

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 82			
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W31P4Q-13-T-0050		6. Solicitation Issue Date 2013JAN31	
7. For Solicitation Information Call:		A. Name ELBERT E CLARKE				B. Telephone Number (No Collect Calls) (256)876-2649		8. Offer Due Date/Local Time 2013MAR11 02:00pm	
9. Issued By ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280			Code W31P4Q	10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:					
			<input type="checkbox"/> Small Business	<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program					
			<input type="checkbox"/> Hubzone Small Business	<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)					
			<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business	NAICS: 541330					
Email: ELBERT.CLARKE@US.ARMY.MIL			<input type="checkbox"/> 8(A)	Size Standard:					
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOA2	
15. Deliver To SEE SCHEDULE			Code	16. Administered By					Code
Telephone No.									
17a. Contractor/Offeror			Code	Facility	18a. Payment Will Be Made By				Code
Telephone No.									
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer			18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						
19. Item No.	20. Schedule Of Supplies/Services				21. Quantity	22. Unit	23. Unit Price		24. Amount
	SEE SCHEDULE								
	(Use Reverse and/or Attach Additional Sheets As Necessary)								
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)					
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)			
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers		

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SUPPLEMENTAL INFORMATION

NOTICE:

The Government intends to award a total of three BPAs in the Programmatic Domain; one Full and Open (F&O), two Small Business, and one 8A. This is an estimated number only. The Government reserves the right to vary the number of awards depending on the number of responsive quotations submitted.

Eligibility to compete for the anticipated BPA awards is limited to those businesses who hold one of the required GSA schedules and, for the SB/8A awards, who meet the size standards for the NAICS Code applicable to that schedule identified as primary for the EXPRESS program, at the time it responds to this RFQ. NAICS/size standards for the Programmatic Domain are in Section L-1.1.

The required schedules are: 871-Professional Engineering Services (PES), 874V-Logistics Worldwide (LOGWORLD), 874-Management Organizational and Business Improvement Services (MOBIS), 70-Information Technology (IT), or a 00CORP-Consolidated Products and Services Schedule (formerly Corporate Schedule) including appropriate PES, LOGWORLD, MOBIS, or IT Special Item Numbers.

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EXPEDITED PROFESSIONAL AND ENGINEERING SUPPORT SERVICES  
(EXPRESS)  
BLANKET PURCHASE AGREEMENT (BPA) FOR THE  
PROGRAMMATIC DOMAIN

ADMINISTRATIVE DATA

Primary Point of Contact:

Complete Name, Title, Corporate Address:

Electronic mail address and phone number:

Alternate Point of Contact:

Primary Schedule: (identified in RFI submission)

NAICS: (See L-1)

Size Standard: (See L-1)

What is your business size?

Are you an 8(a), Small Disadvantaged Business, Woman Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, or Hubzone? If yes, identify your status.

Enter your CAGE CODE:

Enter your DUNS NUMBER:

Enter your TIN:

List Team Members/FSS Schedule Number/Business Size Status

List Subcontractor/Size Status

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(1) This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (primary schedule) and FAR 8.405-3. The contractor is required to notify the Army Contracting Command - Redstone (ACC-RSA) PCO of any changes made by GSA to the applicable schedule and shall resubmit the updated schedule within 10-days of receipt of the modification.

(2) DESCRIPTION OF THE REQUIREMENT/STATEMENT OF WORK

The BPA holder (hereinafter referred to as the contractor) shall provide advisory and assistance services in accordance with the statement of work set forth in Attachment 1. This BPA is for support to the U.S. Army Aviation & Missile Command (AMCOM) and its customers, including geographically separated units.

(3) SCOPE

The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued under this BPA.

(4) NOTICE: SOLICITATION/TASK ORDER OMBUDSMAN

The U.S. Army Aviation and Missile Command (AMCOM) has established the office of Ombudsman to assist industry in removing unnecessary and burdensome requirements from AMCOM solicitations. If you feel that this BPA or any task order issued under the resulting BPA contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the AMCOM Ombudsman at 256-876-6659 or e-mail at tim.kirkpatrick@us.army.mil. The PCO/Ombudsman should be advised at least five (5) days prior to the TORFQ closing date of any deficiency. You may also write to:

Commander, U.S. Army Aviation and Missile Command  
Solicitation/Task Order Ombudsman  
ATTN: AMSAM-OM (Mr. Timothy R. Kirkpatrick)  
Redstone Arsenal, AL 35898

(5) SUBCONTRACTING AND TEAMING RELATIONSHIPS

a. Subcontracting and Contractor Teaming arrangements by FSS contractors are encouraged to ensure mission success. If an entity is identified as a team member, effort proposed for performance by that entity shall be priced based on the team member's GSA schedule. If an entity is identified as a subcontractor in the contractor teaming arrangement, effort proposed for performance by that entity shall be mapped into the contractor's GSA schedule rates. For full and open efforts, the contractor may propose direct task order awards to small business team members. For efforts that are set-aside for small businesses, only small business contractors may propose direct awards to small business team members. A team member receiving a direct award may utilize other BPA Team members and/or subcontractors on the BPA Team mapped to the direct awardee's GSA schedule rates, if allowed by the contractor teaming arrangement. In rare instances, a subcontractor not on the BPA Team may be proposed in the ODC line in response to a specific TORFQ. If a task order is awarded to a contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, the contractor shall provide sufficient data for the Government to determine the price reasonableness of the subcontractor's proposed rates.

b. An entity identified as a team member on the Team File may be proposed as a subcontractor, in response to a specific TORFQ, if allowed by the contractor teaming arrangement. In this instance, effort proposed for performance by that entity shall be mapped into the contractor's GSA schedule rates or, in the case of a direct award, mapped to the direct awardee's GSA schedule rates, if allowed by the contractor teaming arrangement.

c. During annual open season, the contractor may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer.

(6) LABOR CATEGORIES AND ACCOMPANYING RATES

The contractor shall maintain an accurate team file, utilizing the MS Excel worksheet format in Attachment 4 and listing the following information: Prime, Team members, Subcontractors, business size status, applicable GSA Schedule Numbers, and a current schedule of GSA labor categories, rates, minimum education and minimum experience requirements for the contractor and each team member. The contractor

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shall update the team file and provide revisions to the PCO as changes occur.

(7) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the Government to solicit or issue a task order. The Government reserves the rights to issue no Task Order Request for Quotations (TORFQs), and no task order awards under this BPA.

(8) CONTRACT DATA REQUIREMENTS

Contract data requirements shall be in accordance with Exhibit A, DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required. All data deliverables shall be submitted electronically in Microsoft Office suite of software.

(9) SECURITY

In accordance with the clause entitled "Security Requirements", FAR 52.204-2, and Attachment 3 hereto (DD Form 254, Contract Security Classification Specification), the minimum security classification under this BPA is SECRET. The contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 for the control and handling of classified, export controlled and unclassified information provided to the Contractor. The Contractor, its facility and its employees engaged hereunder shall possess the necessary security clearances in compliance with the NISPOM. Specific security requirements shall be addressed in individual task orders. Security clearances for Contractor employees engaged hereunder will be certified to the organizations visitor control center, in accordance with the NISPOM prior to conduct of classified business under this BPA. The Contracting Officer's Technical Representative for Security and Foreign Disclosure matters will be the requiring elements Security and Foreign Disclosure Office. When visiting or working on Government sites, Contractor personnel or any representatives of Contractor personnel shall comply with all Security regulations, rules, and policies of the Government facility.

(10) DATA/SOFTWARE AND OZONE DEPLETING SUBSTANCES

Regardless of whether the use of Ozone-Depleting Substances (ODS) has been approved for this BPA, ODS/Ozone-Depleting Chemical (ODC) specifications or requirements shall not be incorporated into data or software delivered hereunder, including the initial preparation of or any changes, updates or modifications made to Technical Data Packages (TDPs), Depot Maintenance Work Requirements (DMWRs), drawings or manuals, unless specifically authorized in the task order or approved in writing by the Contracting Officer in advance of performance.

(11) AUTHORIZED ORDERING AGENCIES

a. The following Government Agencies are authorized to issue task orders under this Blanket Purchase Agreement:

U.S. Army Contracting Command Redstone (ACC-RSA), Redstone Arsenal, AL 35898

b. The U.S. Army Contracting Command Redstone (ACC-RSA) may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies

(12) PRESERVATION/PACKAGING/PACKING

All unclassified data delivered under this BPA shall be packaged, packed, and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423. All classified data generated under this BPA shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Attachment 3, hereto.

(13) INSPECTION AND ACCEPTANCE OF TECHNICAL DATA/CONTRACT DATA REPORTING

Inspection and Acceptance (DD Form 250) of Technical Data/Contract Data Reporting delivered under this BPA shall be performed at Destination by the Contracting Officer. DD250s are required upon completion of each task order (or as otherwise stated in CDRs in

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individual task order requests for quotations). Individual task orders may impose special DD250 or approval requirements, subject to negotiation.

(14) PERIOD OF PERFORMANCE

The period of performance for a resulting BPA is one year. The BPA period of performance may be extended annually in accordance with the Award Term procedures described herein. The required period of performance for task orders awarded under this BPA will be specified in each task order. The total period of performance for a task order, including options, will not exceed five (5) years from the date of task order award.

(15) PLACE OF PERFORMANCE

The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued against this BPA which is not under the control of a Government agency, e.g. Contractor's home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued against this BPA which is not under the control of the contractor, e.g. U.S. Government base or installation, or other contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required by individual task orders.

(16) INVOICE/BILLING PROCEDURES

a. Invoices shall be submitted electronically, via Wide-Area Workflow (WAWF). Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 - Contract Terms and Conditions - Commercial Items. For fixed rate (level of effort or completion), time and material, or labor hour task orders, with reimbursable material and/or travel cost, the contractor shall bill using a cost voucher. CONTRACTORS ARE TO USE COST VOUCHER AS THE DOCUMENT TYPE. Unless the contractor is authorized to direct bill, interim cost vouchers are to be submitted through DCAA for payment (the cognizant DCAA DODAAC should be requested through the ACO). All final vouchers must be submitted through DCAA, to the ACO for approval prior to payment. Concurrent with the submission of invoices to the paying office, one (1) copy of the invoices shall be furnished to the Contracting Officer through EXPRESS NET and one (1) copy to the designated Contracting Officer's Representative (COR) or Technical Monitor for review. (WIDE AREA WORK FLOW ALLOWS USERS TO INCLUDE ADDITIONAL EMAIL ADDRESSES, AS A MEANS OF PROVIDING NOTIFICATION OF INVOICE SUBMISSION). PLEASE ADD THE NAME AND EMAIL ADDRESSES OF THE COR AND ACO) after each payment submission. THE FOLLOWING INFORMATION IS PROVIDED FOR USE IN WIDE AREA WORK FLOW:

ISSUED BY: (DODAAC) W31P4Q

ADMINISTERED BY (DCMA OFFICE) - Located in block 7 of individual task orders

b. The contractor shall prepare all invoices at the contract/subcontract line item (CLIN/SLIN)/ACRN level and so specify on all invoices submitted. Likewise, the Paying Office will ensure that all invoices are disbursed as indicated on the invoices.

c. The contractor shall identify on each invoice: (1) the contract number, (2) the task order number, (3) the CLIN/SLIN and/or CLIN/SLIN number, (4) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and (5) the PRON; and (6) in the address block, the contractor Taxpayer Identification Number, point of contact, and telephone number.

d. The Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

e. Billing labor rates shall reflect the current GSA FSS rate less any applicable discount provided at the BPA or task order level.

f. Direct Materials - Reimbursement of direct materials shall be limited to materials specifically stated and defined in the task order Performance Work Statement (PWS) which enter directly into the deliverables, or which are used or consumed directly in connection with the furnishing of the deliverables.

g. Material Handling/Burden Costs - Reimbursement of material handling/burden costs not included in the labor rates shall be in accordance with the GSA schedule.

h. Other Direct Costs (ODCs) - Backup documentation for ODCs shall be provided for review and examination at Government request.

(1) Travel - The contractor will be reimbursed for travel expenses incurred by its employees performing work under individual task orders in accordance with the Joint Travel Regulations (JTR) and the following:

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(a) Transportation within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) shall normally be made by commercial carrier and cost paid by the Contractor, subject to reimbursement on presentation of properly certified claims in accordance with the Contractor's travel policies and method of billing as set forth in the Contractor's FSS schedule.

(b) Transportation by personal or rental automobile may be used when determined by the COR/TM to be the most economical method of transportation.

(c) The Contractor shall not be reimbursed as a direct charge under this BPA for any costs of transportation for on-base travel on U.S. Government facilities. The Contractor shall not be reimbursed for costs associated with Contractor personnel travel to and from their place of residence to their primary duty station. Local travel in performance of a task order will be reimbursable on a case-by-case basis at the Contracting Officer's discretion.

(d) All allocable and allowable travel (including per diem) will be billed in accordance with the Joint Travel Regulations (JTR) and the Contractor's cost accounting system.

(2) The contractor shall be reimbursed as a direct charge under this BPA for necessary costs associated with deployment of contractor personnel to include items such as dental panographs, physical exams, immunizations (applicable to country locations), eye glass inserts for protective masks, training, and specialized clothing and equipment. These costs will be negotiated on a case-by-case basis.

(3) Any Other Direct Costs (ODCs) reimbursable under this BPA shall be identified at the task order level.

i. Hours claimed for payment and included in invoices shall be separately identified to the period in which they were incurred for verification and comparison with the Contractor's Progress, Status and Management Reports.

j. Billing Period - Vouchers shall be submitted with a frequency no greater than once per month. However, the Government may allow billing every two weeks, on a case-by-case basis.

**(17) CONTRACTOR WEB SITE / ELECTRONIC INTERFACE**

Each BPA holder shall maintain a secure website throughout the period of performance of the BPA in order to electronically interact with the EXPRESS contracting office via EXPRESS Net. Details of the required interface will be provided upon BPA award and will not require extraneous material resources. The media used for all submissions shall be compatible with the Microsoft Office software suite. The Government will provide EXPRESS BPA holders with logins and Express Net training material.

The U.S. Army Contracting Command-Redstone will require users to use a public-key infrastructure to login to the upcoming release of the upgraded Express Net application.

The Army implemented the Common Access Card Cryptographic Logon, which requires a smart card and a personal identification number or an approved ECA Certificate from one of the approved vendors to gain access to the information systems that access classified and unclassified networks.

The Department of Defense requires that DoD Partners get and use certificates issued by an approved external PKIs provider when interactin with DoD PK-Enabled information systems; accessing DoD sensitive information; or engaging in any other transactions requiring data integrity, confidentiality, or nonrepudiation of DoD information.

DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to industry partners and other external entities and organizations. The ECA program is designed to provide the mechanism tor these entiteis to securely communicate with the DoD and authenticate to DoD Information Systems.

At present tiem, ECA Certificates can be purchased from one of the approved vendors listed below:

Operational Research Consultants, Inc.

<http://www.eca.orc.com>

email: [ecahlep@orc.com](mailto:ecahlep@orc.com)

phone: 800-816-5548

VeriSign, Inc.

<http://www.verisign.com/eca>

email: [eca-support@verisign.com](mailto:eca-support@verisign.com)

phone: 866-202-5570

IdenTrust, Inc.

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http://www.identrust.com/certificates/eca/index.html  
email: helpdesk@identrust.com  
phone: 888-882-1104

(18) RELEASE, ACCESS, AND DISSEMINATION OF FOREIGN INTELLIGENCE INFORMATION

Contractor access to intelligence may be required in order to perform certain task order PWS requirements. Access to intelligence information pertinent to contract performance is authorized for the duration of each individual task order and shall be obtained by directing specific requests to the Senior Intelligence Officer (SIO) of the procuring activity with a copy furnished to the Contracting Officer. The Contracting Officers technical representative for intelligence will be the AMCOM SIO or his/her designated representative, ATTN: AMSAM-IS. Certification of intelligence need-to-know for each task order will be made by the SIO. Release of all intelligence to Contractors will be made only by the SIO or his/her designated representative. Classified information may be provided on request up to and including the level of the contractors facility clearance for classified information, provided the information is required by the task order statement of work and the requirements of AR 381-1 are satisfied. Intelligence information shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the intelligence addendum to the DD Form 254, Contract Security Classification Specification, set forth as Attachment 3, hereto.

(19) CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS

a. For security reasons, Contractor personnel will not be allowed access into Government facilities during Government holidays, weekends, non-duty hours (1730-0630) or other times when Government employees are not in attendance (e.g. Organization Day, inclement weather closing), unless escorted at all times by a U.S. Government employee (civilian or military) who works in the area for which entry is required.

b. The contractor shall coordinate with the Provost Marshal Office prior to task order performance in order to organize and obtain contractor employee badging and vehicle registration IAW AR 600-8-14. Contractor personnel shall wear a badge at all times when performing on-site work under this BPA.

c. Contractor work hours at Government facilities shall be coordinated with the Contracting Officers representative.

d. Exception to this provision will be addressed on an individual task order basis. In all cases where unattended access to Government facilities is authorized by the Contracting Officers Representative (COR), or Technical Monitor if no COR is appointed, the contractor shall operate in accordance with the following security publications:

AR 190-11, 15 Nov 06, Chapter 5, Physical Security of Arms, Ammunition and Explosives  
(AA&E)

AMC Suppl 1 to AR 190-11, 8 Jan 01

AR 190-13, 30 Sep 93, The Army Physical Security Program

AMC Suppl 1 to AR 190-13, 1 Dec 00

AR 190-51, 30 Sep 93, Security of Unclassified Army Property

AR 380-5, 29 Sep 00, Department of the Army Information Security Program

AMC Suppl 1 to 380-5, 2 Feb 06

AMCOMR 190-1, 15 Mar 99, Redstone Arsenal Physical Security Program

FM 3-19.30, 8 Jan 01, Physical Security

Compliance with FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation, is required.

(20) PERSONNEL SECURITY REQUIREMENTS

All contractor personnel working with national defense information shall have personnel security investigations equal to that required for DOD personnel performing like duties. Personnel performing critical-sensitive duties require a single scope background investigation. Personnel performing non-critical sensitive and non-sensitive duties require a national agency check with written inquiries.

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(21) INFORMATION ASSURANCE (IA) SECURITY REQUIREMENTS

a. All contractor personnel performing ADP I, II, or III duties as described in Army Regulation 380-67(Personnel Security Program), Appendix K, shall have appropriate personnel security investigations. Required investigations are single scope background investigation (SSBI) for ADP I positions and national agency check with written inquiries for ADP II and III positions.

b. All ADP systems developed or operated by contractor personnel, to include off-site contractor systems connected to Army systems, shall meet security and accreditation requirements of Army Regulation 25-2 (Information Assurance). Contractor-owned systems processing classified information shall meet requirements of the NISPOM, Chapter 8.

c. Access to Restricted Areas, Sensitive Information, or Equipment Not Involving Access to Classified Information. Access to restricted areas, sensitive information, or equipment by DOD military, civilian, or contractor personnel will be limited to those individuals who have been the subject of a favorably completed investigation or who are under the escort of appropriately cleared personnel for work being performed on Government facilities on Redstone Arsenal. Where escorting is not practical and the requirement is stipulated in writing (Scope of Work, SOP, or MOU), a National Agency Check (NAC) for civilian employees, for military, or for contractor employees will be conducted and reviewed by the Intelligence and Security Directorate.

d. Personnel Occupying Information Systems Positions Designated ADP-I, ADP-II, and ADP-III. DOD military, civilian personnel, consultants, and contractor personnel performing on unclassified automated information systems may be assigned to one of three position sensitivity designations listed below.

(1) ADP I positions are designated critical sensitive positions and require a favorably completed SSBI prior to access to any Government system. ADP-I positions are those where the incumbent is directly responsible for the planning, direction, and implementation of the activity's information systems security program; individuals whose major responsibility is the direction, planning, and design of computer systems (both hardware and software); and individuals who can access a computer system during maintenance or operation in such a way as to cause grave damage or realize a significant personal gain. As a minimum, specific positions which will be designated as critical sensitive are the AMCOM Information Systems Security Program Manager, the AMCOM information Systems Security Manager, the Corporate Information Officer, supervisory personnel of computer hardware and/or software development activities, Level III system administrators, system programmers, network security officers, and software designers and developers.

(2) ADP II positions are designated noncritical-sensitive positions and require a favorably completed NAC for civilians, military or contractors before access to any Government system is granted. ADP II positions are those where the incumbent is responsible for the direction, planning, design, operation, or maintenance of computer systems (both hardware and software), and whose work is technically reviewed by a higher authority of the ADP I category to ensure the integrity of the system. Positions include mainframe/mini-computer operators, hardware designers and developers, Level I and Level II systems administrators, information systems security officers, password managers, and auditors (of system audit trails).

(3) ADP III positions require a favorably completed NAC for civilians, military or contractors and are designated when individuals, who use a computer as an administrative tool, regardless of the classification of data being accessed, are performing ADP III duties. These individuals are "end users" and do not have root access or perform computer security related function for their organization.

(22) GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. Contractor personnel under this BPA shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

(2) Be placed in a staff or policy making position;

(3) Be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) Be used in administration or supervision of military procurement activities.

b. Employee relationship. The services to be performed under this BPA do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

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c. 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 that they are Government officials. All documents or reports produced by contractors shall be suitably marked as contractor products and contractor participation in producing the document or report shall be appropriately disclosed.

**(23) PROVISIONS FOR CONTRACTOR PERSONNEL AS PASSENGERS IN ARMY AIRCRAFT**

Task Orders issued under this BPA may require the contractor to participate in aerial flights, including aviator/crew and non-aviator/non-crew member status, aboard Army aircraft in support of technical observations or tests being conducted by Governmental development and test agencies. Any such requirement shall be specifically approved in writing and in advance prior to flight by the Government Flight Representative (GFR). Personnel not meeting the requirements of paragraph 1-6, AR 95-20, shall, obtain a written authorization approved by the Government Flight Representative (GFR).

**(24) TASK ORDER ORDERING PROVISION**

The following ordering procedures apply to all Task Orders (TO) issued under this BPA. Any services to be furnished under this BPA will be ordered by issuance of written TOs. In addition:

a. Only an authorized Contracting Officer can issue a TO under this BPA.

b. All TOs are subject to the terms and conditions of the BPA. In the event of conflict between a TO and the BPA, the BPA will take precedence.

c. The Government contemplates award of fixed price and/or fixed rate (level of effort or completion), time and materials, or labor hour TOs under this BPA.

d. All costs associated with the marketing, quotation preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge. Post award Task Order administration shall not be a direct charge to the Task Order.

e. In accordance with DFARS 208.405-70(b), all BPA awardees within each domain will be given the opportunity to compete for task orders exceeding \$100,000 within that domain unless one of the exceptions at FAR 16.505(b) (2) (i)-(iii) apply or a Statute expressly authorizes or requires that the purchase be made from a specified source. A direct team member award may be made when the BPA holder proposes that approach. In the event a prime BPA awardees business size status changes from small to large (whether due to business growth or merger/acquisition activity) and the awardees BPA was awarded on a small business basis, the awardees participation as a prime vendor shall be limited to offering direct awards to its small business team members, for full and open Task Order Requests for Quotation (TORFQs) only. This restriction does not limit the prime BPA awardee from participating, in those task orders awarded on a full and open basis, as a large business in a team member capacity under the direct awardees quotation or as a large business team member/ subcontractor under other prime vendors quotations. This restriction also does not limit the prime BPA awardee from participating in those task orders awarded on a small business set-aside basis, as a large business in a subcontractor capacity, under the direct awardees quotation or under other prime vendors quotations. This restriction will become effective upon the prime BPA awardees recertification from small to large business on its primary GSA schedule. Furthermore, the Government may identify and set aside an entire task order for small business/socio-economic program participation at the prime vendor level, to include small business/socioeconomic prime vendors or large business prime vendors offering direct awards to small business/socio-economic team members.

f. No work shall be performed and no payment will be made except as authorized by a TO. The contractor shall not proceed with any work pursuant to this section until a written task order is issued by the Contracting Officer.

g. The Government's selection decision on each TO evaluation shall be final. Protests are allowable only in accordance with FAR 16.505(a)(10).

h. The Government reserves the right to make award without discussions.

i. TO award(s) will be made to the contractor or BPA holder who is determined to best meet the needs of the Government after consideration of all evaluation criteria. In making the best value determination, it is possible that after conducting a tradeoff analysis, the lowest priced response may not necessarily represent the best value. After responses have been evaluated in accordance with the criteria identified in the TORFQ, and the contractor's rates have been verified, the order will be placed with the contractor that represents the best value to meet the Government's needs.

j. In conducting the TO evaluation, the Government may use data provided by the offeror as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the contractor/BPA

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k. Task Orders will be generated and distributed using the EXPRESS Net system.

l. Discounting will be allowed at the BPA level and/or task order level. The Contractor's task order quotation shall include both the GSA FSS labor rates and the discounted rate, if applicable.

m. The contractor shall submit an OCI Certification in response to each TORFQ, utilizing the format set forth in Attachment 5.

n. Oral Presentations. TORFQs may require oral presentations. Specific instructions will be provided in TORFQs, as applicable.

o. Technical Instructions (TI). The following provision shall apply for task orders containing TIs:

(1) Technical direction to perform effort under the TO PWS may be given by means of TIs issued in numerical sequence. TIs may be issued with option exercise modifications to describe the effort to be performed. Each TI shall establish the effort to be expended for its performance and may include the number of manhours, travel, direct material, and/or other direct costs which shall not be exceeded. The TI may be used to:

(a) Specify tasks to be accomplished under the TO PWS.

(b) Specify performance milestones and metrics (if applicable).

(c) Specify number of manhours to accomplish task within limits established in TO.

(d) Specify deliverables within those specified in TO.

(e) Provide other direction as may be required to successfully achieve the objectives of the TO within the parameters established by the TO PWS.

(2) A TI shall not, in any event, alter or modify the scope or terms of either the specific task order, the BPA or the FSS Schedule. If the contractor believes that a TI has been issued that will alter, modify, or amend the scope or terms of the task order, BPA or FSS Schedule, then the contractor shall promptly notify the Contracting Officer as required by FAR 52.243-7.

(3) A TI shall be issued by the Contracting Officer as an attachment to task order modifications and transmitted to the contractor.

(4) A TI may be modified, cancelled, or superseded anytime by issuance of a new TI.

(5) In case of extreme urgency, the Contracting Officer may instruct the contractor by telephone, but this shall be followed by a signed, approved TI.

(6) The TI shall clearly be tied to the applicable TO SLIN (if applicable) under which the effort is to be performed. If the TI is used to identify the price of that individual effort, in no event shall the total number of labor hours and price issued under a series of TIs exceed those labor hours and price set forth in section B of the specific task order for a particular SLIN.

(7) TIs are not intended to replace informal direct communication or nondirective information between the contractor, the contractor's team members/subcontractors, and Government personnel.

(8) TIs may be issued during the course of task order performance to provide technical direction that may more closely reflect new information or changed priorities within the TO SOW.

**(25) Ordering Procedures for Task Orders**

a. When the Government has a requirement for services to be performed under this BPA, the Contracting Officer will issue a Task Order Request for Quotation (TORFQ). The Contracting Officer will post draft task order requirements on Express Net for five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions, or comments regarding the draft requirement. At the conclusion of this five-day period a final TORFQ will be issued. In addition to written responses, the contracting office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

b. In the event of an urgent requirement, the Contracting Officer may omit posting of the draft task order requirements or shorten the 5 day draft task order requirement period..

c. Evaluation criteria for specific efforts will be set forth in the individual TORFQ. Options included in any order resulting from a TORFQ will be evaluated in accordance with FAR 52.217-5, Evaluation of Options (JUL/1990).

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d. Requirements for each task order quotation shall be defined at the time of issuance. A not-to-exceed amount for travel, direct materials and/or other direct costs shall be specified in the TORFQ.

e. Upon receipt of any task order issued hereunder, the Contractor, pursuant to such an order shall furnish to the Government, services, materials, and/or ODCs at or below the prices set forth in this BPA. All efforts specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices. It is anticipated that quotations submitted in response to a TORFQ may include multiple schedules considered applicable to the requirement. Offerors shall identify the SINS necessary to perform TO PWS requirements in accordance with the proposed approach. Any SINS identified must be covered by the GSA schedule award of the team leader (if the team leader or a subcontractor is to perform the effort) or team member (if a team member is to perform the effort). The established rates on the GSA schedule contract, less any proposed discount at the BPA or task order level will prevail unless schedule rates are revised in an amount lower than the previously established rates. Task orders under this BPA shall be issued at the sole discretion of the Government.

f. Performance-Based task orders are encouraged and preferred. The appropriate contract type and application of performance based contracting will be determined based on the circumstances of each individual task order.

g. Incidental Items and Other Direct Costs. Contractors are encouraged to provide materials through GSA Schedules. When necessary, open market/non-schedule items may be added to task orders on a cost-reimbursement basis. Open market/non-schedule items will be separately identified on the order and will not be subject to the GSA Industrial Funding Fee. As the Ordering agency, AMCOM will comply with all applicable acquisition regulations for such items and may request cost and pricing data in accordance with FAR 15.403-4, if open market/non-schedule items exceed \$650K.

h. Task orders for services and data shall be issued in writing, dated and numbered. Task Orders will set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Modifications to task orders may be issued only in writing. Each task order will allot specific, funding amounts for each CLIN/SLIN.

i. Upon completion of a task order, any and all excess funding may be deobligated by executing a bilateral modification to the respective task order.

j. The Government reserves the right to not award a task order after issuing a TORFQ.

k. The contractor shall submit the TORFQ responses utilizing the EXPRESS Net system.

(26) TASK ORDERS WITH OPTIONS

The Contracting Officer may issue task orders that include options under any of the following conditions:

- a. The services being acquired are highly unique or specialized; or
- b. The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
- c. Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(27) OPTION FOR INCREASED EFFORT

The following provision shall apply for task orders containing options:

The Government may unilaterally increase the effort called for in a task order awarded under this BPA in accordance with the following provision:

a. The Government may unilaterally increase the effort called for herein by requiring the delivery of the line items identified in the schedule of the task order as an option item, in the quantity and at the option price specified in each option exercise modification. As a part of each option, the Government shall select the labor skill mix and the number of hours for each skill by specifying the labor categories. The Contracting Officer may exercise the options at any time within the option exercise period stated in the task order by giving written notice to the contractor. The Contractor shall maintain the capability to commence work on any option exercised under the Task Order within 3 working days after receipt of option.

b. The option exercise period (the period of time in which the Government may elect to exercise options in whole or in part) shall be set forth in individual task orders.

c. The following provisions are applicable to all options:

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1. The Government may unilaterally exercise a portion of any option more than once during the period in which the respective option may be exercised.

2. At the time of a TI option exercise, the Government shall identify the specific Statement of Work (SOW) paragraph (s), appropriated funds, the period of performance; and Technical Instructions. Any anticipated material/travel shall be identified and funded.

3. Unless the task order provides otherwise, the following variance provision is applicable to all level of effort task orders:

The hours stated for each labor category are deemed estimated hours. The contractor is authorized to vary the estimated number of hours in the authorized labor categories without prior approval of the Contracting Officer or the Contracting Officer's Representative up to 10% of the total number of hours, provided the total hours and cost for the Sub-Contract Line Number (SLIN) are not exceeded. Variances in excess of 10% require the prior approval of the Contracting Officer's Representative. In no event shall the total hours and/or estimated price for the Sub-Contract Line Item Number (SLIN) be exceeded.

**(28) TASK ORDER LABOR CATEGORY/HOURS**

Each task order shall set forth approved labor categories, labor hours, and any other travel/direct material/other direct costs, as applicable, identified separately for the prime/team leader and any team member/subcontractor(s). The Contractor shall not utilize any labor category not specified in the task order. If additional labor categories and/or hours are required during performance of the task order, the Contractor shall provide notification to the Contracting Officer. A separate CLIN/SLIN may be established for labor hours, travel, direct materials, other direct costs. Travel, direct materials, and other direct costs (and associated indirect costs) CLIN/SLINs shall be cost-reimbursable, no fee or in accordance with the provisions of the FSS schedule (as applicable).

**(29) RELEASE OF CONTRACT DATA DELIVERED UNDER THIS CONTRACT**

Data generated as a result of any task order issued IAW this BPA shall not be released to any agency other than those specifically listed in each Contract Data Requirement List(s), DD Form(s) 1423, set forth in each task order, without the express written consent of the Contracting Officer. If such consent is granted, the Contractor shall provide to the Contracting Officer a copy of the transmittal correspondence.

**(30) CONTRACTOR INSURANCE REQUIREMENTS**

In accordance with FAR 52.228-5, Insurance -- Work on a Government Installation, the prime/team leader, any subcontractor, and any team member shall carry insurance of the types and in the minimum amounts set forth in FAR 28.307-2.

**(31) GOVERNMENT FURNISHED PROPERTY**

a. The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1.

b. Any Government Furnished Property/Equipment required for a specific task order will be set forth in the order.

**(32) TRAINING OF CONTRACTOR EMPLOYEES**

The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

**(33) NEWS RELEASES**

No news releases (including photographs and films, public announcements or denial or confirmation of same) on any part of the subject matter of this BPA or any phase of any task order hereunder shall be made without prior written approval of the Public Affairs Officer, Redstone Arsenal, Alabama. AR 360-1, Army Public Affairs, Public Information, contains guidance on this subject.

**(34) SAFETY**

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a. The contractor shall be responsible for providing all needed safety equipment, instruction/training, and health evaluation/examinations for the contractor employees performing under task orders issued IAW this BPA. The contractor shall comply with all Occupational Safety and Health Administration and Environmental Protection Agency regulations in performing task orders issued IAW this BPA.

b. The contractor shall provide licensed equipment operators as required by local, state, and federal laws. Contractor personnel may be required to ride in test vehicles, work in laser operation areas, operate specialized equipment, and work in explosive test facilities. The contractor shall provide personnel working in laser areas with ocular medical surveillance and appropriate protective eyewear as prescribed in TB MED 524. The contractor shall provide protective clothing and equipment to personnel working in explosive areas. The contractor shall provide Hearing protection, screening and surveillance testing as required by appropriate local, state and/or federal laws and regulations.

(35) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor Hours, Direct Materials (including associated indirect costs) and ODC's. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(36) KEY PERSONNEL

Contractor Personnel serving in program management roles are considered to be critical to the successful performance of this BPA. Prior to replacing key personnel to the BPA or task orders, the contractor shall provide written notice to the contracting officer. The advance notice shall detail the proposed changes and demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced. This requirement is applicable to both prime contractor/team leader and team member/subcontractor key personnel.

(37) CONTRACTOR PERFORMANCE DURING TIMES OF HEIGHTENED SECURITY AND/OR LIMITED ACCESS

To ensure that all hours and/or services under BPA task orders are performed and/or delivered by the contractor, during times of heightened security and/or limited access to a Government facility the COR and prime contractor may enter into an agreement that the hours specified in the Task Orders may be worked at varying times and locations consistent with the Government's requirement and good order. Under emergency situations, the hours worked shall be billed at the rates specified in the Task Order, regardless of the place of performance.

(38) POST/BASE CLOSURES

a. From time to time, the base commander may close all or part of the base in response to an unforeseen emergency or similar occurrence. Such emergencies include: heightened security, adverse weather such as snow or flood, an act of God such as tornado or earthquake, or a post/base disaster such as a natural gas leak or fire. Unless otherwise specified in the task order, Contractor personnel are non-essential personnel for purposes of any instructions regarding the emergency.

1. Contractor personnel shall be officially dismissed upon notification of a base closure in accordance with paragraph B. After all Government furnished property is appropriately secured, contractor personnel shall evacuate in an expedient but safe manner.

2. With regard to work under the BPA task orders, the Government shall retain the following options:

a. The Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

b. The Government may forgo work. The contractor will not be paid for work not performed.

c. The Government may reschedule the work on any day satisfactory to both parties.

b. Post/Base Closure Notification Procedures:

1. After an official decision to close the base has been made by the base commander, the contractor is directed to listen or watch the local radio or television stations for notification of a base closure. The contractor shall comply with instructions intended for non-essential personnel.

2. The contractor will not receive any other form of notification of a base closure from the Government. The contractor is

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responsible for notification of contractor employees.

3. If a decision to close all or part of the base is made during the duty day, and the base commander's decision is transmitted through official notification channels, the contractor shall comply with the instructions as given.

**(39) CONTRACTOR PERSONNEL DEPLOYMENT**

a. This clause applies to all contractor personnel which includes contractor employees, subcontractors and team members.

b. The Government may require the contractor to perform in support of deployment for contingency or training operations. The contractor and its personnel shall use good faith efforts to continue to provide services according to the terms and conditions of this BPA until evacuated by appropriate Government authorities or unless prevented from performing by Government actions.

c. No change in the scope or within the scope of this BPA which would effect a change in any term or provision of this BPA shall be made except by modification executed by the Contracting Officer. The contractor shall ensure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract effort accepted and performed by contractor personnel outside of the scope of this BPA without specific authorization of the Contracting Officer shall be the responsibility of the contractor.

d. The Contracting Officer may change the priorities of the contractors activities within the terms and conditions of the BPA/Task Order.

e. The contractor is responsible for supervision and direction of all contractor personnel and for on-site liaison with functional U.S. organizations. The contractor and its personnel shall not supervise or be supervised by Government personnel.

f. The contractor shall ensure that all deployed contractor personnel comply with all directives, operating procedures, policies, rules, regulations, guidance, instructions, and general orders issued by the Theater Commander or his/her representative, to include those based upon the need to ensure mission accomplishment, force protection, and safety. The contractor shall ensure that all deployed contractor personnel follow reporting procedures for entering and exiting the area of operations.

g. The contractor shall request guidance from the Government Operations Center if it or its personnel are approached by members of the news media seeking interviews or information on participation in the mission/operation.

h. The contractor shall comply and ensure that all deployed personnel comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations, and international agreements (e.g., status of forces agreements, host nation support agreements) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer. Contractor personnel serving with or accompanying an armed force in time of war (i.e., a Congressionally declared war) are subject to the Uniform Code of Military Justice. Contractor personnel who are retired members of the military may be subject to action under the Uniform Code of Military Justice.

i. The contractor shall take reasonable steps to ensure the good conduct of its personnel. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor personnel performance and conduct problems identified by the Contracting Officer. Contractor personnel may have administrative privileges, access to facilities, and/or any special status limited, suspended, or revoked for failure to comply with BPA requirements. The Contracting Officer may require the contractor, at the contractors expense, to remove or replace any contractor personnel failing to adhere to any BPA requirements and/or any contractor personnel whose conduct endangers persons or property or whose continued employment is inconsistent with the interest of military security. The contractor shall provide to the Contracting Officer a list of its personnel entering, leaving, or in the area of operations.

j. The contractor personnel deploying to support this contract will be administratively assigned to the designated Theater Logistics Support Element for accountability purposes. The contractor and its personnel shall comply with all required reporting instructions and procedures required by the Theater Logistics Support Element Commander.

k. The contractor shall ensure that its personnel understand the potential danger, stress, physical hardships, and field living conditions that may exist during deployment. The contractor shall conduct physical and medical evaluations of all of its personnel to be deployed to ensure that they are capable of enduring the rigors of deployment in support of the military operation, to include meeting the requirements in paragraph r. The contractor shall replace personnel at contractor expense, if its personnel depart an area of operations without permission.

l. The contractor shall designate a point of contact for all of its plans and operations.

m. The contractor shall provide, in writing, to all affected contractor personnel, information on personnel benefits due to war exigencies under 33 U.S.C. 901 et seq (Longshoremens and Harbor Workers Compensation Act) and 42 U.S.C. 1651 and 1701 et seq. (Defense Base Act and War Hazards Compensation Act). The contractor and its personnel shall be familiar with DA PAM 715- 16, dated 27 February 1998.

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n. As it determines that it is required by the operational situation, the Government will relocate contractor personnel to a safe area or evacuate them from the area of operations.

o. The contractor shall ensure that all deploying contractor personnel receive mission training and successfully complete such training as specified by the Contracting Officer.

p. The Government will provide Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CD) training and standards for deploying personnel as deemed necessary.

q. The contractor shall ensure that prior to deployment, its personnel to be deployed have the following identification cards and tags required for deployment: DD Form 489, which shall be carried at all times when in the theater of operations; personal identification tags, which shall be worn at all times when in the theater of operations; DD Form 93, which shall be carried to the theater of operations and also provided to the Contracting Officer; DD Form 1173 for any authorized access to facilities and use of privileges. Any other requirements will be specified by the Contracting Officer. Upon return of contractor personnel, the contractor shall ensure that all issued identification cards and tags are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official.

r. (1) The contractor shall ensure that contractor personnel to be deployed meet appropriate physical and medical requirements and standards necessary for deployment as determined by the Contracting Officer; (2) The contractor shall be responsible for providing personnel who meet the physical standards, medical requirements and immunization requirements for job performance in the designated theater of operations. Contractor personnel shall bring their shot records to the area of operations. The Government may require medical screening, at the CONUS Replacement Center, of contractor personnel to be deployed, to include DNA sampling and compliance with immunization requirements. For any contractor personnel determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied, the contractor shall provide a replacement having equivalent qualifications and skills in time for the scheduled deployment. Contracting Officer's approval is required in advance of all changes to deployed contractor personnel.

s. (1) The contractor shall ensure that contractor personnel possess the necessary personal and special clothing and safety equipment to execute task order performance in the theater of operations in accordance with the PWS; (2) The Government will provide to the contractor military unique organizational clothing and individual equipment that it determines is necessary; (3) The organizational clothing and individual equipment issue point will be designated by the Contracting Officer or his/her authorized representative; (4) Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items; (5) The contractor or its personnel shall sign for all Government issued organizational clothing and individual equipment to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of Government issued organizational clothing and individual equipment; and (6) The contractor shall ensure that all issued organizational clothing and individual equipment are returned to the Government. Upon return of organizational clothing and individual equipment to the Government, the contractor shall be responsible for requesting, maintaining and providing to the Contracting Officer documentation demonstrating the return of issued organizational clothing and individual equipment to Government control.

t. (1) The Government may issue weapons (sidearms) for self-defense to contractor personnel. Acceptance of weapons by contractor personnel is at the discretion of the contractor and its personnel. When accepted, contractor personnel are responsible for using the weapons in accordance with the rules of engagement, policies, regulations, instructions, directives, guidance, and orders issued by the Theater Commander, all military regulations, and any contractor policies regarding possession, use, safety, and accountability of weapons and ammunition. Contractor personnel self-defense is not a PWS requirement; therefore, contractor personnel are legally liable for any use that is not in accordance with these above rules, instructions, directives, guidance, orders, regulations and policies. Only military issued ammunition may be used in any weapon that is accepted; (2) Prior to issuing any weapons to contractor personnel, the Government will provide the contractor personnel with weapons familiarization training. If such training is not provided, sidearms will not be issued; (3) Upon return from deployment or notification by the Government, the contractor shall ensure that all Government issued weapons and ammunition are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official; (4) Before acceptance of any weapon by the contractor or its personnel, the contractor shall screen its personnel to ensure that the personnel can be issued a weapon in accordance with U.S. law (e.g., no felony conviction and no misdemeanor conviction for spousal abuse) and applicable host nation laws.

u. The contractor shall ensure that deployed personnel possess the required civilian licenses to operate the vehicles/equipment necessary to perform the task order in the theater of operations in accordance with the PWS. Before operating any military owned or leased vehicles/equipment, contractor personnel shall provide to the Contracting Officer proof of license (issued by an appropriate Governmental authority). The Government, at its discretion, may train and license contractor personnel to operate military or leased vehicles/equipment. While operating a military owned or leased vehicle or equipment, contractor personnel may be subject to the local laws and regulations of the country, area, city, and/or camp in which deployed. Contractor personnel may be subject to criminal and/or civil liability; therefore, the contractor and/or its personnel may be held liable for damages resulting from the unsafe or negligent operation of military owned or leased vehicles/equipment.

v. Contractor personnel shall obtain all passports, visas, and other documents necessary to enter and/or exit. The Government will assist the contractor in identifying documents that are necessary for the particular area of operations. Contractor personnel shall carry these documents at all times when deployed and overseas in support of military operations. All contractor personnel shall be

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subject to the customs processing procedures and entrance and exit requirements, to include laws, treaties, agreements, and duties for the country to which they are deploying and the customs requirements, procedures, laws, and duties of the United States upon re-entry.

w. Upon arrival in the area of operations, contractor personnel will receive reception, staging, onward movement, and integration information from the appropriate organization in the area of operations.

x. The Government will provide to contractor personnel deployed in the theater of operations, on a cost reimbursement basis: field living conditions, force protection, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and use of morale, welfare and recreational facilities and activities commensurate with that provided to Department of Defense civilians and/or military personnel deployed in the theater of operations. While living in the field environment, contractor personnel shall maintain a clean living area, be considerate of others, and adhere to the Theater Commanders policies, directives, essential operating procedures, rules, regulations, guidance, instructions, and general orders. The contractor shall thoroughly explain to contractor personnel before deployment the terms and conditions of this BPA and the expected field environment.

y. Contractor personnel shall be subject to the terms and conditions of any Status of Forces Agreements (SOFAs) which may be in effect in the area to which they are being deployed. The contractor shall provide SOFA training to its personnel prior to deployment. The contractor and its personnel shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements. In case of conflict between this BPA and the SOFAs, the terms and conditions of the SOFAs take precedence. If this requires any change to the BPA, the contractor shall notify the Contracting Officer immediately.

**(40) ANTHRAX VACCINE IMMUNIZATION**

If at any time, and for any period of time, during the performance of task orders under this BPA, whether in direct or indirect support thereof, any contractor personnel must travel to a "high threat" area (including contiguous waters) during a crisis situation, those personnel shall have been vaccinated against the Anthrax virus. Prior to deploying and subject to availability of said vaccine, personnel shall have received at least three (3) vaccinations in the series. In rare circumstances where an individual is unable to take or to continue the vaccinations due to medical or administrative reasons, that person shall be evaluated for deployability in accordance with Armed Services criteria. "High Threat" areas include the countries of Southwest Asia (Kuwait, Saudi Arabia, Bahrain, Jordan, Qatar, Oman, UAE, Yemen, and Israel), other Asian nations (Afghanistan and Pakistan), and the Korean Peninsula. As high threat areas may change at any given time, the contractor shall contact the task order COR to verify threat status prior to deploying OCONUS. DODI 3020.37 (Continuation of Essential DoD Contractor Services During Crisis) provides the definitive guidance in determining applicability. The contractor shall identify all personnel in their employ so classified and provide the names of those individuals to the Contracting Officer. In addition, the contractor will provide an affirmation that those individuals so identified will begin vaccinations after contract modification upon notification by the Contracting Officer.

**(41) PERFORMANCE MONITORING**

For performance-based task orders, performance metrics will be identified in each task order. Task order performance will be evaluated based upon the identified metrics.

**(42) PAST PERFORMANCE**

Contractor performance on Task Orders exceeding \$1,000,000 (not to exceed amount including ceiling/options) will be assessed under this BPA. For task orders with a period of performance of 12 months or less, a single and final assessment shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months; a final assessment will be prepared when the order is physically complete. The requirer, the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Quality of Product/Services; Schedule; Cost Control; and Business Relations and Management of Key Personnel. The assessment/review will be accomplished using the Contractor Performance Assessment Review System (CPARS). The completed evaluations shall not be released to other than Government personnel and the contractor whose performance is being evaluated.

**(43) EXPIRATION DATE**

This BPA will continue at the discretion of the Government in accordance with the provisions of paragraph 14 of this BPA provided the prime contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period. The contractor shall not enter into a task order or respond to a TORFQ in which the performance of such is based on an expired GSA schedule.

**Name of Offeror or Contractor:****(44) BPA TERMINATION**

This BPA may be terminated by the Government at any time provided at least 30 days advance written notice is provided to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA upon at least 30 days written notice. The parties agree that termination of the BPA does not constitute termination of any active task order issued prior to this the termination notice. Active task orders will be terminated in accordance with FAR 52.212-4.

**(45) AWARD TERM CLAUSE**

The award term concept is an incentive that permits extension of the BPA performance period beyond the base period for superior performance. The BPA team may earn extensions to the BPA performance period on the basis of performance during the previous evaluation periods. During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the Government to continue with the BPA relationship. Additional 1 year BPA performance periods may be awarded during each year based on how the contractor has performed against the following criteria:

1. Task Order Performance
2. Actual performance versus proposed goals for:
  - (i) Direct awards to small business team members and
  - (ii) Small business subcontracting
3. Responsiveness
4. Competitiveness

(1) Task order performance is the most important criteria and is substantially more important than (2) Actual performance versus proposed goals for: (i) Direct awards to small business team members and (ii) Small business subcontracting, (3) Responsiveness and (4) Competitiveness, which are approximately equal in importance.

Changes to the award term criteria may be made unilaterally by the Government prior to the beginning of each award term evaluation period, provided that the BPA team has been given an advance notification of at least 15 days.

Each BPA holder will provide a self evaluation of its performance in relation to the performance criteria in accordance with Exhibit A, Contract Data Requirements List, A020, entitled Performance Review Report.

Performance will also be monitored by Government monitors. The self evaluation and the findings of the Government monitors will be reported to the ATDO (Award Term Determining Official). The ATDO will make the final decision on the award term and the BPA period of performance will be modified to reflect any extensions awarded. The award term decision is final and is not subject to the Disputes clause.

**(46) ANNUAL BPA ASSESSMENT (OPEN SEASON)**

The program will be reviewed annually to determine whether it would be appropriate to issue a solicitation for the purpose of adding additional BPA holders. If it is in the best interest of the Government, the PCO may conduct an open season competition to add additional BPA holders.

**(47) ORGANIZATIONAL CONFLICT OF INTEREST**

a. The Government requires technical, programmatic, logistic, and/or business/analytical support services related to concept definition, development, production, fielding, operation, maintenance and training in support of various aviation and missile weapon systems and support equipment to be performed by the contractor under this BPA.

b. The parties hereto recognize that performance of such services creates potential organizational conflicts of interest as addressed in Federal Acquisition Regulation (FAR) Subpart 9.5, Organizational and Consultant Conflicts of Interest. It is the intention of the parties that the contractor shall not engage in any contractual activities which could cause a conflict of interest with its position under this BPA which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this BPA.

c. The contractor shall identify all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise as contractor, subcontractor, or consultant) relating to the work to be performed under the BPA and bearing

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**Name of Offeror or Contractor:**

on whether the offeror has a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given an unfair competitive advantage. In the absence of any such interest, the contractor shall submit a written statement which represents to the best of its knowledge and belief that it does not presently have any organizational conflict of interest which would diminish its capacity to give impartial, technically sound and objective assistance and advice or would result in a biased work product or may result in an unfair competitive advantage. A list of categories and representative examples of AMCOM/PEO missions covered by this BPA is set forth at Attachment 02. It is the contractor's responsibility to identify to the Government any contracts they possess for these systems as a prime contractor, as a subcontractor, or as a consultant with either the weapon system prime contractor or major subcontractor.

d. Whenever, in the performance of this BPA, the contractor prepares, directly contributes to, participates in, or provides recommendations or advice related to the development of specifications, work statements, estimates, data or other information for hardware/software items, the contractor agrees that it shall not enter into any contract either as a prime, a subcontractor at any tier, or a consultant to furnish said items or components thereof during the life of this BPA or through the initial production contract, whichever is longer.

e. The contractor also agrees that it shall not enter into any contract with the item supplier to provide any support, analysis or consulting services. This prohibition will apply through completion of the final task order issued under this BPA.

f. During the performance of this BPA through completion of the final task order, the contractor, its subcontractors at any tier, and consultants are prohibited from analyzing, assessing, and/or making recommendations on any effort/documentation, hardware, software, or components which they produced in any capacity as a prime contractor, a subcontractor at any tier, or a consultant.

g. The parties hereto recognize that during the course of this BPA there is a potential for changes in relationships to occur. Accordingly, the contractor agrees to adjust and take any and all measures deemed necessary to comply with this clause and FAR 9.5. The contractor agrees to immediately notify the Contracting Officer of changes in relationships and provide a description of the action the contractor has taken or proposes to take to avoid, eliminate or neutralize any conflicts of interest which may arise due to said changes.

h. Use of other companies' proprietary data shall be necessary for contract performance. License rights to use this proprietary data shall be obtained either:

- (1) By the contractor directly from the owner of the proprietary data or,
- (2) By the Government through the use of a Specifically Negotiated License Rights Agreement.

When the contractor has entered into a direct license agreement with the owner of the proprietary data, the contractor agrees to provide a copy of the agreement to the Contracting Officer prior to receiving the proprietary data from the Government. The contractor further agrees that DFARS 252.227-7025(c) shall apply to all data provided to the contractor by the Government. If the Contracting Officer finds that said written agreement is not adequate, the Government has the right to withhold access to the proprietary data. Proprietary data subject to a Specifically Negotiated License Rights Agreement is subject to DFARS 252.227-7025 and will only be provided to the contractor after the contractor agrees with the terms and conditions of the Specifically Negotiated License Rights Agreement. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data.

i. For the purpose of this clause, the term "contractor" means the contractor, including any company or entity of which it is a part (i.e., parent company), its subsidiaries, divisions, affiliates, any joint venture involving the contractor, and any entity which the contractor or any successor or assignee of the contractor uses as a prime contractor, subcontractor, or consultant to either the prime contractor or a subcontractor under this contract.

j. The provisions of this clause are fully applicable to all team members and subcontractors utilized by the contractor and this clause shall be included in all subcontracts, or other teaming arrangements the contractor enters into to support, either directly or indirectly, this contract.

k. No form of "business insulation" technique to avoid, evade or substitute for the restrictions set out herein shall be permitted except in the absolute discretion of the Government, the exercise of which shall not be subject to the Disputes Clause.

l. In the event the contractor breaches or violates any of the restrictions, disclosures or non-disclosures under this provision, the Government may terminate this BPA for default and pursue any other remedies as provided by law.

m. The contractor shall include in any response to a task order RFQ issued pursuant to this BPA, information concerning any work or contracts the contractor has been involved in during the past three (3) years, whether as a prime contractor, subcontractor, or consultant, relative to the categories and representative examples of AMCOM/PEO missions set forth at Attachment 02, in order to ensure that no task order will be issued to a contractor where such past work would create an actual or potential conflict of interest.

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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\\*HYPERLINK <http://www.usfk.mil/> [http://www.usfk.mil](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 contractors 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.

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(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.

(1) 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 BPA. 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 drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers 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.

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(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)

(49) PROTECTION AND USE OF SENSITIVE PROCUREMENT AND OTHER CLOSELY HELD INFORMATION (4-Mar-2008)

a. Performance of task orders under this BPA may provide contractor personnel direct or indirect access to sensitive procurement and other closely held information, such as Government source selection information (SSI). Direct access occurs when sensitive information is specifically provided to and utilized by the contractor in performing the effort. Indirect access occurs when the contractor's association with such data is incidental to performance of the effort.

b. The unauthorized disclosure of sensitive procurement and other closely held information weakens the integrity of the Government procurement process, compromises the rights of prospective contractors, creates the potential for a real or perceived unfair competitive advantage, and seriously impacts the Government's ability to provide timely acquisition support to the soldier. The contractor shall diligently protect all sensitive data to which it has access and shall avoid any action that might result in or reasonably be expected to create the appearance of improper disclosure or use of such information.

c. The contractor shall obtain and provide copies to the Contracting Officer and Contracting Officer's Representative (COR), executed non-disclosure agreements from all contractor personnel performing under this BPA. At a minimum, the non-disclosure agreements shall state that the employee (1) understands its obligation to protect the integrity of the Government procurement process and the rights of other contractors; (2) shall not utilize any sensitive information to which it has access for any purpose other than what is intended by the contract, including the creation of an unfair competitive advantage or the opportunity for personal gain; and (3) shall not disclose any sensitive information to any person within or outside the company, other than authorized Government personnel, unless prior written approval is provided by the Contracting Officer. The non-disclosure agreements shall also specify the penalties to be imposed by the contractor if the employee violates the restrictions set forth therein.

d. In addition to the contractor employees executing non-disclosure agreements, the contractor, as an entity, is obligated to negotiate and enter into non-disclosure agreements with the contractors supplying the sensitive procurement and other closely held information in those instances where the supplying contractor requires such an agreement be executed. These non-disclosure agreements shall state that the contractor will (1) protect the supplying contractors and supplying contractors, subcontractors information from unauthorized use or disclosure for as long as it remains proprietary; (2) refrain from using the information for any purpose other than that for which it was furnished and (3) such other reasonable terms as may be requested by the supplying contractors. The requirement for a non-disclosure agreement is in addition to the license referenced in paragraph h, Clause 47 (Organizational Conflict of Interest) unless the license specifically addresses sensitive procurement and other closely held information.

(End of Clause)

(50) SPECIAL AGREEMENT ON LICENSE RIGHTS (20-Dec-2007)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this BPA. The license rights created herein are in addition to any other rights conveyed by the referenced BPA or otherwise possessed by the U.S. Government.

**Name of Offeror or Contractor:**

(b) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Unlimited rights means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term work or works includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this BPA.

(2) For works first produced, created, or generated under this BPA and subject to this clause, the Contractor will mark all works delivered or otherwise furnished under this BPA with the following

The U.S. Government has unlimited rights in this work in accordance with BPA W31P4Q (TBD), Task Order [Insert applicable task order number]."

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, for the Contractor's copyrighted works not first produced, created, or generated under this BPA and which have been incorporated into the works deliverable under this BPA.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this BPA unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works:

(1) Has affixed to the transmittal document a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable when transmitted to the Contracting Officer.

(e) Government-furnished information. Paragraph (d) of this clause is not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this BPA.

(End of clause)

(51) ARMY PERSONNEL RECOVERY PROGRAM

The contractor is required to comply with and participate in the Army's Personnel Recovery Program (APRP) for Contractors in Korea as a material requirement of the contract when the Contractor's work (including subcontractor effort) includes or involves travel to Korea. Based on the foregoing requirement, the contractor agrees to abide by the following regulations which are hereby incorporated into the BPA: USFK Reg 525-40, entitled "Personnel Recovery Procedures" and AK Reg 95-33, entitled "Personnel Recovery Operations." A copy of both these regulation can be accessed at website: <http://8tharmy.korea.army.mil> under the publications link and under "regulations" tab. Any cost associated with this requirement will be considered an Other Than Direct Charge (ODC) on applicable task orders. Inclusion of these policies/regulations in this BPA does not alter the contractor's obligations under DFARS 252.225-7040, to abide by other such

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**Name of Offeror or Contractor:**

policies and guidance.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>GENERIC NAME DESCRIPTION: SERVICES LINE ITEM</p> <p>Reference Attachment 4 for labor categories and rates.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>				<p>\$ _____</p>

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**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	952.225-0006 (C3)	CONTRACT DELIVERY REQUIREMENTS	AUG/2011
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(a) REQUIRED DELIVERY DATE: TBD

(b) CONTRACTOR DELIVERY LOCATION: TBD

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

Name: TBD

Phone No.: TBD

email: TBD

(d) FINAL DELIVERY DESTINATION: TBD

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

Name: TBD

Phone No.: TBD

email: TBD

(f) REQUIRING ACTIVITY: TBD

(End of clause)

B-1 The AI Clauses that appear in Section B herein are mandatory clauses which apply to task orders issued under this BPA that require performance in IRAQ and/or Afghanistan.

\*\*\* END OF NARRATIVE B0001 \*\*\*



**Name of Offeror or Contractor:**

Nationality  
Country of permanent residence

## Incident:

Description  
Location  
Date and time  
Other Pertinent Information

(End of clause)

4 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES DEC/2011  
(C3) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSC-) Operating in Contingency Operations;
- (2) DODI 3020.41, Operational Contract Support
- (3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;
- (4) DFARS 252.225-7039, Contractors Performing Private Security Functions;
- (5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S Armed Forces Deployed Outside the United States;
- (6) Class Deviation 2011 -00004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPORD 11-01 , Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 - Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency. Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) Communication Plan. The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces .
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will

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be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).(Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve ( 12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to



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contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of clause)

6            952.225-0003        FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)        DEC/2011  
(C3)

(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 >= 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: <http://comptroller.defense.gov/rateslfy2011.html> (change fiscal year as applicable).

(End of clause)

7            952.225-0005        MONTHLY CONTRACTOR CENSUS REPORTING        AUG/2011  
(C3)

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).

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- (5) Name of province in which the work was performed.  
(6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

(End of Clause)

8            952.225-0009        MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED        DEC/2011  
                  (C3)                        EMPLOYEES

(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 Contractors medical provider or local economy provider who will look for interval changes from prior CXRs and review any changes in the symptom survey.

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

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

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

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

(b) 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 contractors chosen health care provider for their contracted and subcontracted personnel.

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

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(End of Clause)

9            952.225-0010        FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (IRAQ)            DEC/2011  
(C3)

(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 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 >= 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 C-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 and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. 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 basic medical care are authorized. Pharmaceutical services are not authorized for 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 or Embassy contracted medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of clause)

10            952.225-0021        MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR            DEC/2011  
(C3)            EMPLOYEES OPERATING IN IRAQ

(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 Office of Security Cooperation-Iraq (OSC-I) installations 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 IB 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

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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 Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. 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 Contractor's medical provider. 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 IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site 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)

11 952.225-0022 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) APR/2012  
(C3)

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

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

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a

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vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

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

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

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

(End)

12            952.236-0001        ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION        DEC/2011  
                  (C3)                        PROJECTS

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

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

(End of Clause)

**PACKAGING AND MARKING**

13            52.208-4701        WOOD PACKING MATERIALS REQUIREMENTS        JUL/2007

A. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

B. All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures

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(ISPM) 15, "Guidelines for Regulating Wood Packaging Materials International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Marking shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

C. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment at entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

D. Replacement Preservative for Pentachlorophenol

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

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

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

(End of Clause)

DELIVERIES OR PERFORMANCE

14

52.242-15

STOP-WORK ORDER

AUG/1989

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## SPECIAL CONTRACT REQUIREMENTS

15 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT  
(C3)

MAY/2012

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.

## U.S. Citizens

<input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Services**	<input checked="" type="checkbox"/> DFACs	<input checked="" type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> Billeting	<input checked="" type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> MWR
<input checked="" type="checkbox"/> CAAF*	<input checked="" type="checkbox"/> Govt Furnished Meals	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access Card (CAC)	<input checked="" type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Badge	<input checked="" 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	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic***
<input type="checkbox"/> Embassy Housing, Meals****	<input type="checkbox"/> Embassy Clinic - Afghanistan****	
<input type="checkbox"/> Embassy Air****		

## Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<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	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

## Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<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	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

\*CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

\*\*\*\* Applies to US Embassy Life Support in Afghanistan only

SPECIAL NOTE: The Office of Security Cooperation-Iraq (OSC-I) will provide security support to contractor personnel commensurate with the level of security provided to DoD civilians working in Iraq. Security support will include static and mobile security support. Static security is provided at all OSC-I sites to include living and dining facilities, base perimeter and gates. Mobile security support includes Security Escort Teams (SETs) which provide the necessary security while personnel are transiting to their work site and while at the work location.

(End)

16 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS  
(C3)

DEC/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 US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of

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Mission 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.

(1) Afghanistan -- 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.

(2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) 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 Iraq or 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 Iraq or 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 in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) 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 Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of clause)

17            952.225-0016            CONTRACTOR DEMOBILIZATION -- AFGHANISTAN            AUG/2011  
(C3)

(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 contractors 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 to 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 contractors 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

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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 employees 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 employees 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 contractors 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, clauses 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. \a7 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.

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(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 Predeployment 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 contractors 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 LOAs.

(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 affect on future contracts with the USG, anywhere in the world.

(End of Clause)

18 952.225-0017 CONTRACTOR DEMOBILIZATION (IRAQ)  
(C3)

DEC/2011

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. 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) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing [baghdadregmt@state.gov](mailto:baghdadregmt@state.gov) or calling phone number 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).

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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 Manager 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 Manager 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 Manager 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 Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager 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 IJOA 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 or 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 employee's 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 negative past performance ratings and, depending on the severity of

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the situation, possible proceedings place the contractor 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 Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency 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 USC 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 affect on future contracts with the USG, anywhere in the world.

(End of clause)

19 952.225-0018 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY -- IRAQ DEC/2011  
(C3)

(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 an Office of Security Cooperation Iraq (OSC.I) site 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 Base Defense Operations Center (BDOC) at their OSC-I site as a resource to track or research employee's last known location and/or to view Synchronized Pre-deployment Operational Tracker (SPOT) generated letters of authorization (LOA's). All missing personnel will immediately be reported to the Installation Manager and Force Protection Offer (FPO), and the OSC-I BDOC for the installation they are located at.

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the OSC-I FPO will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the FPO within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals SPOT generated LOA, 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 OSC-I FPO determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, FPO will notify the contractor. The contractor shall ensure that all government-related documents such as LOA' s, visas, Common Access Card (CAC), etc. are terminated/reconciled appropriately within 24 hours of notification by FPO 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)

## CONTRACT CLAUSES

20	52.203-3	GRATUITIES	APR/1984
21	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
22	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
23	52.204-2	SECURITY REQUIREMENTS	AUG/1996
24	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
25	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2012
26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011

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27	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
28	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
29	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) -- ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)	MAY/2011
30	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
31	52.224-2	PRIVACY ACT	APR/1984
32	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
34	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
35	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
36	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
37	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
39	52.245-1	GOVERNMENT PROPERTY	APR/2012
40	52.245-9	USE AND CHARGES	APR/2012
41	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
43	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
44	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
45	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
46	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
47	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
48	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
49	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
50	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
51	252.225-7013	DUTY-FREE ENTRY	JUN/2012
52	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
53	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
54	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
55	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
56	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
57	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
58	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
59	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
60	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
61	252.228-7003	CAPTURE AND DETENTION	DEC/1991
62	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
63	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
64	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
65	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
66	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	MAR/2006

Insert "HQDA-AT; telephone , DSN 222-9832 or commercial (703) 692-9832. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone; DSN 227-7205 or commercial (703) 697-7205." in the blank following paragraph (d) within the above referenced clause.

67	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2013
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

\_\_\_ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-6.

\_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (MAR 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (MAR 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (NOV 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type

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and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal

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Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

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(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

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(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

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(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

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52.227-11

PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR

DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

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(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

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(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses

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(including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. TBD

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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52.245-2

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

TBD

(End of Clause)

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71            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            DEC/2012  
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) \_\_\_ 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) X 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) X 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) X 252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.

(7) X 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) X 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) X 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).

(10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) X 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) \_\_\_ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).

(13)(i) \_\_\_ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7021.

(iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7021.

(14) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUN 2012) of 252.225-7036.

(iii) \_\_\_ Alternate II (NOV 2012) of 252.225-7036.

(iv) \_\_\_ Alternate III (JUN 2012) of 252.225-7036.

(v) \_\_\_ Alternate IV (NOV 2012) of 252.225-7036.

(vi) \_\_\_ Alternate V (NOV 2012) of 252.225-7036.

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- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) X 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) X 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) X 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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(End of clause)

72            252.225-7040            CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES            JUN/2011  
DEPLOYED OUTSIDE THE UNITED STATES

(a) Definitions. As used in this clause

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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

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

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

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

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

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

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

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

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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

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

(i) Military clothing and protective equipment.

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

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

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

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

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

(j) Weapons.

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

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

- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The -1- may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

- (i) Are adequately trained to carry and use them
  - (A) Safely;
  - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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

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



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

TBD

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

(End of clause)

74            52.232-99            PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV            AUG/2012  
(DEV 2012-            2012-00014)  
00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

75            252.225-7997            ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED            AUG/2010  
CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN  
(DEVIATION 2010-00014)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

(1) 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 a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

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

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials:

(i) U.S. Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

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

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

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

(End of clause)

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76            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES            JAN/2012  
                   (DEV 2012-            CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)  
                   00005)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

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

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

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

77            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            JAN/2012  
                   (DEV 2012-            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-  
                   00005)            00005)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

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## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		022	DATA
Attachment 0001	STATEMENT OF WORK		011	DATA
Attachment 0002	REPRESENTATIVE EXAMPLES		003	DATA
Attachment 0003	DD FORM 254		001	MAIL
Attachment 0004	TEAM FILE		002	DATA
Attachment 0005	OCI CERTIFICATE		002	DATA
Attachment 0006	PERFORMANCE CAPABILITY FORMAT		002	DATA
Attachment 0007	RESUME FORMAT		001	DATA
Attachment 0008	PERFORMANCE CAPABILITY TEAM FILE		002	DATA
Attachment 0009	LABOR CATEGORY ALIGNMENT		002	DATA
Attachment 0010	LABOR CATEGORY BASELINE MINIMUM REQUIREMENTS		007	DATA
Attachment 0011	PAST PERFORMANCE QUESTIONNAIRE		006	DATA

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

78	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
80	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012) - ALTERNATE I (APR 2011)	APR/2011

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certificates electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that

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term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

**"Sensitive technology"--**

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**"Service-disabled veteran-owned small business concern"--**

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
 \_\_\_ is,  
 \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
 \_\_\_ is,  
 \_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

\_\_\_\_\_  
 \_\_\_\_\_

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

\_\_\_\_\_  
\_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

**Name of Offeror or Contractor:**

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(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

- (1) Previous contracts and compliance. The offeror represents that --
  - (i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It  has,  has not, filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that --
  - (i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
  - (ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the



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(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin
<hr/>	
<hr/>	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or

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(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent

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in the United States;

- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) Common parent.

- \* Offeror is not owned or controlled by a common parent;
- \* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

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(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

81            252.209-7997        REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX        JAN/2013  
                  (DEV 2013-            LIABILITY OR A FEONY CONVICTION UNDER ANY FEDERAL LAW -- DOD  
                  00006)                APPROPRIATIONS (DEVIATION 2013-00006)

(a) In accordance with section 101(a)(3) of the Continuing appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that

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

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

(b) The Offeror represents that--

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

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

(End of provision)

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

82            52.212-1            INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS        FEB/2012  
L-1. INSTRUCTIONS, CONDITIONS, AND NOTICES

## 1. SIZE STANDARD

Respondents may submit multiple schedules per domain in response to this RFQ. However, a primary schedule that will be used by the prime/team leader to satisfy the preponderance of the domain requirements must be identified.

a. If a MOBIS or LOGWORLD is identified as the primary schedule, the NAICS Code and business standard size assigned to the respondent's schedule by GSA will apply.

b. If PES is identified as the primary schedule, NAICS Code 541330 and a size standard of \$35.5M will apply.

c. If IT is identified as the primary schedule, NAICS Code 541511/541512/541513 and a size standard of \$25.5M will apply to all domains.

d. If the consolidated products and services schedule is identified as the primary schedule, the primary special item number covered by this schedule (PES, MOBIS, LOGWORLD, or IT) that will be used to satisfy the preponderance of domain requirements must also be identified. The NAICS and size standard for the primary special item number, as identified above, will then apply.

## 2. Instructions for Quotation Preparation and Submittal

a. Each BPA Team must submit a written quotation. The BPA Team is urged to examine this RFQ in its entirety and to assure that all necessary information and required documentation is complete in all respects. Evaluation of quotations will be based only on the actual material presented.

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b. BPA Teams are cautioned that 'parrotting' of the functional requirements with a statement of intent to perform does not reveal understanding of the requirement or the capability to perform it. The inclusion of 'filler' material from previous proposals or commercial application shall be avoided unless it has a direct application to the objective of this RFQ. The quotation should demonstrate that the BPA Team can perform at an acceptable level of risk.

c. Each volume shall stand alone on its own merits without reference to any other volume. The format of each volume shall be structured by section and tabbed as stated below. Quotations shall be UNCLASSIFIED, specific, complete and concise.

d. For purposes of this RFQ, quotations shall be prepared using "Arial" or "Times New Roman" 12-point font style on 8-1/2 by 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8-point. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Each page must provide identification of the submitting BPA Team in the header or footer. Page count shall comply as follows:

Volume 1 - General Information - no page limitation  
Volume 2 - Business and Performance Capabilities - NTE 47 pages  
Volume 3 - Pricing Structure - no page limitation  
Volume 4 - Past Performance - NTE 10 pages

e. Quotations shall be bound using three ring binders that allow for the insertion of replacement pages. Blank dividers/ tab separators, covers, title pages and table of contents are not counted in the page limitation.

f. Electronic submissions shall consist of two CD-ROMs for each volume. Each CD-ROM shall have an external label indicating (1) the name of the BPA Team, (2) the Domain and (3) the applicable quotation volume (i.e. Volume 1, General Quotation Information). The CD-ROM shall be readable on an IBM or compatible PC and be compatible with Microsoft Office suite of software. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and shall be delivered with write protection.

g. The quotation shall be enclosed in a sealed package and delivered to the following location no later than the date specified in Block 8 of the SF 1449. Please note that close of business is 2:00 p.m. (CDST). In addition those Offerors who choose to deliver RFQ packages in person and who do not have current post access privileges, should contact the below POC not later than 10 business days before the due date of the RFQ for post access information.

Army Contracting Command - Redstone (ACC-RSA)  
Attn: CCAM-EX-P / Mr. Elbert Clarke  
Sparkman Center, Building 5303  
Redstone Arsenal, AL 35898  
(256) 876-2649 / elbert.clarke@us.army.mil

h. Offerors are advised that quotations sent by conventional US Mail service, or courier services (Federal Express and UPS) are not routed directly to the above address. Therefore, there is a possibility that a quotation will not comply with the stated closing date/time, and in such case the quotation will be considered a "late submission."

i. The overall quotation shall consist of four physically separated and detachable volumes in the following quantities:

- (1) General Information - Original and 3 paper copies/2 electronic copies
- (2) Business and Performance Capabilities - Original and 5 paper copies/2 electronic copies
- (3) Pricing Structure - Original and 2 paper copies/2 electronic copies
- (4) Past Performance - Original and 3 paper copies/2 electronic copies

j. Volume 1, General Information: Volume 1 shall contain the letter of transmittal and the signed original RFQ duly executed by an official authorized to bind the prime/team leader. The letter of transmittal shall identify the business size classification of the prime/team leader based on its primary schedule and applicable NAICS code. Any exceptions or deviations taken to the RFQ shall be included in the transmittal letter. Provide the RFQ SF 1449, and all RFQ pages, with all applicable information completed, including blocks 12 through 14, page 3, and all certifications, representations, and acknowledgments.

k. Volume 2, Business and Performance Capabilities :

- (i) Section I, Performance Capability.

Tab A: In the format set forth in Attachment 6 (not included in page count), provide examples of the BPA Team's experience related to the requirements of the statement of work and categories of supported systems and equipment (Attachment 2). The number of examples shall not exceed 2 examples per SOW paragraph (SOW Paragraphs 3.1-3.8). For performance under a BPA, Basic Ordering Agreement or an indefinite delivery type contract, list individual task orders, as well as the basic contract instrument. For task orders/contracts in progress, summarize only that portion of performance already billed, not eventual scope. Attachment 6 data may

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include work performed in both prime contractor/team leader and team member/subcontractor roles. Attachment 6 data may represent performance of any combination of the prime/team leader, team members and subcontractors.

Tab B: Provide a description of the BPA Team's approach for fulfilling the requirements of the statement of work to include the use of team members and subcontractors. Using only examples from Attachment 6, describe the BPA Team's significant experience as it relates to each of the requirements identified in the SOW. The experience description is limited to 8 pages, consisting of approximately one half page per experience example.

Tab C. Provide a resume for up to 5 prime contractor/team leader, team member or subcontractor key personnel reflecting senior level expertise directly related to the SOW requirements. Resumes shall be limited to two pages, utilizing the format in Attachment 7. Key personnel resumes are included in page count (up to 10 pages). In order for resumes of persons not currently in the employ of the applicable BPA Team participant to be considered, a Statement of Commitment (see Attachment 7 format) signed by the individual must be included on the resume. Provide a team file that contains the following information for the Prime/Team Leader and all Team Members: applicable GSA Schedule Numbers, current GSA schedule labor categories, minimum education and minimum experience qualifications, labor category descriptions, and identify all key team members. Exceptions to the minimum education and experience qualifications must be clearly identified. Key team members are defined as team members that are anticipated to perform at least 15% of all task order requirements. The required format is provided in Attachment 8 and must be submitted in Microsoft Excel worksheets (not included in page count).

(ii) Section II, Teaming and Business Arrangements.

Tab A: Describe the BPA team structure and the management/administrative organization and processes to be utilized by the BPA Team. Clearly describe the management approach to be applied to include the plan to organize, direct and control the efforts to be performed. Describe the roles and responsibilities of the prime contractor/team leader, team members and subcontractors as they relate to task order competitions, team coordination, communication, management control, security compliance and reporting. In describing the team organization, include: (a) the responsibilities, lines of authority, and span of control (to include identification of a primary liaison); (b) the relationship among the prime contractor/team leader, team members and subcontractors and the process for responding to and performing individual task orders; (c) the flow of information among the organization/team; and (d) the interface and communication between the team, Government requiring and acquisition personnel, and external organizations.

Tab B: Provide a representative teaming arrangement for (1) team members and (2) subcontractors (not included in page count).

Tab C: Describe the process for managing and addressing potential Organizational Conflicts of Interest, including a credible and concrete mechanism for identifying, avoiding, neutralizing, or mitigating actual or potential conflicts. Describe concisely all relevant facts concerning any past, present, or planned interests relating to the work to be performed and bearing on whether the prime/team leader, or any proposed team member or subcontractor, may have a potential organizational conflict of interest. In the event a potential conflict is raised, provide relevant information addressing how the perceived conflict could be mitigated or neutralized.

(iii) Section III, Socio-Economic Benefits.

Describe the small business status of the prime/team leader. Describe the proposed socio-economic benefits to the Command including (1) a proposed percentage goal (based on a percentage of obligated dollars) for direct small business awards and (2) a proposed percentage goal (based on a percentage of obligated dollars) for small business subcontracts. Provide a break-out of each proposed goal for: small businesses, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses. Address any applicable commitments or initiatives that will ensure utilization of small, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), and HubZone small businesses.

a. Offerors are to enter proposed percentage goals in the following blocks exactly in accordance with the stated instructions. No additional information is required or requested.

1. Of the anticipated total obligated dollars, what is the proposed percentage goal for direct awards to small business team members? If 0%, enter 0%. Do not break out by year.

Percentage goal of anticipated total obligated dollars to small business Team Members by direct award: \_\_\_\_\_

**Instructions:**

- (a) Exclude the anticipated obligated dollars to the prime contractor, even if the prime contractor is a small business.
- (b) Include direct awards to small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), service-disabled veteran-owned small business (SDVOSB), veteran-owned small business (VOSB), and HUBZone small business (HZ) Team Members.
- (c) Base the percentage on anticipated total obligated dollars, not total direct award dollars.
- (d) This percentage goal does not necessarily equal the sum of SDB, WOSB, SDVOSB, VOSB, and HZ goals, since a SB should also be included in the goals for other SB categories if applicable.

2. Of the anticipated total obligated dollars, what is the proposed percentage goal for direct awards to SDB, WOSB, SDVOSB, and HZ Team

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Members? If 0%, enter 0%. Do not break out by year.

% Goal for Direct Awards to SDB Team Members: \_\_\_\_\_

% Goal for Direct Awards to WOSB Team Members: \_\_\_\_\_

% Goal for Direct Awards to SDVOSB Team Members: \_\_\_\_\_

% Goal for Direct Awards to HZ Team Members: \_\_\_\_\_

## Instructions:

- (a) Exclude the anticipated obligated dollars to the prime contractor, even if the prime contractor is a SDB, WOSB, SDVOSB, or HZ. VOSB is not included as a separate breakout category.
- (b) Base each percentage on anticipated total obligated dollars.
- (c) If a Team Member qualifies in more than one category, anticipated direct awards should be included in the percentage goals for each applicable category. For example, if a Team Member is a SDB and WOSB, the anticipated direct awards should be included in both SDB and WOSB percentage goals. So, if 10% of the total obligated dollars is anticipated for Team Member A and Team Member A is a WOSB and a SDB, 10% should be included in the WOSB goal and 10% should be included in the SDB goal.
- (d) The total of SDB, WOSB, SDVOSB, and HZ goals does not necessarily equal the SB goal.
- (e) HUBZones must be certified by the Small Business Administration (SBA).
- (f) 8(a) firms and HBCU/MIs are considered SDB.

3. Of the anticipated total obligated dollars, what is the proposed percentage goal for small business subcontracts? If 0%, enter 0%. Do not break out by year.

Percentage Goal of anticipated total obligated dollars to small business Subcontractors:

\_\_\_\_\_

## Instructions:

- (a) Include subcontracts with small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), service-disabled veteran-owned small business (SDVOSB), veteran-owned small business (VOSB), and HUBZone (HZ) small business Subcontractors.
- (b) Base the percentage on anticipated total obligated dollars, not total subcontracted dollars.
- (c) The total percentage goals for SDB, WOSB, SDVOSB, VOSB, and HZ do not necessarily equal the SB percentage goal, since a SB should also be included in goals for other SB categories, if applicable.

4. Of the anticipated total obligated dollars, what is the proposed percentage goal for subcontract awards to SDB, WOSB, SDVOSB, and HZ Subcontractors? If 0%, enter 0%. Do not break out by year.

% Goal for Subcontract Awards to SDB Subcontractors: \_\_\_\_\_

% Goal for Subcontract Awards to WOSB Subcontractors: \_\_\_\_\_

% Goal for Subcontract Awards to SDVOSB Subcontractors: \_\_\_\_\_

% Goal for Subcontract Awards to HZ Subcontractors: \_\_\_\_\_

## Instructions:

- (a) VOSB is not a separate breakout category.
- (b) Base each percentage on anticipated total obligated dollars.
- (c) If a Subcontractor qualifies in more than one category, anticipated subcontract awards should be included in the percentage goals for each applicable category. For example, if a Subcontractor is a SDB and WOSB, anticipated subcontracts should be included in both the SDB and WOSB percentage goals. So, if 10% of the total obligated dollars is anticipated for Subcontractor A and Subcontractor A is a WOSB and SDB, 10% should be included in the WOSB goal and 10% should be included in the SDB goal.
- (d) The total of SDB, WOSB, SDVOSB, and HZ goals does not necessarily equal the SB total goal.
- (e) HUBZones must be certified by the Small Business Administration (SBA).
- (f) 8(a) firms and HBCU/MIs are considered SDB.

1. Volume 3, Pricing Structure.

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Tab A: Utilizing the format in Attachment 4, provide all applicable labor categories, descriptions, and rates for the Prime Contractor/Team Leader and all Team Members. For all labor categories included in each schedule identified on Attachment 8, enter the GSA FSS rate for the Prime Contractor/Team Leader and all Team Members and, if discounting at the BPA level, the proposed BPA rate. When completing the rate for year 1, use the rate in effect as of January 2013. For subsequent years, identify the rate and begin/end date for the covered year consistent with the GSA FSS schedule. Include all GSA schedule rates (government site/contractor site, if available for the Huntsville, Alabama area and any other rates that are deemed applicable to the proposed approach to EXPRESS. Additional columns may be added as necessary to allow for differing site or subsequent year rates. If available, provide rates through December 2018. A separate worksheet must be completed for the Prime Contractor/Team Leader and each team member. Additional worksheets may be added to reflect individual schedules and/or differing site rates. For all subcontractors available on the BPA team, enter a subcontractor listing on a separate worksheet.

Tab B: Utilizing the format in Attachment 9, the BPA Team shall map the relevant GSA schedule labor categories listed on the proposed prime contractor/team leader and key team member's schedules into the Labor Category Baseline. At a minimum, relevant labor categories from the identified primary schedule shall be mapped into the Labor Category Baseline. Relevant labor categories from secondary schedules may be mapped in accordance with the proposed approach to performing the SOW requirements. For each labor category listed on the Labor Category Baseline, enter the corresponding GSA labor categories, Calendar Year 2013 GSA FSS rate(s) and the Calendar Year 2013 BPA rate(s) for the prime/team leader and each key team member. The GSA labor categories should not be mapped to multiple baseline categories, but to the single most appropriate baseline category. The rates in Attachment 9 must be consistent with the rates provided in Attachment 4. A separate sheet within the Excel spreadsheet must be completed for the prime/team leader and each key team member identified in Attachment 8. The Labor Category Baseline minimum education and experience requirements are provided as Attachment 10. GSA labor categories must meet the minimum education and experience requirements for the Labor Category Baseline to which they are mapped. If a GSA labor category has multiple education/experience criteria, as a minimum, it must meet at least one of the baseline requirements to be mapped to that baseline category. This baseline is to aid in evaluation and is in no way to be construed as an all-inclusive listing for purposes of actually fulfilling task order requirements, which will follow BPA placement.

m. Volume 4, Past Performance.

BPA Prime/Team Leaders shall submit a description of up to five (5) contracts/task orders, on which the prime/team leader was the prime contractor, performed within five years from the issue date of this RFQ. These task orders/contracts shall be selected from the listing provided in Attachment 6. Selections of task orders shall be from different contracts, if possible. The description shall include the following information:

- (i) CAGE and DUNS numbers
- (ii) Government contracting activity, address, telephone/facsimile number
- (iii) Government Procuring Contracting Officer's name, email address and telephone/facsimile number
- (iv) Government technical representative/COR and telephone/facsimile number
- (v) Government Contracting Administration activity, and the name, email address and telephone/facsimile number of the Administrative Contracting Officer (ACO)
- (vi) Contract number
- (vii) Contract type
- (viii) Awarded price/cost
- (ix) Final or projected final price/cost
- (x) Performance Period
- (xi) If applicable, specify the percentage of proposed subcontracting goals and actual subcontracting achieved for each of the following categories: small businesses, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses.
- (xii) For award fee type contracts, specify the percentage of available award fee earned.
- (xiii) A narrative statement describing how the work is similar to the SOW requirement. Affirmation that the product provided to the government was accepted, was within negotiated costs, and was delivered in accordance with the delivery schedule, or, an explanation if not. Any known problems and the corrective actions taken should be addressed.
- (xiv) Provide the above information for all contracts terminated in whole or in part for default during the past five years; including

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those currently in the process of termination for default and those which are not similar to the EXPRESS SOW. Provide the reason for the termination.

In an effort to expedite evaluation of the past performance area, each BPA Prime/Team Leader is required to forward a Past Performance Questionnaire Form and Cover Letter (Attachment 11) to each contractual reference submitted, including each Procuring Contracting Officer (PCO), Contracting Officer's Representative (COR)/Technical Monitor(TM) and Administrative Contracting Officer (ACO). It is recommended that the Questionnaire and Cover Letter be forwarded to each respondent not later than 15 days prior to the response date for this RFQ. The BPA Prime/Team Leader is not to fill in the form (other than pertinent identification information) or obtain a copy of the completed form from the respondent.

Both independently obtained data and data provided in the quotations may be used to evaluate past performance. All data provided on Government contracts may be subject to verification. A significant achievement, problem, or lack of relevant data in any area of evaluation can become an important consideration in the Source Selection Process. While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the BPA Prime/Team Leader. The Government does not assume the duty to search for data to cure problems it finds in quotations. Quotations that do not contain the required information risk rejection by the Government. In the event that a source other than the proposal submission provides the Government with derogatory past performance information, the BPA Prime/Team Leader will be given the opportunity to rebut or corroborate such information.

n. Additional Instructions

Offerors are to provide the following as part of their proposal package:

- (i) A copy of the certification made to GSA for their schedule contract, for the applicable NAICS.
- (ii) Verification that the applicable NAICS is available on their schedule.
- (iii) Verification of the expiration date of their schedule contract.

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

EVALUATION FACTORS FOR AWARD  
M-1 RFQ EVALUATION CRITERIA

A. Basis for BPA Awards

BPA Awards will be made to those BPA Teams demonstrating the best overall capabilities and value to the government based upon the evaluation criteria. BPA awards may be made to other than the lowest priced BPA Teams.

B. Areas of Evaluation

Quotations will be evaluated in the following areas:

- (1) Performance Capability
- (2) Teaming and Business Arrangements
- (3) Socio-Economic Benefits
- (4) Pricing Structure
- (5) Past Performance

C. Relative Importance of Evaluation Criteria:

(1) Performance Capability is the most important evaluation criteria and is slightly more important than (2) Teaming and Business Arrangements and (3) Socio-Economic Benefits. (2) Teaming and Business Arrangements and (3) Socio-Economic Benefits are approximately equal in importance and each is slightly more important than (4) Pricing Structure. (4) Pricing Structure is more important than (5) Past Performance which is the least important criteria. (1) Performance Capability, (2) Teaming and Business Arrangements, (3) Socio-Economic Benefits, and (5) Past Performance combined are significantly more important than (4) Pricing Structure.

D. Evaluation Approach:

(i) The Government intends to award four BPAs to responsible BPA teams whose quotations are considered most advantageous to the government, within the Programmatic Domain. The number of additional BPAs awarded, if any, will be based upon the number and quality of quotations received as well as consideration of the overall combination of capabilities and socio-economic benefits that will be available to the Government.

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(ii) Two of the four anticipated awards are for Small Business.

(iii) One of the four anticipated awards is for an 8(a) company.

(iv) An inherent consideration during the evaluation of each area shall be the risk associated with the quotation for satisfying the Government's requirement. Quotation risk is integral to each of the evaluation areas.

(v) The Government intends to award BPAs without discussions. The Government may choose not to afford BPA Teams an opportunity to revise or modify their quotations before award. Each BPA Team should submit its best quotation in the initial response to this RFQ.

**E. EVALUATION AREA 1: Performance Capability**

The Government will evaluate the BPA Team's performance approach and capabilities as evidenced by the depth and breadth of the BPA Team's experience in the individual requirements of the SOW (Attachment 1, Paragraphs 3.1-3.16) and in the categories of supported systems and equipment listed in Attachment 2. The government will evaluate the BPA Team's understanding of the breadth and quality of EXPRESS personnel requirements as reflected by (1) identified key personnel and by (2) the labor categories available on the proposed GSA schedule labor categories and the associated minimum personnel qualifications.

**F. EVALUATION AREA 2: Teaming and Business Arrangements**

The Government will evaluate the BPA team's overall ability to successfully perform the entire range of management and administrative activities in a manner that assures high quality and cost effective performance. Such activities include task order competition, team processes, communication (within the team and with government points of contact), management controls, security compliance, and reporting. The evaluation will focus on the completeness, thoroughness and viability of the proposed teaming and business arrangements, including the delineation of the roles and responsibilities of the prime contractor/team leader, team members, and subcontractors. The Government will evaluate the BPA team's approach to managing and addressing potential organizational conflicts of interest.

**G. EVALUATION AREA 3: Socio-Economic Benefits**

The Government will evaluate the extent of the BPA Team's commitment to support various socio-economic programs including participation by small businesses (including Veteran-Owned Small Businesses), small disadvantaged businesses [including 8(a)], woman-owned small businesses, service disabled veteran owned small businesses and HubZone small businesses. The evaluation will consider the small business status of the prime/team leader, proposed percentage goals for direct awards to small business team members and proposed percentage goals for small business subcontracts.

**H. EVALUATION AREA 4: Pricing Structure**

The government will evaluate the BPA Team's overall ability to support task order requirements with highly qualified personnel as evidenced by the BPA Team's GSA schedule pricing structure. The evaluation will consist of a risk analysis including a comparison to historical averages adjusted for anticipated future changes in market conditions. The risk analysis will consider price realism and reasonableness as an indicator of the risk associated with the BPA team's understanding of the requirements of the Statement of Work. Pricing structures considered too low to support anticipated task order requirements with highly qualified personnel may receive a higher risk rating due to increased risk.

**I. EVALUATION AREA 5: Past Performance**

A performance risk assessment will be conducted by a performance risk assessment group (PRAG). The quality of relevant past performance, type of contractual arrangement and dollar value will be considered in assessing performance risk. Particular emphasis will be placed on past performance demonstrating: past management of large, diverse, task-oriented contracts or agreements; past management of contracts involving a significant amount of teaming and subcontracting; past management of contracts where flexibility was demonstrated to meet requirements in a dynamic environment; and past performance in meeting small and small disadvantaged business subcontracting goals. Absent any past or current performance history within the past five years on the same or similar efforts, the proposal rating will be considered neutral and the proposal will neither be evaluated favorably or unfavorably in the area of past performance. In conducting the performance risk assessment, the government may use data provided in the proposal and data obtained from other sources, including data in government files or data obtained through interviews with, or written questionnaires from, government personnel familiar with the contractor and its past and current performance under government contracts for similar services. Data used in conducting performance risk assessments shall not extend past five years from the issue date of the RFQ, but may include data on efforts performed during the past five years without regard to the contract award date.