Equipment (GFE) for performance of this contract at a contractor alternate worksite. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the contractor's implementation of an alternative worksite plan.

4.7.3 CFE at Alternate Worksites: The contractor shall use Contractor Furnished Equipment (CFE) that meets the DLA Government Furnished Equipment (GFE) Information Assurance (IA) approved computer standards for access to DLA networks, systems, and databases to perform the tasks of this PWS from an approved contractor alternate worksite, as specified in paragraph 4.8, Contractor Alternate Worksite Remote Access Requirements.

4.7.4 COOP or Pandemic: Alternate worksites may be authorized by the Contracting Officer, upon declaration of a COOP or Pandemic situation by the DLA Director. An alternative worksite can be a contractor facility, personal residence, or a telecommuting center. A telecommuting center is a geographically convenient office setting established as an alternative to an employee's main office, or residence.

4.7.5 Terms: Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect.

4.8 Contractor Alternate Worksite Remote Access Requirements: The contractor shall ensure that all CFE (hardware and software) employed to access DLA networks, systems, applications, and databases meet the following minimum DLA IA requirements and provide periodic certification of compliance as a pre-requisite to being granted network access.

4.8.1 Operating System Requirements: Utilize only those operating systems (OS) capable of joining an Active Directory domain (e.g., Windows 10 Professional). Employment of "home use" operating systems is prohibited on DLA owned laptops, workstations and servers.

4.9 Application Configuration: Operating systems, databases, and applications must be configured for compliance with the Defense Information Systems Agency (DISA) Gold Disk and the applicable Security Technical Implementation Guides (STIGs) / checklists. The DLA Information System Security Manager (ISSM) will provide a listing of applicable STIGS upon request.

4.9.1 Anti-Virus Applications: DoD approved Anti-virus and Anti-Spyware software must be installed and signatures must be updated in accordance with DLA IA policy. Updates must be pushed from a trusted source using a centrally managed server.

4.9.2 Firewall Requirements: Install a DoD approved PC-based firewall configured to permit traffic by exception only, and dropping all other traffic. If the host-based firewall provides intrusion detection or prevention; the signatures or rules must be updated at the same intervals as the anti-virus software and pushed from a trusted source.

4.9.3 Network Scans: Computers must be scanned by the contractor with the appropriate DLA vulnerability scanner (or current approved DoD scanner solution) at a minimum of every 30 days. All vulnerabilities must be remediated and reported to the cognizant ISSM.

4.9.4 Compliance verification: Contractor shall verify compliance with the above requirements and provide this information on a monthly basis to the ISSM and COR/COTR.

4.9.5 Remote Access Clients: Contractor shall install Government approved Juniper VPN or CITRIX clients from a trusted source.

4.9.6 Network Group Membership: The contractor shall coordinate with the cognizant DLA IAM for establishment of employee Active Directory (AD) Group membership.

4.9.7 System Access: Network access accounts for contractors using CFE who have not had verified scans performed within the past 30 days will be disabled until the required scans and remediation is performed.

4.9.8 Full Disk Encryption: Employ DoD approved disk encryption software on all mobile computing devices and removable storage media. Product must be National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 140-2 compliant and National Information Assurance Partnership NIAP certified.

4.9.9 Financial Liability: The Government is not responsible for any costs associated with meeting the above requirements.

4.9.10 Physical Security: The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secure

Part 5

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

5.1 General: The Government shall provide, equipment, materials, and/or services listed below.

5.2 Equipment: The Government shall provide Government Furnished Equipment (GFE) including, but not limited to, Computers (laptops, workstations and servers), for contractors located at FDS sites or those requiring Administrator access to servers located in DISA facilities. The contractor shall comply with the terms and conditions of software licenses provided with Government furnished software installed on GFE. Computers connected to the Government-provided local area network can be GFE or provided by contractor. The Government property issued is to be returned to the Government upon completion or termination of this order.

5.3 Services: The COR/COTR will verify proper documentation is accomplished by contractor personnel to receive any required access cards and CAC in accordance with local building access policies.

5.4 Utilities: All GFE provided will be available for the contractor's use in performance of duties outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

5.5 Facilities: At the Government's discretion, the Government shall reserve a location at either the HQ or Lorton facilities for up to two (2) members of the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

5.6 Government Furnished Equipment (GFE) Life Cycle Management: DLA GFE will be acquired by OEA and managed by the contractor under this PWS. The contractor shall be responsible for the full range of GFE management from initial receipt through the final disposition, to include reporting any documentation by the appropriate Responsible Officer. Current GFE status will be documented on the Monthly GFE Accountability Report, which will include providing baseline equipment specifications, receipt, storage, inventory, configuration, current location, shipment, and final disposition of assets. The COR/COTR shall approve all completed GFE life-cycle records prior to closure by the contractor.

Unaccounted for, lost, or damaged GFE shall be reported to the COR/COTR and Contracting Officer

5.7 Management of GFE Receipts, Inventory, and Shipments: Upon receipt, the contractor shall maintain accountability of all GFE and store it in their facility until issue to the end user community. After Government direction to issue new or replacement GFE, the contractor shall coordinate with the Government and military service representatives to determine the correct hardware configuration (e.g., backup media, modem, third-party hardware keys, etc.) and the correct software required for the specific site.

Pre-configured FDS client and server computers shall be tested prior to shipment and the results documented.

Shipments shall be by the most expeditious traceable means at contractor expense. The contractor shall ship GFE at the lowest cost, consistent with security concerns and delivery timeframes. Equipment shall be tracked while en-route from the contractor's warehouse storage facility until it reached its final

destination. Proof of delivery and tracking information shall be maintained when it is available from the shipping agent. To validate that the correct requestor has received the shipped equipment, the contractor's field staff will perform a physical verification during the next site visit. If there is a discrepancy in the type of equipment at the site from the physical review, that information shall be used to update the database of all GFE issued to the contractor, including GFE issued to perform various tasks.

In the event of a transition to a new contractor, GFE stored by the incumbent must be transferred into the custody of the new contractor within 30 days of contract award, with packing and shipping expenses for this shipment to be borne by the new contractor. GFE associated with all field sites documented in the contractor database must be fully accounted for within this 30-day transition period, with all required reports of survey for missing items to be completed by the incumbent prior to final transition of equipment responsibility to the new contractor.

When out-of-warranty or broken equipment is replaced, the new equipment shall be tracked and the old equipment shall be annotated as awaiting disposition. When received, the contractor shall provide a copy of the site's turn-in documentation verifying that equipment was disposed of in accordance with the DLA policy. Further guidance and clarification can be found at <https://dla.deps.mil/dod/dla/dlaenergy/sitepages/home.aspx>.

The contractor shall maintain a copy of the turn-in documentation and shall update the inventory database to reflect the status of disposed equipment at the nearest Defense Reutilization and Marketing Service (DRMS).

PART 6

DEPLOYMENT / MAINTENANCE

6.1 Basic Services: The contractor shall provide Deployment, Operational and Field Site Support services to for the FDS application. The contractor shall be responsible for all FDS application deployments, reconciliations, and field training activities in support of DLA Energy supply chain management. The contractor shall manage the FDS fielding effort and equipment inventory to support deployment activities; maintain and configure hardware; obtain hardware warranties and extensions on behalf of the Government; supervise field hardware engineers and field trainers installing systems; and maintain documentation on base level equipment installed, configurations and site specific schematics.

Deployment shall be performed at locations in accordance with the Deployments, Operational and Field Site Support Schedule as approved by the Government.

The contractor shall:

- coordinate local LAN requirements with Information Operations IA and local Installation Control Points, Service level communications Headquarters, Base level communications organizations, and Base level stock points
- have a general understanding of how all levels of communications tie into one another
- troubleshoot FDS communications problems back to the source of failure

The contractor shall also be responsible for identifying problems to the COR/COTR and Contracting Officer when there are scheduling conflicts related to field deployments in the areas of interfacing applications within the DLA fuel Program suite for the following applications; EPOS, ATG, AFSS, and other external communications interfaces with applicable contractors. These items shall be addressed by the contractor representative in the scheduled deployment meetings in order to ensure Government funds are expended wisely.

The contractor's field support staff shall assist the base level activities in resolving accounting problems to support the capitalization and system transition from development to the production processing. This includes the resolution of transaction rejects and processing errors at the Base level through EBS. The contractor's field staff shall assist base-level users in coordination with the responsible DLA Energy BU's in clearing their accounts and eliminating the backlog of un-reconciled accounts to facilitate accurate processing to the EBS.

6.2 Deployment Schedule: The contractor shall maintain the Deployment Schedule and shall update scheduled deployment activities on a continuous basis and as approved by the Government. The contractor shall provide a copy of the schedule to the COR/COTR, and identified attendees at the weekly Deployments and Scheduling Meeting.

6.3 Field Training: The contractor shall provide initial start-up training on the use of the software installed, including uploading capability for transaction data. Field training consists of, but is not limited to, hands-on training of the following areas:

- Configuration of GFE and joining it to the local network
- FDS (application) configuration
- Site back-up procedures
- Overview of DLA Policy and Procedures

- Administrator training to include Application Administrator functions, Operating System Administrator functions, Site Responsibility Checklist and Controls, and leaving a copy of the Risk Management Framework (RMF) appendices with the Site Administrator
- Any changes made to ensure DLA Defense Information Systems Agency (DISA) Platinum Image Verifying any site Global Policy (GPO) changes
- Verifying Quality Surveillance Files

The on-site field training is a responsive task that addresses user issues.

6.4 Training Products: When providing field training the contractor shall use the current version of all government-sponsored training products, such as Plans of Instruction (POIs), Lesson Plans and training aids. As required, the field training staff shall provide the Government with corrections to these training products based on issues encountered and annotated in the field. Updates shall ensure the consistency of training products utilized in both field and formal training. Suggested modifications to course curricula and materials shall be provided to the Government for incorporation into formal training.

6.5 Development and Maintenance of Training Products: The contractor shall provide input to the development and maintenance of training products used in the training of the following applications and other applicable EBS interfaces: FDS, AFSS, EPOSD, ATG, Service unique applications (as directed), and Resource Management (as directed) by the COR/COTR.

6.6 FDS Base-Level Software: When directed by the Government, the contractor shall reproduce and ship base level software to Government authorized users. Examples of software include, but are not limited to, FDS and current DLA Energy specific software required to support fuels operations. In addition, when directed, the contractor shall provide selected firmware/software upgrades to third-party equipment currently utilized.

6.7 System Backup Files: Whenever a software installation is performed at a site, the contractor shall retain a backup copy of the database. If the system fails in the field, the contractor's field representative shall have this backup at their disposal in order to restore the system. In the event a system is upgraded or modified after the initial installation, the field representative shall complete a backup of the new system on site and transmit the file to the contractor's facility for retention. All back-ups shall be accomplished IAW DLA Energy P-3 Document/Data Control and Retention. The contractor is restricted from using the backup files for any other purpose than to restore the system should that need arise. Further guidance and clarification can be found <https://dla.deps.mil/>.

6.10 Follow-On Base Level Support: The contractor shall provide follow-on base-level support on the use of the base-level hardware and software installed, providing further instruction on system configuration, utilization, and DLA policies and procedures via the Help Desk.

6.11 Operational Support

6.11.1 Beta Testing: The contractor shall assist with the onsite documentation and performance of Beta testing as directed by COR/COTR.

6.11.2 Quality Spot Checks: The contractor shall perform quality spot checks on deployed system databases as required by the COR/COTR.

6.11.3 Functional Acceptance Testing: The contractor shall support technical and functional acceptance testing at the direction of the COR/COTR.

6.11.4 Database and Application Management: Contractor shall perform Database and Application management of FDS in the Test and Development, COOP, Training, and Operational environments. Contractor will also perform database and application management for the contractor developed system to maintain documentation on base level equipment installed, configurations and site-specific schematics.

6.11.5 Testing: The testing aspect for this PWS shall encompass script requests, Incidents (INCs) and RFCs. The contractor shall test and validate System Verification and Validation Plans, System Test Cases, System Test Reports, and the execution of automated and manual Test Scripts.

6.11.6 RMF Documentation: The contractor shall assist Information Operations at Fort Belvoir (J62BG) with RMF documentation and testing efforts associated with the certification, test development, testing, and accreditation process. With respect to deliverable applications and new releases, the contractor shall support DLA Information Operations at Fort Belvoir in its implementation of DoDI 8500.2 and National Institute of Standards and Technology (NIST) Special Publication 800-37 and 800-53 requirements. Such support shall include developing and documenting an information assurance system security plan, participating in reviews and product tests, responding to Government inquiries. Other actions that may be reasonably necessary for the FDS to maintain its Authority to operate for the delivered application in accordance with the policies set forth in *DoDI 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT)* <https://iase.disa.mil/>

The technical knowledge and expertise associated with these IA directives necessitates direct communications and technical assistance with DoD Agencies, all Military Services, primary Network Administrators, to include the DLA Information Operations IA, as well as the base-level network administrators and IA staff. This effort is in support of interfaces, communications, and security settings that dynamically change based upon the most current defined vulnerabilities and at the direction of DLA Information Operations COR/COTR.

6.12 Contractor Deliverables: The general tasks and required delivery dates for FDS Deployment, Field Training and Follow-on Base Level Support are as follows:

6.12.1 Quality Surveillance Reporting Provide Quality Surveillance reports on deployed systems on a reoccurring basis as determined by the COR/COTR.

6.12.2 Quality Assurance Analysis Reporting: Provide Quality Assurance Analysis reports on base-level applications as determined by the COR/COTR.

6.12.3 Field Training: Conduct FDS Deployment Field Training and Base Level Follow-On Support

6.12.4 Deployments Schedule: Maintain updated FDS Deployment Schedule as required by the Government. To be provided on a weekly basis at the deployment meeting. The travel portion formatted in Adobe Acrobat PDF supplied to the Deployment and Scheduling Manager and COR/COTR.

6.12.5 Training Product Updates: Provide Update to Training Products as required by COR/COTR in Adobe Acrobat PDF to Deployment and Scheduling Manager and COR/COTR.

6.12.6 Report of Accountability: The contractor shall produce an Equipment Accountability Report, 10 working days after the end of the month, which shall identify all GFE equipment sent to FDS sites. The report shall identify the name of the site, the type of equipment sent, serial number if applicable, date of shipment and any shipping tracking numbers.

6.12.7 Training Support Package (TSP): The contractor shall provide TSPs to the schedule manager for approval at least two weeks prior to implementation of initial or follow-on training visits or as early as possible on short-notice requirements.

6.12.8 Travel Plan: The contractor shall provide to the COR/COTR a comprehensive travel plan that shall effectively support FDS requirements as determined by the Government and approved Deployment and Implementation Plan. Commercial automobile travel shall be utilized to the maximum extent practicable. The travel plan shall include anticipated travel locations per month and shall be updated and reported to the COR/COTR as changes are affected. This travel plan shall serve as the contractor's FDS deployment schedule that shall list projected deployment dates for each site.

6.12.9 Trip Report: The contractor shall post a trip report to the "R" Drive detailing all Deployment and Field Training activities 10 days following the completion of the provided support. The report shall include: number of deployments and field training support events; number by category of users or trainees; breakdown of trainer and product development/maintenance days (to include training, training preparation, training development, product development/maintenance, other support and travel); and special reports as required.

6.12.10 Training Evaluation Report: The contractor shall provide to the COR/COTR the student training evaluation reports that detail the effectiveness of the training support provided at the deployment site.

6.12.11 Consolidated Weekly Progress Report: The contractor shall provide to the COR/COTR a consolidated weekly report detailing activities of contractors in support of the FDS deployment, operational and onsite support. The weekly report shall include consolidation of activities for the Deployment, Training, and Applications Programming staff.

6.12.12 Monthly Financial Report: The contractor shall provide to the COR/COTR a monthly financial report detailing specific travel costs as approved by Information Operations. The report shall provide costs in the category of Travel. All supporting documentation required to substantiate monthly travel costs shall be provided.

6.12.13 Quality Control Plan (QCP): The contractor's QCP is the means by which he assures himself that his work complies with the requirements of the contract. The contractor shall develop and maintain an effective QCP to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor shall develop quality control procedures that address the areas identified in Appendix B. Any proposed changes to the QCP must be submitted in writing to the COR/COTR. Once accepted by the COR/COTR, any proposed changes to the QCP must be submitted to the COR/COTR for review and approval. Any proposed changes must not be implemented until approval is received from the COR/COTR.

6.13 Software Maintenance: These services shall support efforts required to sustain interfaces or file extensions between FDS to include, but not limited to, Automated Fuels Service Stations (AFSS), Mobile Automated Fuels Service Stations (MAFSS), Material Financial Control System (MFCS), Electronic Point of Sale (EPoS) system, Automotive Information Module (AIM2) and Aerial In-Flight Refueling System (AIRS).

6.13.1 Software Maintenance support will be provided for FDS, to include all required and accredited software, configurations and interfaces.

6.13.2 The contractor shall work as part of an integrated team with Government personnel and other Government contractors supporting these applications and emerging systems sustainment.

6.13.3 The contractor shall provide Subject Matter Experts (SMEs) on an as-needed basis in support of product and business integration.

The contractor's Software Requirements Description support shall provide for FDS and any new version releases and upgrades delivered during the performance period.

The contractor shall support all activities in response to requests received through IT Governance or assistance requests from ASG Manager.

6.13.4 The contractor will be required to coordinate and work with DLA personnel, DISA, and Military Services Local Area Network (LAN) Administrators and other support activities involved with system capability, connectivity, configuration, and access problem issues. The contractor shall document each problem including description of the problem and its resolution, in accordance with the ASG SOP.

6.13.5 The contractor shall provide software deliverables or scripts in response to Help Desk tickets representing Incidents (INC). INC and scripts are included in the scope of the firm fixed price portion of the statement of work. Software deliverables will contain detailed Delivery Release Notes, System Verification and Validation Plans, System Test Cases, System Test Reports.

6.13.6 The contractor shall provide application documentation and support as required to support the RMF process as it pertains to its applications.

6.14 Program Changes: The contractor shall identify requirements for backporting, retrofitting, and modifications. Backporting is the process of creating and applying patches for older generations of software. Retrofitting is the process of creating and installing new software to perform functions that were not initially offered in the previous edition. Modifications are changes to current software functionality including system capabilities, specific interfaces, reports, installation programs, and utility programs. Development efforts associated with backporting, retrofitting and modification will be accomplished under separate modification to this contract. This applies to any change to the programming that is not part of the licensed software.

6.14.1 The contractor shall verify and validate problems reported in an INC and/or the need for a RFC.

6.14.2 The contractor shall perform analysis and design as necessary to correct a problem reported through IT Governance. The contractor shall adhere to the Government's configuration management process as established by DLA. The contractor shall also be responsible for utilizing the Enterprise

Change Request Tool (ECRT) or any future versions of tracking tools prescribed by DLA to maintain compliance with Gold Standard Documentation requirements.

The contractor shall also be responsible for utilizing the DLA ECRT tool or any future versions of tracking tools to provide status update on all RFCs/INCs to be in compliance with Gold Standard Documentation.

6.14.3 The contractor shall comply with all policies and procedures related to the IT Governance process and shall document all efforts of the INC and RFC processes through the ECRT system.

6.14.4 The contractor shall provide the Government with a completed LOE and detailed design document for all RFCs.

6.14.5 The contractor shall provide schedule estimates, test plans, and software fixes as required by the COR/COTR.

6.14.6 The contractor shall provide the necessary controls and data gathering capability to assemble, verify, and validate requirements for various ongoing FDS development efforts. The contractor shall provide the direct quality assurance support for FDS in support of system capabilities and interfaces with EBS.

6.15 Testing: The contractor shall provide testing support for FDS system capabilities and interfaces. Testing is composed of recurring tests of the systems operating as designed and the test of programming changes (INCs and RFCs) to ensure that the desired outcome is achieved.

6.15.1 The contractor shall provide through the IT governance process an estimate and schedule for each request requiring a testing effort to the COR/COTR. These requests shall verify and, if applicable, resolve identified problems with the deployed version(s) of FDS. The contractor shall utilize the DLA authorized tools, data structure guidelines and procedural processes necessary to support the production environment.

6.15.2 The contractor shall conduct ongoing testing to verify correct systems operation with current operating system patches, service packs, and version releases in affect at the time of delivery to the Government.

6.15.3 The contractor shall, at the discretion of the Government, provide on-site assistance in support of Beta testing efforts.

6.15.4 The contractor shall execute testing as required to demonstrate application compliance with DODI 8500.01 and DODI 8580.1.

6.15.5 Prior to delivery, the contractor shall perform regression and integration tests for all deliverables to ensure continuity of capabilities, including interfaces and other customizations. Results of these tests shall be included in the deliverable package for all hotfixes and RFCs.

6.16 Configuration Management: The contractor shall conduct Configuration Management for all scripts, INCs, and RFCs utilizing ECRT. The contractor shall update and track all development efforts by submission, review, Level of Effort (LOE), funding, approval & delivery, as well as the testing and to applying to enhancement to test, training, and production environments.

6.16.1 The contractor shall create, maintain, and post technical documentation and revisions for FDS into eMASS and ECRT as approved by the COR/COTR. The contractor shall respond to user issues/problems and update technical documentation as required when appropriate as part of the issue resolution cycle.

6.16.2 The contractor shall provide the necessary controls and data gathering capabilities to assemble, verify, and validate requirements for various ongoing FDS integration efforts as directed by the COR/COTR.

6.17 Secure Coding:

6.17.1 All systems requiring the development of custom software will use a secure coding standard for each selected programming language that incorporates application security principles to promote secure programming practices.

6.17.2 The Software Development Plan will describe how the secure coding standard is integrated into the development process.

6.17.3 Test and evaluation of software will include validation of compliance with the secure coding standard in the Software Test Plan using static analysis tools and manual reviews.

6.18 Commercial Support and Licensing:

6.18.1 Contractor shall provide commercial support for FDS. Commercial support for FDS will include, but is not limited to:

Maintenance of application capabilities provided under commercial license;

Development support for all major bug fixes within FDS; and

Test support for all items listed under this commercial support prior to delivery to the Government.

PART 7

DEFINITIONS & ACRONYMS

AFHE – Automated Fuel Handling Equipment

AFSS – Automated Fuels Service Station

ASG – Application Support Group

ATG – Automated Tank Gauging

CAC – Common Access Card

CCE – Contracting Center of Excellence

CFE – Contractor Furnished Equipment

CLIN – Contract Line Item Number

CM – Configuration Management

COOP – Contingency of Operations Plan

COR – Contracting Officer Representative

COTR – Contracting Officer Technical Representative

DBA – Database Administrator

DAAS – Defense Automated Addressing System

DISA – Defense Information Systems Agency

DLA – Defense Logistics Agency

DFAS – Defense Finance Accounting System

DFAMS – Defense Fuels Automated Management System

DFSP – Defense Fuels Supply Point

DoDAAC – Department of Defense Activity Accounting Code

DWCF – Defense Working Capital Fund

EBS – Enterprise Business System

EPoS – Electronic Point of Sale device

FASTracker – Web Repository for Tracking Base Level Information

FM – Fuels Manager Inventory Management System

FMD – FuelsManager® Defense

FDS – Fuel Depot System

FMDE – FuelsManager® Defense Enterprise

GFE – Government Furnished Equipment

IA – Information Assurance

IAS – Independent Alarm System

INC - Incident

IT – Information Technology

KO – Contracting Officer

LAN – Local Area Network

LOE – Level of Effort

MAC – Mission Assurance Category

MAFSS – Mobile Automated Fuels Service Station

MI – Management Information

PWS – Performance Work Statement

RFC – Request for Quote

RMF – Risk Management Framework

SA – System Administrator

SCP – Service Control Point

SME – Subject Matter Expert

TS – Transaction Services

Contracting Officer Representative (COR) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

Contracting Officer Technical Representative (COTR) - A representative from the requiring activity assigned by the Contracting Officer to monitor all technical aspects of the contract and assists in contract administration.

Defective Service - A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance - Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement.

PART 8

APPLICABLE PUBLICATIONS LINKS

Publications applicable to this PWS are listed below:

Contracting Officer's Guide for Theater Business Clearance Iraq-Afghanistan, dated 4 December 2010: <https://www.acq.osd.mil>. CAC registration is required prior to accessing the link.

Contracting Officer's Guide for Theater Business Clearance Kuwait, dated 4 December 2010: <https://www.acq.osd.mil>. CAC registration is required prior to accessing the link.

Department of Defense Directive 4140.25 (latest edition), DoD Management of Bulk Petroleum Products, Natural Gas, and Coal: <http://www.esd.whs.mil/>

Department of Defense Directive 8320.02 (Data Sharing in A Net-Centric Department of Defense): [DoDI 8320.02](#)

Department of Defense Directive 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT), dated 24, May 2016: [RMF](#)

Contracting Officer's (COs) Guide for Theater Business Clearance Afghanistan, dated August 2018: [https://www.jccs.gov/olvr/userguides/TBC Contracting Officers' Guide - Aghanistan.docx](https://www.jccs.gov/olvr/userguides/TBC%20Contracting%20Officers'%20Guide%20-%20Aghanistan.docx)

Department of Defense Instruction 6205.4 (latest Edition), Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense: <http://www.esd.whs.mil/>

Department of Defense Directive 8140.01(latest edition), Cyberspace Workforce Management: <https://www.nist.gov/>

Department of Defense Instruction 8320.02 (latest edition), Sharing Data, Information, and Information Technology (IT) Services in the Department of Defense: <https://www.hsdl.org/>

Department of Defense Directive 8500.01 (latest edition), Cybersecurity: <https://iase.disa.mil/>

Department of Defense 8570.01-M (latest edition), Information Assurance Workforce Improvement Program: <https://iase.disa.mil/>

DLA Energy Interim Policy and Procedural Guidance, DLA Energy web page: <http://www.dla.mil/>

Procedures, Guidance and Information (PGI) 225-3, Contracts Performed outside the United States, dated May 30, 2018: <https://www.fdic.gov/>

Section 508: [section 508](#)

United States Forces Korea (USFK) Regulation 700-19, The Invited Contractor and Technical Representative Program: <http://8tharmy.korea.army.mil/>

APPENDIX A

EMPLOYEE CONFIDENTIALITY NON-DISCLOSURE OF NON-PUBLIC INFORMATION

I, _____, the undersigned, employed by _____, supporting requirements with the Defense Logistics Agency (DLA), and the Defense Logistics Agency Energy (DLA Energy), a field activity of DLA under Contract number _____, certify that I SHALL:

NOT SEEK access to nonpublic information beyond what is required for performance of the contract. Nonpublic information is information that I gain in performance under this contract and that I know or reasonably should know has not been made available to the general public. It includes information that I know or reasonably should know: (1) is routinely exempt from disclosure under 5 U.S.C. 552 or otherwise protected from disclosure by statute, Executive order or regulation; (2) is designated as confidential by DLA Energy or any other Government agency; or (3) has not actually been disseminated to the general public and is not authorized to be made available to the public on request,

ENSURE that my identity as a contractor employee is known when seeking access to and receiving nonpublic information from Government employees, members of the general public or other contractors/offers,

NOT USE or disclose such information for any purpose other than providing contract support services under the contract or disclose the information for any personal or other commercial purpose,

ADVISE the Contracting Officer in writing as soon as possible if I become aware of any improper release or disclosure of nonpublic information,

AGREE to return any nonpublic information given to me during contract performance, including all copies, upon completion of each assignment, and

RECOGNIZE that release or disclosure of nonpublic information is in violation of this Agreement and that contractual actions, as well as civil or criminal remedies authorized by law, are applicable to both me and the contractor for unauthorized use or release of nonpublic information.

Failure to submit the statement described above shall preclude my working on the subject contract.

SIGNED: _____ DATE: _____

APPENDIX B

PERFORMANCE STANDARDS

The contractor service requirements (with the exception of 5.11, 5.12, and 5.13) are summarized below into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE REQUIREMENTS SUMMARY MATRIX				
Performance Objective	Performance Standard (Acceptable Quality Level – AQL)	Minimum Acceptable Quality Level (MAQL)	Monitoring Method	Disincentive
6.1 – Application Deployment, Operational and Field Site Support # 1 Performance Standard	100 %	90% of approved On-Site Support Problem Tickets and Application Deployments shall be completed within the scheduled estimate.	Weekly review of trouble tickets and comparison of approved deployments schedule with actual performance.	At the end of the month, if performance was below the minimum MAQL, 1% of that period’s <u>total</u> payments will be withheld.
6.2 – Follow-On Base Level Support # 2 Performance Standard	100%	95% of site entries in the FDS database must contain data that matches the current site configuration data 100%, as validated by the most recent site visit.	Weekly review of trouble tickets and comparison of approved deployments schedule with actual database update performance.	At the end of the month, if performance was below the minimum MAQL, 1% of that period’s <u>total</u> payments will be withheld.
6.2 – FDS Deployment Schedule # 7 Performance Standard	100 %	95% of Deployments Schedule Reports shall be on time and contain sufficient detail of ongoing activities that Program Manager can monitor cost, schedule, and performance with no surprises.	Weekly review of Deployments Schedule.	At the end of the month, if performance was below the minimum MAQL, 1% of that period’s <u>total</u> payments will be withheld.

6.3 – Field Training # 3 Performance Standard	100 %	95% of approved On-Site Field Training Tickets shall be completed within the scheduled estimate.	Weekly review of trouble tickets and comparison of approved deployments schedule with actual performance.	If performance is below the minimum MAQL, 2% of that period's payment will be withheld from the current period's payment.
6.4 – Training Products # 4 Performance Standard	100 %	100% of training products shall be tailored to teach the current software version and new field training inputs will be documented.	Quarterly audit of field training trouble tickets for updated field training inputs.	If performance is below the minimum MAQL, 2% of that period's payment will be withheld from the current period's payment.
6.5 – Development and Maintenance of Training Products # 5 Performance Standard	100%	100% of field training products shall be tailored to teach the current software version and documented field training inputs.	Audit of updated training course materials upon initial delivery of updated software.	If performance is below the minimum MAQL, 2% of that period's payment will be withheld from the current period's payment.
6.6 – FDS Base-Level Software # 6 Performance Standard	100%	100% of the base level fuels locations worldwide must have physical copies of the current version of the FDS software deployed to their location shipped to them when the Government directs a shipment. Note: media shipment must be documented, but contractor is not held responsible for subsequent media losses at field locations.	Review of shipping records.	If performance is below the minimum MAQL, 5% of that period's payment will be withheld from the current period's payment.
6.7 – System Backup Files # 7 Performance Standard	100%	99% of all field sites must have a backup on file that either coincides with or is more recent than the previous field visit to that site. No more than six field sites	Weekly review of on-site trouble tickets and deployments schedule to validate backup procedure compliance.	At the end of the month, if performance was below the minimum MAQL, 1% of that period's <u>total</u> payments will be withheld.

		may have non-current backups at any time to meet this requirement.		
5.6 – Government Furnished Equipment (GFE) Life Cycle Management # 8 Performance Standard	100%	100% of accountable GFE must be accounted for by annotated location and status or via initiated Report of Survey documentation.	Review of work order reports and the Monthly GFE Accountability Report as delivered to COR/COTR and posted on the “R” drive.	If performance is below the minimum MAQL, 1% of that period’s payment will be withheld from the current period’s payment.
5.7 – Management of GFE Receipts, Inventory, and Shipments # 9 Performance Standard	100%	100% of accountable GFE must be accounted for by annotated location and status or via initiated Report of Survey documentation from initial receipt, through deployment, and until final disposition.	Review of work order reports and the Monthly GFE Accountability Report as delivered to COR/COTR and posted on the “R” drive.	If performance is below the minimum MAQL, 1% of that period’s payment will be withheld from the current period’s payment.
5.7 – GFE Hardware Warranties # 10 Performance Standard	100%	95% of entries in the Monthly GFE Accountability Report must record the current warranty status of the item.	Review of work order reports and the Monthly GFE Accountability Report as delivered to COR/COTR and posted on the “R” drive.	If performance is below the minimum MAQL, 1% of that period’s payment will be withheld from the next period’s payment.

APPENDIX C

DELIVERABLES SCHEDULE

Deliverable	Quantity: No. of Reports/Data Calls	Deliverable Due Date
Project Plan and Schedule	1	Two weeks after identification of a new requirement.
In Process Review Briefings	1	As required
Implementation Documentation	1	As required
Training Materials	1	As required
Standards and Guides, Lists of Content status, Taskings, and Procedures	1	As required
Kick-Off Meeting	1	By the 7 th calendar day after contract start date
Non-Disclosure Agreements	As Required	Within 5 business days of contractor personnel starting on the contract
Monthly Status Reports	12	By the 5 th business day of each month
Monthly 8570 / 8140 Report	12	By the 5 th business day of each month
Monthly CAC Report (Name, CAC EDIPI#, Issuance Date, Turn In Date)	12	By the 5 th business day of each month
Other Miscellaneous Reports: CAC Turn-In Receipt and Lost/Stolen CAC Police Report	As required	As required
Transition Plan	1	Within 120 calendar days of contract start date
Contractor Quality Control Plan	1	Within 10 business days of contract start date
Trip Reports	As required	Within 3 business days of trip completion
CyberSecurity Scan Results, i.e., ACAS, SCAP, WebInspect	3	Due to the COR immediately upon delivery of additional/enhanced functionality.
Administrator Installation/Configuration Documentation	1	Due to the COR 2 weeks prior to delivering UAT
Base Level Users Guide (BLUG)	1	Due to the COR 2 weeks prior to delivering UAT
Blank and Completed Test Procedures	Varies	Due to the COR immediately upon delivery of additional/enhanced functionality.

Technical Specification (TS) Gold Documentation	1	Due to the COR immediately upon delivery of additional functionality, i.e., RFC Delivery or New Features
Completed Risk Register **NOTE** Any Risks related to Execution, Implementation or Configuration must be accompanied by Mitigation Strategy	1	Due to the COR immediately upon delivery of additional/enhanced functionality.

APPENDIX E

CENTCOM CONTRACTING COMMAND (C³) REQUIREMENTS

The following mandatory C³ special clauses apply to all contracts requiring contractor personnel presence within the CENTCOM AOR:

FAR/DFARS CLAUSES

52.228-3 – WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984):

The Contractor shall provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and, continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

252.225-7040 – CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015):

a) *Definitions.* As used in this clause—

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

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

“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 a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

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

(3) 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 supporting 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 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 designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. 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 designated operational area under this contract.

(d) *Compliance with laws and regulations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) That 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/>;

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

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

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

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

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

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

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

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

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

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) *Preliminary personnel requirements.*

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

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

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

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

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

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

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

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

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area 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 a designated operational area 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—

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

may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

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

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

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

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

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

(f) *Processing and departure points.* CAAF 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 designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at <https://www.acq.osd.mil/>.

(h) *Contractor personnel.*

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

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

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

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

(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area 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, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

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

(m) *Evacuation.*

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

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

(n) *Next of kin notification and personnel recovery.*

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

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

(o) *Mortuary affairs.* 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 supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

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

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

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

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

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who

are third country nationals comply with any security related requirements of the Embassy of their nationality;

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *Contracting Officer to insert applicable information cited in*

[PGI 225.372-1](#)

_(End of clause)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

(a) *Definitions.* As used in this clause—

“Credible information” means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

“Critical safety item” means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

“Safety impact” means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding \$1,000,000.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All non-conformances for parts identified as critical safety items acquired by the Government

under this contract; and

(2) All non-conformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning non-conformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

- (i) A summary of the defect or nonconformance;
- (ii) A chronology of pertinent events;
- (iii) The identification of potentially affected items to the extent known at the time of notification;
- (iv) A point of contact to coordinate problem analysis and resolution; and
- (v) Any other relevant information.

(d) The Contractor—

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

- (i) Parts identified as critical safety items;
- (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or
- (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

- (i) The Contractor or higher-tier subcontractor; and
- (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the

contract.

(End of Clause)

(End of Clause)

252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0017) (AUG 2013):

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

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

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

(d) *Plan contents*

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

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

The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

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

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

(e) *Demobilization requirements:*

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

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

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

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

(ii) The required extension period.

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

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

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

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

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

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

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

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

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

(End of Clause)

952.201-0001 – OMBUDSMAN (AUG 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, Contracting Officer, or source selection official. Further, the ombudsman does not participate in the evaluation process or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC-A-76 competition performance decisions).

(c) If resolution cannot be made by the Contracting Officer, concerned parties may contact the C-JTSCC Ombudsman at: [insert Ombudsman contact information as stated in AI 1.1200\(b\)](#).

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of Clause)

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011):

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

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

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

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

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

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011):

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)

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AUG 2011):

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e., ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization,

hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <https://comptroller.defense.gov/rates2018> (change fiscal year as applicable).

(End of Clause)

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2011):

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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

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

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States

federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

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

(End of Clause)

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011):

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DoD class deviation 2011-O0004.

(End of Clause)

952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011):

(a) REQUIRED DELIVERY DATE: _____

(b) CONTRACTOR DELIVERY LOCATION: _____

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

Name: _____

Phone No.: _____ email: _____

(d) FINAL DELIVERY DESTINATION: _____

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

Name: _____

Phone No.: _____ email: _____

(f) REQUIRING ACTIVITY: _____

(End of Clause)

952.225-0007 – MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (AUG 2011):

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

-- Upon contract award go to the following JCCS website:

-- <https://www.jccs.gov/olvr/>

STEP 2:

-- Select the “Miscellaneous Documents” item and then select the “New Levy Exemption Form”

-- Complete the “New Levy Exemption Form”.

STEP 3:

-- Within 7 days of shipping; e-mail the following items to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil:

(1) completed “New Customs Levy Exemption Form”,

(2) a copy of the front page of the signed contract; and

(3) the pages from the contract that describe the required supplies, equipment or end product, DSN: 318-485-2594/6224 or Commercial: 713-970-6140, Rings in Iraq.

-- The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing

documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as “GLOBAL FREIGHT SYSTEM.”

-- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require

(1) airway bills and

(2) the “Customs Levy Exemption” form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have **USF-I** and **ATTN: GLOBAL FREIGHT SYSTEM**.

(d) It is the contractor’s responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

(End of Clause)

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (AUG 2011):

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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

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

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

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

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

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

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

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AUG 2011):

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the Force

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

- | | | |
|--|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |

- | | | |
|---|---|---|
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

(End of Clause)

952.225-0013 – CONTRACTOR HEALTH AND SAFETY (AUG 2011):

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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. 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 outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

952.225-0016 – CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011):

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an

Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

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

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG

in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clause 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal

property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance effect on future contracts with the USG, anywhere in the world.

(End of Clause)

952.225-0017 – CONTRACTOR DEMOBILIZATION (IRAQ) (AUG 2011):

(a) Full demobilization of contractors and subcontractor(s) in the Iraq Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the

following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext. 2782 or ext. 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

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

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG)

provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE)/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
- (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.
- (iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime

contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-0018. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance effect on future contracts with the USG, anywhere in the world.

(End of Clause)

952.225-0018 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ)
(AUG 2011):

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

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the

installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

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

(b) If USF-I PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

952.225-0019 – COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011):

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

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

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

https://www.ustranscom.mil/dtr/part-ii/dtr_part_ii_toc.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: https://www.transcom.mil/dtr/part-ii/dtr_part_ii_201.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: https://www.ustranscom.mil/dtr/part-v/dtr_part_v_501.pdf

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

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

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

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

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

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

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

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes

will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (Contracting Officer) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://customs.mof.gov.af/>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

952.225-0020 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011):

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

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

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

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to

validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

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

(End of Clause)

952.228-0001 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (AUG 2011):

(a) This special clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit either proof of a valid DBA Insurance policy or acceptance of an application with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE, CENTCOM – Joint Theater Support Contracting Command (C-JTSCC) and U.S. Army Contracting Command (408th CSB), contract are as follows:

Services	\$ 3.50 per \$100 of employee remuneration
Construction	\$ 4.25 per \$100 of employee remuneration
Aviation	\$17.00 per \$100 of employee remuneration
Security	\$10.00 per \$100 of employee remuneration

(c) Labor Category/Job Classification Definitions:

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and

maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA insurance coverage directly from CNA Insurance Co.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the contractor's or subcontractor's DBA Insurance policy is due to be renewed.

(f) CNA's broker (Rutherford) shall provide proof of confirmation of coverage within 3 working days of receipt of a completed insurance application. This confirmation should be used by the Contracting Officer to issue notice to proceed with performance.

(g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.

(h) Claims Reporting. The Contractor shall make timely DBA insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.

(i) The insurance carrier/broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(j) Failure to obtain DBA insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

(End of Clause)

952.228-0003 – DEFENSE BASE ACT INSURANCE RATES—LIMITATION—COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND-MATERIALS CONTRACTS (AUG 2011):

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE, C-JTSCC and 408th CSB contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. In preparing its cost proposal, the offeror shall use the following fixed rates in computing the cost for DBA insurance:

Service	\$ 3.50 per \$100 of employee remuneration
Construction	\$ 4.25 per \$100 of employee remuneration
Aviation	\$17.00 per \$100 of employee remuneration
Security	\$10.00 per \$100 of employee remuneration

(b) Labor Category/Job Classification Definitions:

SERVICE: “White-collar” workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: “Blue-collar” workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel.

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground.

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) Should an offeror compute or include a higher DBA insurance rate, the rate shall be disallowed.

(e) Use of the coverage under the USACE contract with CNA is mandatory for the prime contractor and all subcontractors at any tier. CNA Insurance is utilizing Rutherford International as their managing broker. The primary point of contact (POC) is Nikki Hounghmany, (703) 813-6571 email usace@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

(End of Clause)

952.232-0005 – WIDE AREA WORKFLOW INSTRUCTIONS (AUG 2011):

(a) To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS," C-JTSCC uses Wide Area Workflow-Receipt and Acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

(b) The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

(c) INSTRUCTIONS:

The contractor shall register to use WAWF at <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk in Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <https://wawf.eb.mil/>

(d) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- (1) Progress Payment (For use under contractually authorized Progress Payments)
- (2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- (3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- (4) "2-in-1" (For Service CLINS only)
- (5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(e) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor CAGE Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*: _____

Issue DoDAAC*: _____

Admin DoDAAC*: _____

Inspect by DoDAAC*: _____

Contracting Officer* _____

Ship to Code*: _____ (Not Required for Services)

*Required fields in WAWF. CAGE Code, Paying, Issuing, and Administering DoDAACs and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring

Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(f) When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

(g) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

(h) The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

(i) Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number

Delivery Order number (if applicable)

Shipment Number

Invoice Number

Item Number (CLIN Number from contract)

Stock Number (NSN)

(j) In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition LOT and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple LOT numbers or multiple MILSTRIP requisition document numbers, each LOT number and MILSTRIP requisition number must be identified separately.

(End of Clause)

952.233-0001 – AGENCY PROTEST PROGRAM (AUG 2011):

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO) in accordance with FAR 33.103. A protest to C-JTSCC is a “PROTEST TO THE AGENCY,” within the meaning of FAR 33.103. The C-JTSCC Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within C-JTSCC, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the C-JTSCC Agency Protest program for contract solicitations issued by C-JTSCC. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.

(d) For the purpose of filing a C-JTSCC Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the Contracting Officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(f) C-JTSCC Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

_____. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(End of Clause)

52.228-7 Insurance—Liability to Third Persons

As prescribed in [28.311-1](#), insert the following clause:

INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in paragraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion—

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for—

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—

- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
- (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of Clause)

52.249-14 Excusable Delays

As prescribed in [49.505\(b\)](#), insert the following clause in solicitations and contracts for supplies, services, construction, and research and development on a fee basis whenever a cost-reimbursement contract is contemplated. Also insert the clause in time-and-material contracts, and labor-hour contracts. When used in construction contracts, substitute the words "completion time" for "delivery schedule" in the last sentence of the clause.

EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault

or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless—

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of Clause)

252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations
As prescribed in [246.270-4](#), use the following clause:

SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR
MILITARY OPERATIONS (OCT 2010)

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

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

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

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

(End of Clause)

252.228-7003 Capture and Detention

As prescribed in [228.370](#)(d), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause—

(1) “Captured person” means any employee of the Contractor who is—

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either—

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A “period of detention” begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) “United States” comprises geographically the 50 states and the District of Columbia.

(4) “War Hazards Compensation Act” refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of—

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

(End of Clause)

APPENDIX F: Republic of Korea (ROK) SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg. 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil/>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg. 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg. 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg. 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics

support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg. 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg. 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg. 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is

agreed that withdrawal of SOFA status for reasons outlined in USFK Reg. 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) (i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid

international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) 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 missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg. 525-40, Personnel Recovery Procedures and USFK Reg. 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

APPENDIX G: Republic of Korea (ROK) Wartime Clauses:

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE
REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg. 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil/>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg. 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) (i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg. 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, 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;

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

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Pre-deployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.–ROK SOFA’s Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(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 clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer’s direction. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg. 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

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

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

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(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 clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency 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 theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

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

(i) Are adequately trained;

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

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

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

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

(k) Evacuation.

(1) 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.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg. 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) 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 Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

