

Revision No. 0, dated October 18, 2022

Flowdown Attachment

RIS FDA-2022.0723

Delivery Order Contract No.: 47QFSA21F0092

IDIQ Contract No.: GS00Q14OADU129

DPAS Rating: None

If the Purchase Order on date of award is valued at or above the threshold specified in FAR 19.702(a), located at <https://www.acquisition.gov/far/19.702>, and is not for commercial items, the following applies:

In order to meet the requirements of FAR 52.219-9 or DFARS 252.219-7004, the Seller agrees to provide a Small Business Subcontracting Plan prior to the award of a Purchase Order. The referenced plan should contain goals for subcontracting with small businesses, small disadvantaged businesses, woman-owned small business, historically under-utilized small business, veteran owned and service disabled veteran owned businesses in accordance with the plan requirements outlined in FAR 52.219-9 or DFARS 252.219-7004.

In addition, the Seller must submit an Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>) on a semi-annual basis for reporting periods ending on March 31st and September 30th. Reports are due no later than 30 days after the close of each reporting period.

Email for Seller's official acknowledging or rejecting the ISR: ris.esrs@raytheon.com
(Seller must include contractor official on the ISR report email notification)

The following customer contract requirements apply to this Order or Purchase Order to the extent indicated below and are hereby incorporated into the Order or Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon Supplier's or Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <https://www.acquisition.gov/dfars/part-252-solicitation-provisions-and-contract-clauses> or <https://www.acquisition.gov/far/>:

Whenever necessary to make the context of the Clauses applicable to the Order or Purchase Order, the term "Contractor" or "Offeror" shall mean "Supplier" or "Seller", "Subcontractor" shall mean "Seller's Subcontractor", the term "Contract" shall mean the Order or Purchase Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent Clauses if incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein. Supplier or Seller shall incorporate into each lower-tier subcontract placed in support of the Order or Purchase Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause. If any of the following clauses do not apply to this Order or Purchase Order, such clauses are considered to be self-deleting.

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SPECIAL CONTRACT REQUIREMENTS:

B.3.4. LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

“OCONUS” is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS.

The U.S. Department of State’s Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter’s allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under OASIS, Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR but, shall not receive allowance and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements.

C.4. ANCILLARY SUPPORT SERVICES

Ancillary support services is defined as services not within the scope of OASIS that are integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of OASIS.

Ancillary support services may include, but are not limited to other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise.

The OCO may allow and the Contractor may propose a labor category or labor categories at the task order level not identified in Section J.1., provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards or Construction Wage Rate Requirements, if applicable. (See RIS Exhibit A, for J.1, Labor Categories and Definitions.)

G.3.3. SUBCONTRACTING PLAN

(Applicable to all Purchase Orders.)

The Contractor shall comply with the Contractor’s Subcontracting Plan and Subcontracting Plan Addendums, incorporated into the OASIS contract by reference, to ensure that small business, small disadvantage business (SDB), women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and service-disabled veteran-owned small business (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in 15 U.S.C. 637(d)(8), any Contractor or Subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F)

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directs that a Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The OASIS Program Office requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for OASIS.

The Subcontracting Plan covers the OASIS program as whole, however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per each individual Pool the Contractor has a contract award using the web-based eSRS at <http://www.esrs.gov>.

Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their Subcontracting Plan, incorporated into the basic contract by reference. When a Contractor does not meet any one or more of their Subcontracting Goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR/SSR.

G.3.8. VETS-4212 REPORTS

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the OASIS CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

This report applies for the OASIS Program as a whole, not for each Pool the Contractor has an award under.

H.4. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

(Applicable to all Purchase Orders.)

The Office of Management and Budget's (OMB's) North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

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NAICS Codes and small business size standards are periodically updated and revised by SBA. If SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of OASIS during the term of OASIS, the OASIS CO may need to update the OASIS MA-IDIQ task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

H.6. SYSTEMS, CERTIFICATIONS, AND CLEARANCES

(Applicable to all Purchase Orders.)

Acceptable Accounting Systems are mandatory for all Contractors on OASIS. Cost Accounting Standards (CAS) are mandatory unless, covered by exemption under 48 CR 9903.201-1 and 48 CFR 9903.201-2. All other Systems, Certifications, and Clearances are optional; however, Contractors are encouraged to acquire the following Systems, Certifications, and Clearances for the benefit of customer agencies.

All Systems, Certifications, and Clearances must be maintained at the Contractors current level at time of award or higher throughout the period of performance of OASIS. For example, if a Contractor received an evaluation credit for having an Approved Purchasing System and CMMI Level 3 certification at time of award, then the Contractor must maintain an Approved Purchasing System and CMMI Level 3 certification level or higher for the life of OASIS.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped.

For each Contractor, the OASIS Program Office will maintain a current list of all applicable Systems, Certifications, and Clearances for the OCO upon request.

H.6.3. COST ACCOUNTING STANDARDS (CAS)

(Applicable to all Purchase Orders.)

Cost Accounting Standards (CAS) are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices.

The Contractor and its Subcontractors may be subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage which requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply.

When a Contractor is subject to CAS, the Contractor must comply with CAS coverage for task orders awarded under OASIS. CAS does not apply to task orders and subcontracts for the acquisition of commercial items under FAR Part 12 or when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

When a Contractor is subject to CAS, the Contractor must maintain CAS compliance by DCAA or other cognizant auditor for the entire term of OASIS. The Contractor shall notify the OASIS CO and designated OCO for affected task orders, in writing, if there are any changes to their CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reasons for the change and copies of audit reports, as applicable.

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CAS does not apply to task orders for the acquisition of commercial items when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

H.6.5. APPROVED PURCHASING SYSTEM

(Applicable to all Purchase Orders.)

An approved purchasing system means the Contractor's purchasing system has been approved under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the OCO on an individual task order or task orders with no subcontracting possibilities or for commercial items acquired under FAR Part 12.

An Approved Purchasing System is not mandatory; however, Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office for the entire term of OASIS.

The Contractor shall notify the OASIS CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their purchasing system and provide the reasons for the change and copies of CPSR reports, as applicable.

H.6.6. EARNED VALUE MANAGEMENT SYSTEM

(Applicable to all Purchase Orders.)

An earned value management system (EVMS) means a project management tool that effectively integrates the project scope of work with cost, schedule and performance elements for optimum project planning and control. The qualities and operating characteristics of EVMS are described in American National Standards Institute /Electronics Industries Alliance (ANSI/EIA) Standard-748.

An EVMS is not mandatory; however, Contractors are encouraged to have an EVMS ANSI/EIA Standard-748 during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their EVMS and provide the reasons for the change and copies of audits by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office, as applicable. If only part of a Contractor's organization is EVMS ANSI/EIA Standard-748 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.7. ISO 9001:2008 Certification

(Applicable to all Purchase Orders.)

International Organization for Standardization (ISO) 9001:2008 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements.

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An ISO 9001:2008 Certification is not mandatory; however, Contractors are encouraged to have ISO 9001:2008 Certification during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their ISO 9001:2008 Certification and provide the reasons for the change and copies of audits from an ISO 9001 Certification Body, as applicable. If only part of a Contractor's organization is ISO 9001:2008 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.8. ISO 17025 Certification

(Applicable to all Purchase Orders.)

International Organization for Standardization (ISO) 17025 Certification is used by laboratories to implement a quality system aimed at improving their ability to consistently produce valid results.

An ISO 17025 Certification is not mandatory; however, Contractors who desire to compete for work involving laboratories within the research and development industry are encouraged to have ISO 17025 Certification during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their ISO 17025 Certification and provide the reasons for the change and copies of audits from an ISO 17025 Certification Body, as applicable. If only part of a Contractor's organization is ISO 17025 certified the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.9. ISO 14001:2004 Certification

(Applicable to all Purchase Orders.)

International Organization for Standardization (ISO) 14001:2004 Certification is applicable to any organization that wishes to establish, implement, maintain and improve their environmental management system and to assure itself of conformity with its stated environmental policy.

An ISO 14001:2004 Certification is not mandatory; however, Contractors who desire to compete for environmental related work are encouraged to have ISO 14001:2004 Certification during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their ISO 14001:2004 Certification and provide the reasons for the change and copies of audits from an ISO 14001:2004 Certification Body, as applicable. If only part of a Contractor's organization is ISO 14001:2004 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.10. AS9100 Certification

(Applicable to all Purchase Orders.)

AS9100 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements for the aerospace industry.

An AS9100 Certification is not mandatory; however, Contractors who desire to compete for work within the aerospace industry are encouraged to have AS9100 Certification during the entire term of OASIS. The

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Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their AS9100 Certification and provide the reasons for the change and copies of audits from an AS9100 Certification Body, as applicable. If only part of a Contractor's organization is AS9100 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.11. CMMI Maturity Level Certification

(Applicable to all Purchase Orders.)

Capability Maturity Model Integration (CMMI) is a 5 level approach to improve processes across projects, divisions, or an entire organization in the areas of acquisition, services, and/or development.

CMMI Certification is not mandatory; however, Contractors are encouraged to have CMMI Maturity Level 3 or higher in acquisition, services, and/or development during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their CMMI Level and provide the reasons for the change and copies of appraisals from a CMMI Instituted Certified Lead Appraiser, as applicable. If only part of a Contractor's organization is CMMI certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.7. SECURITY CLEARANCE REQUIREMENTS

(Applicable to all Purchase Orders.)

The OCO must tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under OASIS.

H.7.1. FACILITY CLEARANCE LEVEL

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of a FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

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There are no mandatory levels of facility security clearance for Contractors under OASIS; however, task orders may require an FCL at any level, under OASIS.

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of OASIS. The Contractor shall notify the OASIS CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FCL and provide the reasons for the change. If only part of a Contractor's organization has a FCL, the Contractor shall make the distinction between which business units or sites and geographic locations have a FCL.

Only those Contractors that meet a required FCL level on task order solicitations shall be eligible to compete.

H.7.2. EMPLOYEE SECURITY CLEARANCE

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.7.3. HSPD-12

(Applicable to all Purchase Orders that require access to Federal controlled facility or access to a Federal information system.)

When a Contractor or their Subcontractors are required to have physical access to a Federal controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

H.8. SUSTAINABILITY

(Applicable to all Purchase Orders.)

OASIS seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Executive Order 13514:

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Federal Leadership in Environmental, Energy and Economic Performance, and its precursors, successors and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help OASIS customers understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies. CUSTOMER encourages Contractors to provide the location(s) (Internet URL or URLs) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's OASIS webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires. Additionally, it is strongly encouraged that all sustainability disclosure be kept up-to-date and accurate.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.9. PROPRIETARY SOLUTIONS

(Applicable to all Purchase Orders.)

Contractors are discouraged from proposing proprietary solutions in response to OASIS task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support. If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark their proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.12. TRAINING AND PERMITS

(Applicable to all Purchase Orders.)

The Contactor shall provide fully trained and experienced personnel required for performance under task orders awarded under OASIS. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under OASIS.

H.13. ETHICS AND CONDUCT

(Applicable to all Purchase Orders.)

Personal services are not authorized under OASIS. OASIS is strictly a non-personal services contract which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees must conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3 and GSAM Part 503 Improper Business Practices and Personal Conflicts of Interest.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped.

H.13.1. SUPERVISION

(Applicable to all Purchase Orders.)

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under OASIS and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under OASIS. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with OASIS, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of OASIS.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this Section.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the OCO and OASIS CO immediately of this communication or action.

H.13.2. CONDUCT

(Applicable to all Purchase Orders.)

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under OASIS; conduct business other than that which is covered by OASIS during periods funded by the Government; conduct business not directly related to OASIS on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or otherwise act to disrupt official Government business.

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The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor must notify the OCO and OASIS CO immediately of this communication or action.

H.13.3. CONFLICTS OF INTEREST

(Applicable to all Purchase Orders.)

The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under OASIS. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under OASIS. Assuming no real or potential conflict of interest, an OASIS Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under OASIS or OASIS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under OASIS.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under OASIS which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The Contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or OASIS CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.14. GOVERNMENT PROPERTY

(Applicable to all Purchase Orders.)

For task orders awarded under OASIS, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45, Government Property and other applicable agency specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of OASIS.

The OCO must tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.14.2. GOVERNMENT FACILITIES

(Applicable to all Purchase Orders that require access to Government facilities.)

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

The Contractor is responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government. The Contractor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this clause.

H.14.3. RIGHTS OF INGRESS AND EGRESS

(Applicable to all Purchase Orders that require access to Government facilities.)

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

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During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

ARTICLE 8.0 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(Applicable to all Purchase Orders.)

This contract/task order effort has potential for an OCI as identified in FAR 9.5 and DFARS 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under this contract/task order, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this task order. After reviewing FAR 9.5 and DFARS 209.5 in their entirety, if the Contractor determines their company, including SubContractors and Consultants, has an actual or potential OCI, the Contractor shall notify the CO, in writing. Any offeror written submissions regarding an actual or potential OCI shall be submitted as part of the proposal. The written submissions shall include a proposed mitigation plan for review and ultimate incorporation into the task order should the offeror be the awardee. Also, any identification of an actual or potential OCI that exists at the time of proposal submission shall be included in the COVER LETTER. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Offeror may be excluded from consideration for award.

The Contractor agrees that, if after award at any time during the performance period, it discovers an actual or potential OCI; it shall make immediate and full disclosure in writing to the CO. The notification shall include a description of the actual or potential OCI, a description of the action the Contractor has taken or proposes to take to avoid, mitigate or neutralize the conflict, and any other relevant information that would assist the CO in making a determination on this matter.

The Contractor shall not use any Government information provided to them for any purpose other than for performance of this task order. Furthermore, the Contractor shall not provide any information to any individual, company or other entity that, other than for performance of this task order, does not have a need to know.

ARTICLE 8.1.1 ORGANIZATIONAL CONFLICT OF INTEREST PROCEDURES:

(Applicable to all Purchase Orders.)

a. The guidelines and procedures of FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest and FAR Part 3 Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of conflict of interest.

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- b. All contractor personnel (to include subcontractors and consultants) who will be personally and substantially involved in the performance of any task order issued under HN-RAA/VAK which requires the contractor to act on behalf of, or provide advice with respect to any phase of a procurement shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” form. The Contracting Officer (KO) will provide the appropriate nondisclosure form specific to the procurement.
- c. The contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.
- d. In the event that a task order requires activity that would create an actual or potential conflict of interest, the contractor shall immediately notify the KO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the KO to proceed; or, identify the conflict and recommend to the KO an alternate approach to avoid the conflict.
- e. The acquisition of services under this contract may create actual or potential conflicts of interest for prime contractors and their respective subcontractors. Prime contractors are responsible for ensuring that both they and their subcontractors are not restricted from participating in HN-RAA/VAK requirements due to an OCI caused by any existing or in-process USSOCOM contract. This includes all USSOCOM funded contracts or subcontracts, including those at the headquarters and either the Theater Special Operations Commands (TSOCs) or the Geographic Combatant Commands (COCOMs).
- f. USSOCOM prefers that offerors competing for HN-RAA/VAK requirements have no known OCIs. While mitigation plans will be considered, they create considerable work for the Agency and each contractor to ensure that OCIs are adequately mitigated at the time of task order award. Consequently, industry is encouraged to avoid OCI issues to the maximum extent practicable prior to submitting task order proposals by prudent teaming in connection with HN-RAA/VAK requirements.
- g. Any HN-RAA/VAK tasks that create biased ground rules or impaired objectivity for a prime contractor or proposed subcontractor will make that prime offeror ineligible for award. In some instances, establishing an acceptable OCI mitigation plan for a HN-RAA/VAK requirement will be challenging, if not impossible. Therefore, individual contractors and contractor teams are encouraged to contact the contracting officer prior to the proposal due date to obtain an informal written assessment of whether their OCI mitigation efforts will be adequate. The informal assessment will not be binding upon the Government, but is intended industry of the Government’s probable response to its OCI mitigation to better inform efforts. Please note that a proposal of 100% subcontracting and firewalls WILL NOT be considered an acceptable OCI mitigation plan.

ARTICLE 14.4 CYBER SECURITY

The vendor shall make every effort to comply with current DoD and USSOCOM cybersecurity governance (to include best practices and countermeasures), under the processes prescribed by the SOF AT&L Cybersecurity personnel. The Contractor shall engage in reasonable efforts to enhance all aspects of cybersecurity (as related to threats, vulnerabilities, prioritization, requirements and investments) that aid in designing in cybersecurity from the beginning and building in a defense-in-depth strategy. Cybersecurity will be an integral part of the entire software development life cycle (SDLC) and hardware development life cycle (HDLC).

The level of effort provided by the vendor will have a direct impact on the time required to secure an Approval to Operate from our organization’s CIO or the delegated authorizing official. Some systems will

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require extra levels of rigor due to their complexity, sensitivity of processed data or other factors. Other systems may operate in an air-gapped fashion and only require an assessment with a bit less rigor. Cybersecurity personnel can assist in defining project specifics with the Program Management Office (PMO) during the project discovery meeting. Common efforts required for Assessment and Authorization (A&A) include:

- Selection of equipment from the National Information Assurance Partnership (NIAP) Product Compliant List (required consideration but not always practical for use case)
- Selection of equipment from the National Security Agency (NSA) Commercial Solutions for Classified (mandatory for equipment processing classified information)
- Application of Defense Information Services Agency (DISA) Security Technical Implementation Guides (STIGs)
- Implementation of all applicable Security Controls (in conjunction with the PMO and IT/Cybersecurity)
- Coordinated strategy with PMO for applicable patching and configuration/change management
- Documentation for Plan of Action and Milestones (POA&M), help provide mitigation strategies (in conjunction with the PMO and Cybersecurity)
- Develop and provide documents and assistance associated with obtaining Interim Authority to Test (IATT), Authority to Operate (ATO), and System Information Profile (SIP) Change Requests (SCR). This will include but is not limited to:
 - o A baseline of the integrated COTS, GOTS and Free and Open Source Software (FOSS) by version for each delivery
 - o Application/system data flow diagrams, systems architecture diagram, Internal/external port/service usage, Internal/external connections, Web services provided/consumed Authentication procedures/ flow diagram
 - o Assist the ISSO/ISSM in the development of mitigations for known vulnerabilities/findings documented in POA&Ms. Develop and provide version and description documents and identify all changes to the baseline per delivery.
 - o Produce source code scan results and develop responses for the DISA Application Security and Development Checklist upon delivery of source code to the government when entering GDT&E for analysis and validation.
- All software and hardware developed will be architected, designed and maintained IAW with known industry best practices and standards, USSOCOM, U.S. Air Force, DoD, and the
- National Institute of Standards and Technologies (NIST) policies and guidance (including any updates) to include but not limited to:
 - o MITRE CWE/SANS Top 25 Most Dangerous Software Errors, Open Web Application Security Project (OWASP) Top ten web vulnerabilities
 - o USSOCOM Policy 380-3 Cybersecurity Manual
 - o DISA Application Security and Development Checklist and all other applicable Secure Technical Implementation Guides (STIGs) and checklists

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- o DoD Instruction 8500.2, Cybersecurity & DoD Instruction 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT)
- o NIST SP 800-53 and CNSSI 1253
- o NIST FIPS 140-2, Security Requirements for Cryptographic Modules, FIPS 180-3, Secure Hash Standard and FIPS 186-3, Digital Signature Standard

- Doing business with the DoD you now have to protect your information and you must comply with NIST SP 800- 171 Titled: Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
LINK: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r1.pdf>

ARTICLE 16.0 GOVERNMENT FACILITIES

As specified in the TO, Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on Government site. All Contractor personnel with supplied government facilities shall be located at Outside the Contiguous United States (OCONUS) sites, USSOCOM MacDill AFB, in Tampa Florida, and various other facilities as determined by TO requirements.

The Government will provide a desk, workspace, utilities, electrical power hookups, individualized Government work computers (SIPRNET and NIPRNET), secure telephone access, appropriate facility access badges, and administrative supplies for those labor categories as needed to accomplish the task order as applicable.

ARTICLE 17.0 Contractor FACILITIES

The Contractor's facility location shall not present a hardship to complete work required on task order. Real time communication shall be available and no specific facility location is required. The Contractor facility shall be able to warehouse GFP and CAP. The Contractor's facility is not necessary for the exclusive use of this task order and can be utilized on a shared basis. Estimated space required shall be 500 square feet (sqft) of secured (locked), DPAS compliant building space. The Contractor shall meet all facility location and size requirements within three days after task order award.

ARTICLE 18.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information (GFI) is Government owned intellectual property provided to Contractors for performance on a contract. GFI includes manuals, technical specifications, maps, building designs, schedules, drawings, test data, etc. Depending on information contained in a document, the Contractor shall comply with additional controls (e.g., completion of a Non-Disclosure Agreements, etc.) for access and distribution. The Government will provide access to documentation, information, and databases as needed to accomplish the task order as applicable.

ARTICLE 20.0 GOVERNMENT-FURNISHED PROPERTY (GFP)

As defined in FAR Part 45, GFP is property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFP includes spares and property furnished for repair, maintenance, overhaul, or modification. GFP includes Government-furnished equipment (GFE).

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Utilizing GFP on this TO is authorized in accordance with DFARS requirements. The Contractor shall meet applicable FAR and DPAS requirements for the use and charges of GFP. The Contractor shall have the means to provide an effective and efficient stewardship of Government property.

The Contractor shall be responsible for processing GFP receipts, returns, losses, etc, through the Procurement Integrated Enterprise Environment (PIEE) and/or GSA ASSIST GFP Module using the Business Partner Number (BPN) provided by PEO-SR.

20.1.1 Government-Furnished Equipment

GFE is Property, Plant and Equipment (PP&E) provided to the Contractor. It consists of tangible items that are functionally complete for their intended purpose, durable, non-expendable, and needed for the performance of a contract. It is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. It does not include material, real property, special test equipment or special tooling.

FSR Equipment. Upon award the Government will transfer accountability of equipment from the incumbent Contractor to the Successor Contractor. Should the equipment not be available or is inoperable, the Contractor is responsible for obtaining replacement equipment. Such replacement equipment will be reimbursed by the government under this contract. All equipment transferred to the Contractor shall be accounted for and returned to the government upon request or at the end of the contract. Any and all equipment purchased by the Contractor and reimbursed under this contract shall be government property and shall be returned to the government upon request or at the end of the contract.

RAA/VAK equipment. The Government will provide equipment for POI and NET courses in order to supplement unit provided equipment. Any new equipment added to the product line will be provided as GFE to the Contractor in a timely manner to allow for incorporation into the POI and support dissemination of subject matter expertise to the FSR workforce.

Other furnished equipment: The Government (PMO) will issue Common Access Cards (CACs) directly to the FSRs and will maintain direct liaison between the FSRs. In the unlikely event of OCONUS duties, additional equipment, such as: military issued clothing, other military issued equipment, Government furnished meals (not associated with dining facilities), etc., will be handled ensure all FSR(s) in need of an appropriate Letter of Authorization (LOA) is provided, granting access to authorized Government services and equipment, if and when required.

20.2 Contractor-ACQUIRED PROPERTY (CAP)

As defined in FAR Part 45, CAP is property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor-acquired equipment (CAE), Contractor-acquired material (CAM), ST, and STE.

CAP items are acquired, fabricated, or otherwise provided by the Contractor to support the contract and may be wholly provided to USSOCOM, incorporated into a system, consumed, or delivered as an end item in the performance of the contract. It is the responsibility of the Component, TSOC, and/or forward deployed government/military personnel to make all equipment selections based on their operational and training requirements. The Contractor shall provide CAP as identified within each AOR throughout the task order.

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Prior to actual items being acquired, fabricated, or otherwise provided, the Contractor shall obtain COR concurrence.

20.2.1.1 Equipment and Material Procurement

The Contractor shall research specified CAP as utilized within the task parameters. To ensure fair and reasonable pricing under this cost reimbursable line item, the Contractor shall ensure acquisition selection factors include price, availability, reliability, and supportability within current supply system. The Contractor shall keep source selection records and make it available for government review as needed. Prior to items being purchased, the Contractor shall obtain COR concurrence. The Contractor shall provide all support data and cost estimates necessary to justify a fair and reasonable price per item procured. The Contractor shall have an adequate accounting system to track all items and the delivery status per contract/task order and per item. After receipt, the Contractor shall have an adequate property management system to track the item location per contract/task order per item. All items procured by the Contractor shall be utilized or staged at the Contractor's facility transported by the Contractor to the installation, integrated or consumed in a system, or returned to the government at the completion of the contract/task order. The Contractor shall be responsible for identifying monthly and cumulative CAP procurements in the TOSR (CDRL A004). Contractor shall recommend and procure items that conform to the following applicable product validation, identification, and tracking requirements.

20.2.1.2 Product Validation – The Contractor shall certify that it purchases supplies from authorized resellers and/or distributors. The Contractor shall warrant that the products are new, in their original box. The Contractor shall obtain all manufacturer products submitted in contract/task order offers from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The Contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to Government as the original licensee authorized to use the manufacturer software. The Contractor shall track the licensing information and have it available for government review.

20.2.1.3 Electronic Parts – In order to mitigate use of counterfeit and/or defective electronic parts, the Contractor shall ensure all acquired electronic parts comply with the notification, inspection, testing, and authentication requirements in accordance with DFARS clauses 252.246-7007 and DFAR clause 252.246-7008 specific to for electronic parts.

20.2.1.4 Item Unique Identification (IUID) – The Contractor shall ensure that certain delivered items manufactured, integrated, or purchased (depending if item meets a unit cost threshold, is serially managed, or if government specifies identification required) have an item unique identification or Unique Item Identifier (UII). If specified by the Government, prior to delivery, the Contractor shall clearly mark and identify each applicable item based on the guidance provided in DoD MIL-STD-130N for those items not already marked. With Government concurrence, the Contractor shall specify the construct, syntax, marking methodology, and quality methodology chosen to mark the required parts and any corresponding technical justification. All IUID information shall be recorded and shall be subject to Government review. The Contractor shall track IUID items and maintain information being recorded.

Prior to delivery of applicable CAP item, the Contractor shall register items with Unique Item Identifier (UII) in the IUID Registry.

20.3 GOVERNMENT PROPERTY MANAGEMENT

20.3.1 Contractor Property Management System

Pursuant to FAR clause 52.245-1 and DFARS clause 252.245-7003, the Contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the Contracting Officer and contract/task order Government Property Administrator. The Contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1 and include the required data elements in DFARS clause 252.211-7007. The Contractor shall ensure GFP in the possession of a subcontractor shall also be reported using the required data elements cited in DFARS clause 252.211-7007.

20.3.2 Government Property Administrator

As allowed by FAR Subpart 42.201, the contract property administrator under this contract is designated as Defense Contract Management Agency (DCMA). The Contractor shall work with the designated contract property administrator to ensure compliance with the contract's property requirements.

20.3.3 GFP Transfer between Government and Contractor

Contractors shall not take receipt or transfer custody of any GFP without possessing proper contractual authority; i.e.; GFP items must be specified on a Consolidated GFP form which is tied to one specific contract or task order. The Contractor shall perform GFP reporting as required by DFARS clause 252.211-7007. The primary and preferred means of reporting is via electronic transfer transaction in Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT), an application within WAWF, which will automatically transmit the GFP custody information to the GFP Repository within the Item Unique Identification (IUID) Registry. For non-serially managed GFP items, the Contractor shall only report the initial receipt. For serially-managed GFP items, the Contractor shall report all subsequent transactions affecting GFP custody. In order to perform electronic transaction reporting in iRAPT, the Contractor shall register for iRAPT access and obtain the Contractor Property Shipper and Contractor Property Receiver roles.

Note: As a backup process to the electronic tracking, USSOCOM property management specifies use of Requisition and Invoice/Shipping Document (DD1149) and/or COMSEC Material Report (SF153) to validate actual transfer of property physically occurred. The Contractor shall ensure all received and returned items are documented with proper paperwork.

20.3.4 GFP Tagging, Labeling and Marking

The Contractor shall tag, label, or mark all serially managed GFP items not previously tagged, labeled, or marked. This does not refer specifically to an IUID tag, label or mark.

20.3.5 Government Property Records

Pursuant to FAR clause 52.245-1, Contractors and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. The Contractor shall ensure GFP and CAP records contain, at a minimum, the data elements as described in FAR clause 52.245-1 and GFP records also contain the data elements specified in the DFARS clause 252.211-7007.

20.3.5.1 The Contractor shall ensure all GFP and CAP identified in the Contractor's Property Management System are designated appropriately as material, equipment, ST and/or STE. The Contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records. The Contractor shall forward the GFP inventory to USSOCOM functional mailbox for review, tracking, and centralization which is required as part of the monthly TOSR (CDRL A004).

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20.3.5.2 For all GFP items including laptops (identified on the Consolidated GFP form) removed from a Government facility, the Contractor employee shall possess at all times a Government signed copy of the DD1149 specifying contract and applicable task order number, if applicable, company name, model number, and serial number of the computer. For GFP laptops assigned to Contractor employees, in addition to the signed DD1149, a Contractor-generated property pass with the employee's name may be attached to validate possession in accordance with applicable company internal procedures.

20.3.6 CAP Inventory and Warranty Tracking

The Contractor shall create and maintain internal records of all Government property accountable to the contract, including GFP and CAP. In accordance with DFARS clause 252.246-7006, the Contractor shall record each item delivered and/or ordered in a Material Inspection and Receiving Report/Inventory Tracking Report which are subject to review and delivery as requested (CDRL A002). At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, and the manufacturer warranty period and expiration date, if applicable. The Contractor shall have inventory report information available for Government review, and the Contractor shall ensure the report information has the ability to be sorted and manipulated by any of the input fields.

20.3.7 Government Property Transferring Accountability

GFP cannot be transferred between contracts or task orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts and/or task orders. Unlike GFP, CAP cannot be transferred. If CAP is required to be utilized on a contract or task order other than the one that funded its acquisition, it must be delivered to the Government. Once received and accepted by the Government, it can be provided as GFP on the same or another contract.

20.3.8 Government Property Lost or Damaged Items

Contractor shall promptly report to the COR and Contracting Officer all lost and/or damaged Government property. The requirements and procedures for reporting lost Government Property are specified in DFARS clause 252.2457002.

20.3.9 Government Property Inventory Disposition

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the Contractor shall initiate and submit an excess inventory listing to the Contracting Officer, via the activity Property Administrator.

Pursuant to DFARS clause 252.245-7004, when disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. The Contractor shall submit the list to the COR and PCO, via the activity Property Administrator, at which time disposition instructions will be provided by the Government.

Note: If any Government property is slated for demilitarization, mutilation, or destruction by the Contractor, the event shall be witnessed and verified by the COR or the designated Government personnel.

The Contractor shall include a final inventory reporting list in the contract/task order Closeout Report (CDRL A005). At the time of the Contractor's regular annual inventory, the Contractor shall provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All Contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the Government Property Administrator.

ARTICLE 22.0 SAFETY ISSUES**22.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the contracts. Without Government assistance, the Contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system. If performing within Government facilities, Contractor shall immediately report any accidents involving Government or Contractor personnel injuries or property/equipment damage to the Contracting Officer and COR. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the COR or on-site Government representative.

22.2 SAFETY EQUIPMENT

All personnel safety equipment required to perform work under this contract shall be provided by the Contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

The Contractor shall provide each deploying FSR with a kit that includes required test equipment and personal protective equipment. Upon completion of the contract, this equipment will be turned over to the Government.

22.3 SAFETY TRAINING

The Contractor shall be responsible to train all personnel that require safety training.

ARTICLE 23.0 SUBCONTRACTING REQUIREMENTS

In accordance with FAR clause 52.219-9, the Contractor shall effectively implement their government approved Small Business Subcontracting Plan throughout the life of the task order. The Contractor shall provide for maximum practicable opportunity for Small Business to participate in contract performance consistent with efficient contract performance. The Contractor shall demonstrate or at least document they have provided their best attempt to meet all terms and conditions in the contract relating to Small Business participation. Inability to adhere to an effective subcontracting program shall negatively affect a Contractor's annual government Contractor Performance Assessment Report (CPAR) rating.

23.1 APPROVED Subcontractors

If the prime Contractor is planning to utilize subcontractor(s) on this contract, the applicable subcontractors shall be specified task order award, if applicable. Per FAR clause 52.244-2, if a subcontractor (includes tier 1, tier 2, tier 3, etc.) is proposed by a prime and is not approved on the basic contract, formal justification is required and subject to Government approval.

23.2 USE OF Subcontractors

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Subcontractors are considered a valuable component of the RAA/VAK program. The PMO encourages teaming among industry partners to the maximum extent possible. Teaming arrangements shall provide meaningful partnering between companies and deliver benefit to PMO.

Prime Contractors shall engage first-tier Subcontractors only. The use of lower than first-tier SubContractors creates contract integration and accountability challenges that are unacceptable to the PMO on this contract. Deviation from this policy shall require written approval from the KO and COR.

All Subcontractor personnel shall be directly employed by the Subcontractor Company. No Subcontractor's personnel may be under consulting contracts or agreements, 1099 arrangements or other arrangements that would be viewed as anything but an employer-employee arrangement.

The PMO shall manage all aspects of the Prime to Subcontractor relationship, from establishing the initial agreements to ensuring the SOW's requirements and terms are adhered and respected.

Due to the duty location(s) and combat environment of the TO, the use of 1099 contractor employees are discouraged.

ARTICLE 24.2 OCONUS TRAVEL REQUIREMENTS

Pursuant to DoDI 3020.41, and the latest DoD Foreign Clearance Guide requirements, the Contractor shall travel outside the continental United States (OCONUS) sites to support deployed forces.

24.2.1 General OCONUS Requirements

The Contractor shall ensure compliance with applicable clauses and travel guide requirements prior to traveling to each of the specified travel locations. The Contractor shall be responsible for knowing and understanding all travel requirements as identified by the applicable combatant command (CCMD) and country. The Contractor shall be responsible for submitting applicable deployment forms and/or deployment packages (CDRL A014) to the COR or contract technical POC and USSOCOM Deployment Manager no later than 30 days prior to travel.

For all OCONUS travel, the Contractor shall submit an official OCONUS Travel Form and shall ensure all OCONUS travel has an approved Aircraft and Personnel Automated Clearance System (APACS) request. The contract/task order COR will provide a blank travel form after contract/task order award.

24.2.2 OCONUS Immunization Requirements

Pursuant to DoDI 6205.4, and any additional USSOCOM specific requirements, Contractor employees who deploy to OCONUS locations both shore and afloat shall require up to date immunizations.

24.2.3 Letter of Authorization

If work requires Contractor personnel to process through a deployment center or to travel to, from, or within the designated operational area, the Contractor shall have a letter of authorization (LOA) signed by the designated Contracting Officer. The LOA identifies any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under contract and task order, if applicable. The Contractor shall initiate a LOA for each prospective traveler. The Contractor shall use the web-based Synchronized Pre-deployment & Operational

Tracker (SPOT) or its successor, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the Contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government

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contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs are required to be signed and approved by the SPOT registered Contracting Officer of this contract.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq (OSC-I) or the Department of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is no longer valid beyond Dec 2011.

24.2.4 Theater Business Clearance (TBC) Special Requirements

Contractors required to travel to Afghanistan shall conform to the latest CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) Special Requirement specific to USCENTCOM area of responsibility. Work performed in Afghanistan requires a monthly Contractor Census Report (CDRL A009) that the Contractor shall submit to the Contracting Officer. See DD-1423 for specific reporting requirements.

ARTICLE 26.0 SECTION 508 COMPLIANCE

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

IAW FAR 2.101: Electronic and information technology (EIT) has the same meaning as “information technology” except EIT also includes any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term EIT, includes, but is not limited to, telecommunication products (such as telephones), information kiosks and transaction machines, worldwide websites, multimedia, and office equipment (such as copiers and fax machines).]

FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE FROM THE DELIVERY ORDER:

Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.204-14	Service Contract Reporting Requirements (Oct 2016)	Applicable to all Orders when Seller is a first-tier subcontractor providing services when the Order is at or above the thresholds in FAR 4.1703(a)(2) so that Buyer can get required information from Seller for reporting by Buyer to Buyer's customer. Seller's information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.	X	X
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or	Applicable to all Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be	X	X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
	Pricing Data--Modifications (Oct 2010) - Alternate III (Oct 1997)	required for modifications and submission via electronic media is required.		
52.222-50	Combating Trafficking in Persons (Jan 2019)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$500,000 in value.	X	X
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, with small business concerns, including Orders with small business concerns for the acquisition of commercial items.	X	X
52.245-1	Government Property (Jan 2017)	Applicable to all Orders when Government property is acquired or furnished (see PT-001).	X	X
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)	Applicable to all Orders for operationally critical support, or for which Order performance will involve covered defense information.	X	X
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Oct 2015)	Applies to all Orders.	X	X
252.222-7999	Combating Race and Sex Stereotyping (DEVIATION 2021-O0001) (Nov 2020)	Applicable to all Orders for subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended.	X	X
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military (Oct 2010)	Applicable to all Orders for the construction, installation, repair, maintenance, or operation of facilities, infrastructure, or for equipment configured for occupancy, planned for use by DoD military or civilian personnel during military operations.	X	X
252.251-7000	Ordering From Government Supply Sources (Aug 2012)	Applicable to Orders when (i) Seller's performance is listed on a Government Supply Source list and (ii) such performance may be purchased pursuant to Government authorization and (iii) Buyer expressly includes such	X	X

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			C	NC
		authorization via order specific text on the Order.		

FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE FROM THE IDIQ:

Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.203-5	Covenant Against Contingent Fees (Apr 1984)	Applicable to Orders over the Simplified Acquisition Threshold.		X
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	Applicable to all Orders over the Simplified Acquisition Threshold.		X
52.203-7	Anti-Kickback Procedures (Oct 2010)	Applicable to all Orders that exceed \$150,000, excepting paragraph (c)(1)).	X	X
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	Applicable to all Orders exceeding \$150,000.	X	X
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)	Applicable to all Orders (i) that have a value more than \$5,000,000 and (ii) that have a performance period of more than 120 days. (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.	X	X
52.203-14	Display of Hotline Poster(s) (Dec 2007)	Applicable to Orders over \$5,000,000, except for Orders performed entirely outside the United States.		X
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)	Applicable to Orders over \$150,000 that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.	X	X
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform	Applicable to all Orders over the Simplified Acquisition Threshold.	X	X

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Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
	Employees of Whistleblower Rights (Sep 2013)			
52.204-2	Security Requirements (Aug 1996)	Applicable to all Orders that involve access to classified information. Any reference to the Changes clause is excluded.	X	X
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)	Applicable to all Orders when the Buyer is the Prime Contractor and the Order exceeds \$25,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.	X	X
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6.	X	X
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)	Applicable to all Orders exceeding \$30,000, except for Orders for commercially available off-the-shelf items.	X	X
52.215-2	Audit and Records – Negotiation (Oct 2010)	Applicable to the following Orders that exceed the Simplified Acquisition Threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.	X	X
52.215-14	Integrity of Unit Prices (Oct 2010)	Applicable to Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.		X
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010)	Applicable to all Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications.	X	X
52.219-8	Utilization of Small Business Concerns (Jul 2013)	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, (except to small business concerns) that offer further subcontracting opportunities. (see FAR 52.219-9)	X	X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.219-9	Small Business Subcontracting Plan (Jul 2013)	Applicable to Orders that are expected to exceed the threshold identified in FAR 19.702(a) on the date of subcontract/Order award, and to Orders to the extent that the work under the Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Order. Not applicable to Orders for commercial items.		X
52.219-9	Small Business Subcontracting Plan (Jul 2013) - Alternate II (Oct 2001)	Applicable to Orders that are expected to exceed the threshold identified in FAR 19.702(a) on the date of subcontract/Order award, and to Orders to the extent that the work under the Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Order. Not applicable to Orders for commercial items.		X
52.219-14	Limitations on Subcontracting (Nov 2011)	Applicable to Purchase Orders for supplies, services, and construction, if any portion of the requirement is to be set aside for small business and the contract amount is expected to exceed the simplified acquisition threshold. This includes multiple-award contracts when orders may be set aside for small business concerns, as described in 8.405-5 and 16.505(b)(2)(i)(F), and when orders may be issued directly to a small business concern as described in 19.504(c)(1)(ii). For contracts that are set aside, the contracting officer shall indicate in paragraph (d) of the clause whether compliance with the limitations on subcontracting is required at the contract or order level.		X
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Jul 2005)	Applicable to Orders that require or involve the employment of laborers and mechanics . Applicable to foreign Sellers when any work under the Order will be performed in the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake		X

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Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
		Island, and Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C.1331) (29 CFR 5.15).		
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Mar 2012)	Applicable to Orders for the acquisition of supplies that are expected to exceed the micro-purchase thresholds.	X	X
52.222-21	Prohibition of Segregated Facilities (Feb 1999)	Applicable to all Orders over \$10,000. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. “United States”, as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.	X	X
52.222-26	Equal Opportunity (Mar 2007)	Applicable to all Orders exceeding \$10,000. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. “United States”, as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.	X	X
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)	Applicable to all Orders of \$100,000 or more. Foreign Sellers: Applicable to Orders when the listing of employment openings for purposes of work to be performed under this Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.	X	X
52.222-36	Affirmative Action for Workers With Disabilities (Oct 2010)	Applicable to all Orders exceeding \$15,000. Foreign Sellers: Applicable to Orders to the extent that work under the Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa,	X	X

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Clause Number	Title	Applicability (Reference to “Purchase Orders” includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
		Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Order.		
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)	Applicable to all Orders of \$100,000 or more. Foreign Sellers: Applicable to Orders when the listing of employment openings for purposes of work to be performed under this Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.	X	X
52.222-50	Combating Trafficking in Persons (Feb 2009)	Applicable to all Orders.	X	X
52.222-54	Employment Eligibility Verification (Aug 2013)	Applicable to all Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States. Foreign Sellers: “United States” means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.	X	X
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	Applicable to all Orders that provide for performance on a Federal facility per the terms of the clause.	X	X
52.223-6	Drug-Free Workplace (May 2001)	Applicable to Orders except when (i) the value of the acquisition is at or below the Simplified Acquisition Threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.		X

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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)	Applies to Commercial (C) and/or Non-Commercial (NC) procurements	
			C	NC
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)	Applicable to all Orders over the Micro-Purchase Threshold.	X	X
52.223-19	Compliance with Environmental Management Systems May 2011)	Applicable to Purchase orders for contractor operation of Government-owned or -leased facilities or vehicles, located in the United States. For facilities located outside the United States, the agency head may determine that use of the clause is in the best interest of the Government.	X	X
52.224-1	Privacy Act Notification (Apr 1984)	Applicable to Orders when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.	X	X
52.224-2	Privacy Act (Apr 1984)	Applicable to Orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act.	X	X
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	Applicable to all Orders.	X	X
52.225-26	Contractors Performing Private Security Functions Outside the United States (Jul 2013)	Applicable to all Orders that will be performed outside the United States in areas of (1) Combat operations, as designated by the Secretary of Defense; or (2) Other significant military operations, upon agreement Secretaries of Defense and State that the clause applies in that area.	X	X
52.227-1	Authorization and Consent (Dec 2007)	Applicable to all Orders over the Simplified Acquisition Threshold.	X	X
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	Applicable to all Orders expected to exceed the Simplified Acquisition Threshold.	X	X
52.227-14	Rights in Data – General (Dec 2007)	Applicable to all Orders that involve "Data" as defined in the clause.	X	X
52.227-17	Rights in Data -- Special Works (Dec 2007)	Applicable to Orders for the for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data. Examples are in	X	X

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			C	NC
		27.405-1.		
52.230-2	Cost Accounting Standards (May 2012)	Applicable when stated in the Order.		X
52.230-3	Disclosure and Consistency of Cost Accounting Practices (May 2012)	Applicable when stated in the Order.		X
52.230-4	Consistency in Cost Accounting Practices (May 2012)	Applicable when stated in the Order.		X
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	Applicable to all Orders involving EULA, TOS, or similar software agreement.	X	X
52.237-3	Continuity of Services (Jan 1991)	Applicable to Orders when services under the contract are considered vital to the Government and must be continued without interruption.	X	X
52.244-6	Subcontracts for Commercial Items (Jul 2013)	Applicable to all Orders.	X	X
52.251-1	Government Supply Sources (Apr 2012)	Applicable to Orders when Buyer flows express authorization for Seller to use Government Supply Sources.	X	X

SPECIAL AGENCY CLAUSES INCORPORATED BY REFERENCE:

GSAR	TITLE	Applicability Statement
552.203-71	Restriction on Advertising (Sep 1999)	Applicable to all Orders.
552.204-9	Personal Identity Verification Requirements (Oct 2012)	Applicable to Orders that require Seller to have access to GSA-controlled facility or access to a GSA-controlled information system.
552.215-70	Examination of Records by GSA (Feb 1996)	Applicable to Orders that exceed the simplified acquisition threshold.
552.219-75	GSA Mentor-Protégé Program (Sep 2009)	Applicable to all Orders.
552.228-5	Government as Additional Insured (May 2009)	Applicable to all Orders where Seller’ performance will be performed on Government property.
552.237-73	Restriction on Disclosure of Information (Jun 2009)	Applicable to Orders that include a consultant agreement or subcontract.
5152.232-5900	Payment in Local Currency (Dec 2011)	Applicable to all Orders.
5152.236-5900	Electrical and Structural Building Standards for Construction Projects (Dec 2011)	Applicable to all Orders.
5252.232-9206	Segregation of Costs (Dec	Applicable to all Orders.

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	2003)	
5252.232-9210	LIMITATION OF LIABILITY-- INCREMENTAL FUNDING (JAN 1992)	Applicable to all Orders.

GSAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

Applicable to all Orders with small business concerns.

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.

GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

5152.218-4005 CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

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

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States in (i) Contingency operations; (ii) Humanitarian or peacekeeping operations; or (iii) Other military operations or exercises designated by the Combatant Commander.)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the

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danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

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

(c) Support.

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

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be

limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

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

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

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

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

(g) Personnel data list.

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

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

(h) Contractor personnel.

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

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

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

(ii) Identify any exemptions thereto;

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

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

(i) Military clothing and protective equipment.

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

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

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

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

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

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

(i) Are adequately trained;

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

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

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

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

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

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

(k) Evacuation.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

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

(End of clause)

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5152.225-4020 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

(Applicable to Purchase Orders that require subcontractor personnel to be available to deploy with or otherwise support in the theater of operations to U.S. military forces deployed/stationed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises.)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

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

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

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

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

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

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

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

(1) Completion or termination of the contract.

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

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

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

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(m) Support.

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

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

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

(2) Non-combatant Evacuation Operations (NEO).

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- (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
 - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
 - (q) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
 - (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
 - (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.
 - (r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.
 - (s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.
- (End of Clause)

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)

(Applicable to Purchase Orders that require subcontractor personnel to be available to deploy with or otherwise support in the theater of operations to U.S. military forces deployed/stationed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises.)

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

(d) 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.

(e) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and

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Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

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

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

(h) Routine and primary medical care are not authorized. PharSACeutical services are not

(i) authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

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

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

(End of Clause)

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR Contractor EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)

(Applicable to all Purchase Orders that require Contractor Personnel Performing in the United States Central Command Area of Responsibility.)

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

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

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

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

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

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

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, Contractors and sub-Contractors shall be made available to the designated Government

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representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

5152.225-5908 GOVERNMENT FURNISHED Contractor SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the Contractor. Services will be provided to Contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: *. When Contractor employees are in transit, all checked blocks are considered authorized. *NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.*

**U.S. Citizens*

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service | <input checked="" type="checkbox"/> DFACs**** | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon***** | <input checked="" type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <input checked="" type="checkbox"/> Billeting*** | <input checked="" type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF* | <input checked="" type="checkbox"/> Govt Furnished Meals**** | |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | | <input type="checkbox"/> Military Banking |
| Transportation | | |
| <input checked="" type="checkbox"/> Installation Access Badge | <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> Military Clothing |
| <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None | |
| <input type="checkbox"/> Embassy Services Kabul** | | |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> DFACs**** | <input type="checkbox"/> Mil Issue Equip | <input type="checkbox"/> APO/MPO/DPO/Postal Service |
| <input type="checkbox"/> Authorized Weapon***** | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting*** | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals**** | |
| <input type="checkbox"/> Controlled Access Card (CAC) | | <input type="checkbox"/> Military Banking |
| Transportation | | |
| <input type="checkbox"/> Installation Access Badge | <input type="checkbox"/> Laundry | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None | |
| <input type="checkbox"/> Embassy Services Kabul** | | |

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Local National (LN) Employees

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

* CAAF is defined as Contractors Authorized to Accompany Forces.

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

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

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

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, Contractors will receive the same meal standards as provided to military and DoD civilian personnel.

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

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

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

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

(End of Clause)

Due to increased incidents the following language shall be used in service contracts with performance in Afghanistan.

1. Special Contract Requirements

a. Definitions: "Discrimination" includes discrimination on the basis of race, color, national origin, religion, sex.

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

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

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or

(2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's

work performance or creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace conduct, to be actionable as "abusive work environment" harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment.

2. Compliance with laws and regulations.

(a) The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy IAW the published CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for Contractors transiting BAF, they must abide by the Commander Bagram Airfield

(COMBAF) Standards of Conduct while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which COMBAF standards are applicable, and as designated applicable to Contractor personnel.

COMBAF Standards are published at:

<http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%252>

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(b) The Contractor is encouraged to resolve issues and concerns affecting discipline, appearance, conduct and courtesy in order to maintain good order and discipline and promote a positive work environment. The Contractor shall:

(1) Ensure employees are aware of their right to file a complaint of discrimination with their Human Resources office, the Contractor's Equal Employment Opportunity (EEO) Manager if any, and/or directly to the Equal Employment Opportunity Commission (EEOC).

(2) Ensure employees are aware that they can report discrimination to the Contracting Officer, however a complaint of harassment can only be filed with the entities listed in paragraph 2b(1) above.

(3) Upon learning of an alleged (or actual) sexual assault, sexual harassment, hostile or abusive conduct, the Contractor shall immediately contact the Provost Marshal and follow-up with a Serious Incident Report in accordance with CDRL A00X.

3. Sexual Assault/Sexual Harassment and Awareness Policy.

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

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

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

(d) The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan in accordance with CDRL A00X.

4. CRC Processing and departure points.

(a) Upon contract award the Contractor will coordinate with CRC reservations for in-bound personnel (see: <https://www.bliss.army.mil/CRC/>).

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(b) All US personnel shall report to the Continental US (CONUS) Replacement Center (CRC) at Ft. Bliss, Texas (or a DoD-approved equivalent process), for processing.

(c) All OCN personnel shall process through a DoD approved Non-CRC deployment center.

5. Medical. The current medical screening, immunization, and vaccination requirements i.e.CENTCOM MOD 13, can be found at the Electronic Foreign Clearance Guide:<https://www.fcg.pentagon.mil/fcg.cfm>.

6. Subcontracts: The Contractor shall incorporate the substance of this Special Contract requirement in all subcontracts when performance is in the CJOA-A.

5152.225-5910 Contractor HEALTH AND SAFETY (DEC 2011)

(Applicable to all Purchase Orders.)

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

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

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

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

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

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

(End of Clause)

5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)

(Applicable to all Purchase Orders.)

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

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

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

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

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

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

(End of Clause)

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(Applicable to all Purchase Orders. NOTE:In addition to Insurance provisions in RTX Ts &Cs.)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 “Insurance--Work on a Government Installation” clause and shall be maintained in the minimum amounts shown:

(1) Workers’ compensation and employers’ liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

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(b) Upon notification of contract award, the Contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 “Insurance--Work on a Government Installation” clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(Applicable to all Purchase Orders. NOTE: In addition to Insurance provisions in RTX Ts &Cs.)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 “Insurance--Liability to Third Persons” clause and shall be maintained in the minimum amounts shown:

(1) Workers’ compensation and employers’ liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

(b) When requested by the contracting officer, the Contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

FAR, DFARS AND SPECIAL AGENCY CLAUSES INCORPORATED BY FULL TEXT:

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications - Alternate IV (Oct 2010)

(Applicable to all Purchase Orders if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3. Applies to commercial and non-commercial procurements.)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with _____.]

(End of clause)

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52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAY 2020)

(Applicable to all Orders that require Seller personnel to perform outside the United States: (1) In a designated operational area during— (i) contingency operations; (ii) humanitarian or peacekeeping operations; (iii) other military operations; or military exercises, when designated by the Combatant Commander; or (2) When supporting a diplomatic or consular mission— (i) that has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or (ii) that the USG has indicated is subject to this clause. Applies to commercial and non-commercial procurements.

(a) Definitions. As used in this clause-

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

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.

"Supporting a diplomatic or consular mission" means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States-

(i) In a designated operational area during-

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission-

(A) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) 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 use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission 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) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

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

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

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received-

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum-

(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. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an

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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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 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; and

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

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to-

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

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

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons-

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

(ii) The_____ [Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

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

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

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

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

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

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

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

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

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

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

(m) Personnel recovery. (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States-

(1) In a designated operational area during-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission-

(i) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(Paragraphs (g) and (h) of the clause are applicable to all Purchase Orders. Applies to ☒ Commercial ☒ Non-Commercial procurements.)

(a) Definitions. As used in this clause— Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR). Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular sub-contract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a sub-contractor to furnish supplies or services for performance of the prime contract or a

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sub-contract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or un-priced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to sub-contract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and- materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following sub-contracts: _____

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of sub-contract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the sub-contract price negotiations;

(B) The most significant considerations controlling establishment of initial or re-viced prices;

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(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404–4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: _____
(End of clause)