

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 202 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. N0002325R0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 26 Jun 2024		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL SUPPLY SYSTEMS COMMAND 5450 CARLISLE PIKE MECHANICSBURG PA 17050-2411 CODE N00023 TEL: (717) 605-7399 FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>10:00 AM</u> local time <u>31 Jul 2024</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM			1 - 65	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			66 - 83	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			84 - 149		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			150	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			151 - 152		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			153 - 157	X	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS			158 - 163					
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT

1. Provisions and clauses incorporated by reference are done in accordance with FAR 52.3 and FAR 52.102(c). Per this clause, provisions and clauses that require completion have been incorporated by full text and are required in order for a proposal to be considered for award. Full text FAR and DFARS clauses can be found at: <https://www.acquisition.gov/>
2. Information contained in this solicitation is meant to reflect the global nature of the Worldwide Expeditionary Multiple Award Contract (WEXMAC) 2.0 and therefore there may be labor, tax, or other clauses that will only apply to specific regions. In the event that information is requested for a region that is outside of a prospective vendor's area of responsibility (AOR), please note "Not applicable to region XX" wherein XX is replaced with the AOR(s) of the prospective vendor. For example, clauses regarding tax liability for the United Kingdom (UK) do not apply to a vendor that does not propose on Region 10.
3. See 52.219-7 – Notice of Partial Small Business Set-Aside. Only Small Businesses shall be considered for awards for Regions 23.
4. Certain provisions and clauses may only apply to specific regions.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Worldwide Expeditionary Support-Base FFP The contractor shall perform Worldwide Expeditionary support and services in accordance with the attached Performance Work Statement (PWS) for all regions awarded as outlined in Table 1 of the PWS. The IDIQ maximum value of CLIN 0001 is \$1,425,000,000.00. NAICS Code: 541614 - Process, Physical Distribution, and Logistics Consulting Services				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Base Operations and Life Support Service FFP The contractor shall provide Base Operations and Life Support Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Construction Equipment, Material Handlin FFP The contractor shall provide Construction Equipment, Material Handling Equipment, and Crane Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Lodging, Conference, and Catering Servic FFP The contractor shall provide Lodging, Conference, and Catering Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AD Medical Services

FFP

The contractor shall provide Medical Services to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AE Force Protection Services

FFP

The contractor shall provide Force Protection Services to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AF

Lot

Communications Services

FFP

The contractor shall provide Communications Services to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AG

Lot

Logistics and Transportation Services

FFP

The contractor shall provide Logistics and Transportation Services to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AH Other Services

FFP

The contractor shall provide Other Services to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AJ Class I – Food, Rations, and Water Suppl

FFP

The contractor shall provide Class I – Food, Rations, and Water Supplies to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AK

Lot

Class II – Clothing Supplies

FFP

The contractor shall provide Class II – Clothing Supplies to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AL

Lot

Class III – Petroleum, Oils, and Lubrica

FFP

The contractor shall provide Class III – Petroleum, Oils, and Lubricants Supplies to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AM

Lot

Class IV – Construction Materials Suppli
FFP

The contractor shall provide Class IV – Construction Materials Supplies to
requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AN

Lot

Class VI – Personal Items Supplies
FFP

The contractor shall provide Class VI – Personal Items Supplies to requiring
activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AP

Lot

Class VIII – Medical Supplies

FFP

The contractor shall provide Class VIII – Medical Supplies to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AQ

Lot

Other Supplies

FFP

The contractor shall provide Other Supplies to requiring activities in accordance with the PWS.

FOB: Destination

PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002 Minimum Guarantee

FFP

This line item does not order goods or services. It will be issued via a Task Order requiring attendance at a post-award conference. The minimum guarantee under this contract is \$500.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003 Reporting- Base Period

FFP

The contractor shall provide reports as detailed in the PWS.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Worldwide Expeditionary Support-Option 1				
OPTION	FFP				

The contractor shall perform Worldwide Expeditionary support and services in accordance with the attached Performance Work Statement (PWS) for all regions awarded as outlined in Table 1 of the PWS. The IDIQ maximum value of CLIN 1001 is \$1,425,000,000.00.

NAICS Code: 541614 - Process, Physical Distribution, and Logistics Consulting Services

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	Base Operations and Life Support Service		Lot		
OPTION	FFP				

The contractor shall provide Base Operations and Life Support Services to requiring activities in accordance with the PWS.
FOB: Destination
PSC CD: R706

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB			Lot		
OPTION	Construction Equipment, Material Handlin FFP The contractor shall provide Construction Equipment, Material Handling Equipment, and Crane Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC			Lot		
OPTION	Lodging, Conference, and Catering Service FFP The contractor shall provide Lodging, Conference, and Catering Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Medical Services FFP The contractor shall provide Medical Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	Force Protection Services FFP The contractor shall provide Force Protection Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF OPTION	Communications Services FFP The contractor shall provide Communications Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG OPTION	Logistics and Transportation Services FFP The contractor shall provide Logistics and Transportation Services Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH OPTION	Other Services FFP The contractor shall provide Other Services to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ OPTION	Class I – Food, Rations, and Water Suppl FFP The contractor shall provide Class I – Food, Rations, and Water Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK OPTION	Class II – Clothing Supplies FFP The contractor shall provide Class II – Clothing Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL OPTION	Class III – Petroleum, Oils, and Lubrica FFP The contractor shall provide lass III – Petroleum, Oils, and Lubricants Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AM OPTION	Class IV – Construction Materials Suppli FFP The contractor shall provide Class IV – Construction Materials Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AN OPTION	Class VI – Personal Items Supplies FFP The contractor shall provide Class VI – Personal Items Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AP OPTION	Class VIII – Medical Supplies FFP The contractor shall provide Class VIII – Medical Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AQ OPTION	Other Supplies FFP The contractor shall provide Other Supplies to requiring activities in accordance with the PWS. FOB: Destination PSC CD: R706		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Reporting- Base Period				
OPTION	FFP				
	The contractor shall provide reports as detailed in the PWS.				

NET AMT

Section C - Descriptions and Specifications

SCHEDULE

C.1 Schedule Notes

C.1.1 Please refer to the Performance Work Statement for additional information.

C.1.2 All prices as a result of this contract shall be Firm-Fixed-Prices and shall be expressed in U.S. Dollars at time of proposal. Pricing will not be subject to change with exchange rate fluctuation.

C.1.3 All prices as a result of this contract shall be inclusive of all pricing variables, including, but not limited to, all necessary equipment, licensed operators, holiday and overtime costs, customs clearances, mobilization and demobilization, removal, disposal, pre-positioning, staging, charter, vetting of operations, detention or demurrage, fuel and operating expenses, all applicable taxes and surcharges associated with performing the entire cycle to deliver the logistic services described in this contract, and profit. Prices shall be inclusive of performance at night, overtime, Fridays, Saturdays, Sundays, Holidays, performance under heavy rain and other inclement weather, as well as any cost associated with all necessary insurance as required by local laws, licenses and permits or incurred to comply with applicable laws, codes, and regulations, in connection with the performance of the work.

C.1.4 All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the Unit Price as part of the direct cost.

C.1.5 Firm-Fixed-Price for all items shall be set at the Task Order level.

C.1.6 The United States Government reserves the right to incorporate additional requirements for services expressed in the performance work statement during Request for Task Order Proposals (RTOP) solicitations.

C.1.7 The requesting activity will be identified on the RTOP solicitation and task order. The requesting activity is the end user of the services requested in the RTOP solicitation and task order. The requesting activity does not have the authority to bind the United States Government.

C.1.8 Several services are based on hourly or daily rates. Time will begin to be measured once the equipment and/or labor is at the place of performance and is capable of operation; and for daily rates, a calendar day begins at 0000 and ends at 2359. For the purposes of this contract, one (1) day is equal to a calendar day. In cases where only a partial day of services is used, the contractor shall be entitled to bill for one full day of service.

Examples:

C.1.8.1 Services from 0700 until 1800 the next calendar day is equal to two (2) day of service. Services shall be available for inspections and commencement at 0001 on first day of the period of performance.

C.1.8.2 Services from 0700 until 0700 the next calendar day is equal to two (2) days of service. Services shall be available for inspections and commencement at 0001 on first day of the period of performance.

C.1.8.3 Services from 0700 until 0500 the next calendar day is equal to two (2) day of service. Services shall be available for inspections and commencement at 0001 on first day of the period of performance. In cases where the requesting activity does not arrive at the time specified in the Task Order and services are made available based upon the time requested in the Task Order, billing for services may commence at the time requested by Government unless notice of cancellation is provided in accordance with Section H by a Contracting Officer (KO).

C.1.8.4 The contractor shall provide continuous service for units of issue identified as DAY (DY). These services shall be provided on a 24 hour per day period of performance basis in accordance with the calendar day from 0000 to 2359.

C.1.9 Maximum: Each offeror's contract maximum shall be set at the region maximum, multiplied by the number of regions supported by that offeror.

C.1.10 For example, an offeror that is selected for performance in Region 1, Region 2, and Region 3 would have a total contract maximum of \$200,000,000.00 for the base ordering period and \$200,000,000.00 option ordering period that equals the sum of those three regions' maximums. If the contractor is selected for all regions the contractor's maximum base ordering period would be \$1,425,000,000.00 and maximum option ordering period would be \$2,850,000,000.00.

C.1.11 Minimum guarantee: Contractors shall be awarded CLIN 0002 – Minimum Guarantee. The minimum guarantee under this contract is \$500 per award. Contractors shall receive a task order requiring their attendance at the post-award conference to satisfy the minimum guarantee amount of \$500.

C.1.12 RTOP: In some instances, the ordering office may include additional documentation as part of the RTOP and Task Order to provide clarifying information to the contractor for RTOP. While the documents are meant to be informative, they do not take precedence over the RTOP or eventual award in regards to the types or quantity of services required. If discrepancies are identified during the RTOP phase, the contractor should make the ordering officer aware of the error to allow time to correct it prior to closing of the RTOP.

PERFORMANCE WORK STATEMENT

Worldwide Expeditionary Multiple Award Contract (WEXMAC) 2.0 Performance Work Statement (PWS)

REGION	5-YEAR MAXIMUM ORDERING AMOUNT	5-YEAR OPTION MAXIMUM ORDERING AMOUNT	MAXIMUM ORDERING AMOUNT
(23) Continental US to Include Alaska (Small Business Set Aside Only)	\$10,000,000,000.00	\$10,000,000,000.00	\$20,000,000,000.00
(27) Continental US to Include Alaska (Other Than Business)	\$10,000,000,000.00	\$10,000,000,000.00	\$20,000,000,000.00

This contract's Subcontract Line-Item Number (CLIN) and Exhibit Line-Item Number (ELIN) structure follow the below conventions. For Example:

The ELIN(s) performance work statements expressed in Sections 2 – 16 represent the United States (U.S.) Government's initial statement of objectives. During the RTOP for identified ELIN(s) and Reserved ELIN(s), the U.S. Government may incorporate additional performance work statements of objectives, which shall be incorporated into the eventual task order.

ELIN XX00:

XX= SUBCLIN

00 = Specific requirement

SECTION 0 - INTRODUCTION – WEXMAC INTENT

0.1 In the evolving landscape of defense logistics, the role of integrators has become increasingly critical. By their very nature, integrators design, source, implement, and maintain solutions that optimize and streamline

operations across various platforms and systems. Recognizing this critical function, the Worldwide Expeditionary Multiple Award Contract (WEXMAC) 2.0 leverages the expertise of these integrators. This strategic approach ensures that the awarded contracts will leverage the unique capabilities of integrators to enhance logistics and operational efficiency on a world scale.

0.2 Integrators are necessary because they can fuse disparate systems into cohesive, efficient operations. This capability is particularly vital in logistics, where the smooth integration of systems can significantly impact mission readiness and success. WEXMAC 2.0 aims to capitalize on this expertise, ensuring that logistics operations are supported and optimized by the latest integration technology and methodology.

0.3 Integrators play a pivotal role in the adaptability and scalability of logistics operations. As missions evolve and operational needs change, the ability to swiftly adapt logistics systems is paramount. With their comprehensive understanding of logistics' technical and operational aspects, integrators are uniquely positioned to provide this adaptability. The explicit focus on integrators within the WEXMAC 2.0 underscores the importance of having a logistics framework that can meet current demands and rapidly adjust to future challenges.

0.4 Prioritizing integrators in the WEXMAC 2.0 underlines a commitment to innovation and continuous improvement in logistics. Through their work, integrators inherently drive technological and methodological advancements, pushing the boundaries of what is possible in logistics operations. This focus ensures that the defense logistics apparatus remains at the cutting edge, capable of delivering unparalleled support to worldwide expeditionary operations with efficiency, reliability, and agility.

SECTION 1 - DESCRIPTION OF CONTRACTUAL SCOPE

1.1 WEXMAC 2.0 supports the six phases of the continuum of military operations in support of the Geographic Combatant Command's (GCC) joint operations, coalition partners, and other United States Federal Agencies in setting and sustaining the theater through the following requirements: theater opening (includes reception, staging, onward-movement, and integration (RSOI) support; sustainment; theater distribution; and stability operations and Defense Support of Civil Authorities (DSCA) support. The WEXMAC 2.0 description of contractual scope provides that services and supplies provided through the performance of this contract include but are not limited to Humanitarian Assistance/Disaster Relief (HA/DR), Contingency, Exercise, Lodging, Logistics, Water-Based, and Land-Based Support. These supplies and services consist of the following broad categories: Base Operations and Life Support Services; Construction Equipment, Material Handling Equipment, and Crane Services; Lodging, Conference, and Catering Services; Medical Services; Force Protection Services; Communications Services; Logistics and Transportation Services; Other Services; Class I – Food, Rations, and Water Supplies; Class II – Clothing Supplies; Class III – Petroleum, Oils, and Lubricants Supplies; Class IV – Fortification and Barrier Materials Supplies; Class VI – Personal Items Supplies; Class VIII – Medical Supplies; and Other Supplies. The contractor shall provide management and integration services to incorporate one or more SUBCLIN(s), identified ELIN(s), and reserved ELIN(s) at the task order level.

1.2 WEXMAC 2.0 provides contracted capabilities to plan for and, when directed, rapidly provide the sustainment capabilities necessary to set theaters, enable Joint, Interagency, Intergovernmental, and Multinational operations from phase 0 through phase 5, and support theater operations. WEXMAC 2.0 requires the contractors to provide planning capabilities and deliver actionable plans for rapidly integrating contracted capabilities into plans and operations. The purpose of 'setting the theater' and planning is to ensure responsiveness (i.e., 72-hour response to emerging requirements).

1.2 Contractors shall provide services and supplies through an identified and reserved list of services and supplies (ELIN(s)) at a Firm Fixed-Price. The contractor shall manage and integrate all services provided by, including but not limited to, subcontractor and Host nation authorities. Firm Fixed-Prices shall be established at the task order level during the Request for Task Order Proposals (RTOP). The contractor shall ensure that the services and supplies ordered conform to the general requirements of the contract according to this PWS. ELIN(s) performance work statement expressed in Sections 2 – 16 represents the U.S. Government's initial statement of objectives. The U.S. Government may incorporate additional performance work statements of objectives during the RTOP for identified ELIN(s) and reserved ELIN(s), which shall be incorporated into the eventual task order.

1.3 In performing this contract, the contractor shall comply with its terms and laws or regulations of the local, state, and country where the performance occurs, including applicable safety and health regulations, and shall obtain any insurance, licenses, or permits required by these laws or regulations. If there is a difference between the terms of this contract and the laws or regulations of the country where the performance occurs, the contractor shall promptly notify the U.S. Government if it believes that it will be unable to fully perform the specified tasks or provide the specified requirements because of problems, disputes, or complications with the respective country where the performance occurs. The contractor's proposal shall reflect and account for local, state, and country-specific price considerations known at the time of the proposal submission.

1.4 All United States (U.S.) Federal Agencies are considered Authorized Ordering Officers. Task orders may be placed by any warranted Contracting Officers from any United States Federal Agency.

1.5 The geographic scope and regions covered by this contract include ALL locations on and off U.S. Government installations identified in Table 1, "Region and Locations". The contractor shall be able to deliver and perform all ELINs and performance work statement requirements in all regions, which includes all locations in each country within the region.

Region 23: Continental United States of America (Small Business Set Aside)	CONTINENTAL UNITED STATES OF AMERICA (INCLUDING ALASKA)
Region 27: Continental United States of America (Other than Small Business)	CONTINENTAL UNITED STATES OF AMERICA (INCLUDING ALASKA)

Table 1 "Region and Locations"

1.6 The contractor shall provide logistics management and integration services to requiring activities and authorized ordering officers covered by this contract. These services require the contractor to integrate, manage, and perform all services and provide all supplies necessary to fully comply with the terms and conditions described in this performance work statement.

1.7 Only the services and supplies represented in RTOP exhibits shall be included in RTOP proposals. RTOP exhibits only provide the services and supplies requested for the requested activity. All other direct/indirect costs, including services and supplies not included in the RTOP exhibit but required to execute the task order visit, shall be incorporated in each exhibit line number (ELIN) cost.

1.8 The contractor shall not include any other direct or indirect costs as separate exhibit line items in RTOP proposals.

1.9 If requested by the U.S. Government, the contractor shall ensure all services (land-based and water-based) are available for inspection on the scheduled date and time requested by the U.S. Government.

1.10 Within 72 hours after the task order award, the contractor shall provide the Requiring activity, COR, and the following information:

1.10.1 All emergency telephone numbers: police, hospitals, firefighters.

1.11.2 Closest local hospital address, phone number, and Hospital's Echelons to Care.

1.11.1 Local, State and National agencies must be called for hazardous material and spills.

1.11.2 Contractor Point of Contact (POC) information, including 24-hour contact phone numbers for the period of performance.

1.11.3 Mobilization plan

1.11.4 Subcontractor information (Company Name, Address, Point of Contact Name, Email Address) for all services not performed by the contractor.

1.12 Upon starting a task order's period of performance, the contractor shall brief the requiring activity about the ordered services. This briefing shall include what was ordered and scheduled delivery times and dates. The contractor shall also coordinate with the requiring activity on the schedule and mobilization plan.

1.13 Upon starting a task order's period of performance, the contractor shall always be available on call (24 hours per day, seven days per week) to assist the requiring activity with requirements and to resolve problems within the context of this PWS. When requested in the RTOP solicitation and task order, the contractor shall have one (1) representative present throughout the period of performance that is authorized to execute change orders and new orders with the subcontractors. The contractor's representative shall have the authority to act on the contractor's behalf. When requested in the RTOP solicitation and task order, the contractor shall visit the place of performance at least once a day when requested.

1.14 Written receipt for inspection of all completed services shall be obtained during the performance of the task order. The invoicing instructions are in section G-2, Invoicing Instructions of the contract.

1.15 Contractor shall exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage, regulated gas, petroleum, lubrication oil, and other substances regulated by environmental law. The contractor shall maintain spill-cleanup equipment and materials at the work site. In the event of a contractor-caused spill, the contractor shall take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release and shall contain and clean up these spills without cost to the U.S. Government.

1.16 Contractors are responsible for verbal and written notifications. Spill response shall be in accordance with local regulations.

1.17 If U.S. Government assistance is requested or required, the contractor shall reimburse the U.S. Government for such assistance. If the U.S. Government must initiate its spill cleanup procedures, the contractor shall reimburse the U.S. Government for all costs incurred, including sample analysis of materials, equipment, labor, and spill waste disposal for contractor-responsible spills when:

1.17.1 Contractor has not begun spill cleanup procedure within one hour of spill discovery/occurrence or

1.17.2 If, in the U.S. Government's judgment, the contractor's spill cleanup is not adequately abating life-threatening situations and is a threat to any body of water or environmentally sensitive areas.

1.18 All liquid-containing equipment and containers on the work sites shall be placed in secondary containment, and such containment system shall be free of any uncontained liquid/residue and debris. Any leaking equipment shall be removed from the place of performance until the unit is fixed. All drips, drops, and spills shall be cleaned immediately when detected and reported.

1.19 The contractor shall provide standard receipt documents for all supplies, materials, and services to the requiring activity. The standard receipt shall include the following:

1.19.1 Contractor's official company name, address, email, and phone contact information

1.19.2 Contract Number

1.19.3 Delivery/Task Order Number

1.19.4 Requiring activity's name

1.19.5 Location of Services

1.19.6 Subcontractor/vendor (providing the service) official name and contact information

1.19.7 Type of service, material, or equipment provided

1.19.8 Quantity provided

1.19.9 Method of delivery of service, material, or equipment provided

1.19.10 Date service provided

1.19.11 Applicable "legible" Receipt Inspector and contractor POC names and signatures

1.20 The contractor shall sign the receipt document validating that the services were delivered. Neither the requiring activity Receipt Inspector nor the contractor shall collect and hold receipts to validate all at once at the end of the period of performance. Receipts of services, materials, and equipment shall be validated and signed for each day they are received on the day received. This certification of receipts does not replace or supersede the contract process of accepting contractor invoices as detailed in contract section G-2 Invoicing Instructions.

1.21 ELIN(s) expressed Sections 2 – 16 represent the U.S. Government's initial statement of objectives and performance work statements through Identified ELIN(s), Incorporated ELIN(s), and Not-Incorporated ELIN(s). The U.S. Government may incorporate additional performance work statements and existing performance work statement revisions during the RTOP, which shall be incorporated into the eventual task order. The U.S. Government reserves the right to unilaterally modify the contract to add Incorporated ELIN(s) and Not-Incorporated ELIN(s) to Identified ELIN(s).

1.22 The contractors shall comply with applicable Department of Defense, Local, State, Federal, and Host Nations laws, regulations, and standards for services and supplies expressed in this performance work statement

SECTION 2 – BASE OPERATIONS AND LIFE SUPPORT SERVICES (SUBCLIN 0001AA)

2.1 EVENT SUPPORT SITE (ELIN AA01)

2.1.1 The Event Support Site consists of the following:

2.1.1.1 250 chairs;

2.1.1.2 50 long tables (approximately 2 meters in length);

2.1.1.3 One (1) large BBQ grill with the supporting supplies and equipment (at least 576 square inches);

2.1.1.4 Open or Closed Tents (assorted sizes), which, when combined, shall cover a zone of 300 square meters, with lights that provide sufficient uniform illumination of the space between 750-1000 lux. The tents must be anchored down and strong enough to withstand inclement weather;

2.1.1.5 Three (3) Ice Coolers (70 liters);

2.1.1.6 Three (3) Mist Fans or Space Heaters;

2.1.1.7 20 110-220VAC US outlets with surge protection;

2.1.1.8 Four (4) Portable Sanitary Facility;

2.1.1.9 Four (4) Portable Hand Washing Station;

2.1.1.10 Daily cleaning of the equipment and the Event Support Site area and

2.1.1.11 Transportation, repositioning, mobilization, demobilization, stand-by fee, and labor required to perform the above.

2.1.2 Contractor shall provide a power source capable of supplying power to lighting, 20 110-220VAC US outlets with surge protection, and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). The power source shall emit sound levels of less than 84 decibels. Unit Price shall include transportation, set-up, dismantling, labor, necessary consumables, including fuel to operate the power source, mobilization, and demobilization.

2.1.3 ELIN AA01 Event Support Site Unit of Issue is DAY (DY).

2.2 EVENT LOT (INCLUDES TENTS, TABLES, CHAIRS, LIGHTING, AND CEILING FANS)
(ELIN AA02 – AA0B)

2.2.1 Contractor shall provide open/closed tents with accessory equipment. The tent package shall include an open/closed tent, lighting, trash cans, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel already filled to maximum capacity that emits sound levels of less than 84 decibels. The contractor shall clean the tent daily and provide a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The contractor shall remove all equipment provided upon completion of the services.

2.2.2 Event Lot shall include:

2.2.2.1 20 chairs with at least 250 lbs. capacity

2.2.2.2 10 long tables (at least 6 feet in length and 2 feet in width)

2.2.2.3 Three (3) Mist Fans or Space Heaters

2.2.2.4 20 110-220VAC US outlets with surge protection

2.2.2.5 One (1) Portable Sanitary Facility

2.2.2.6 One (1) Portable Hand Washing Station

2.2.2.7 Transportation, repositioning, mobilization, demobilization, stand-by fee, and labor required to perform the above.

2.2.3 The following ELINs are included:

ELIN AA02: EVENT LOT (OPEN TENTS) - MINIMUM 20 PERSON CAPACITY

ELIN AA03: EVENT LOT (OPEN TENTS) - MINIMUM 50 PERSON CAPACITY

ELIN AA04: EVENT LOT (OPEN TENTS) - MINIMUM 100 PERSON CAPACITY

ELIN AA05: EVENT LOT (OPEN TENTS) - MINIMUM 150 PERSON CAPACITY

ELIN AA06: EVENT LOT (OPEN TENTS) - MINIMUM 300 PERSON CAPACITY

ELIN AA07: EVENT LOT (CLOSED TENTS) - MINIMUM 20 PERSON CAPACITY

ELIN AA08: EVENT LOT (CLOSED TENTS) - MINIMUM 50 PERSON CAPACITY

ELIN AA09: EVENT LOT (CLOSED TENTS) - MINIMUM 100 PERSON CAPACITY

ELIN AA0A: EVENT LOT (CLOSED TENTS) - MINIMUM 150 PERSON CAPACITY

ELIN AA0B: EVENT LOT (CLOSED TENTS) - MINIMUM 300 PERSON CAPACITY

2.2.4 ELIN AA02 – AA0B Event Lot Unit of Issue is DAY (DY).

2.3 PORTABLE SANITARY FACILITIES (ELIN AA0C)

2.3.1 The contractor shall provide one (1) portable sanitary facility, which includes one (1) western-style toilet and one (1) urinal, which will include toilet paper and hand sanitizer. The contractor shall ensure that facilities are continuously monitored to ensure that portable sanitary facilities are clean and sanitary, and that toilet paper is available. The contractor shall check portable sanitary facilities at least every three (3) hours to ensure cleanliness and re-stock supplies (i.e., toilet paper). Evidence such as keeping and updating an inspection checklist inside the portable sanitary facilities units is required. Unit Price shall include cleaning and waste removal to ensure clean and sanitary conditions. Unit Price shall include toilet paper and hand sanitizer. The contractor shall dispose of waste in accordance with all applicable Department of Defense, Local, State, Federal, and Host Nations laws, regulations, and standards for services and supplies.

2.3.2 Contractor shall provide American Disabilities Act (ADA) compliant portable sanitary facilities when requested on the RTOP.

2.3.3 ELIN AA0C Portable Sanitary Facilities Unit of Issue is DAY (DY).

2.4 PORTABLE HAND WASH STATION (ELIN AA0D)

2.4.1 Contractor shall provide one (1) hand wash station. The portable hand wash station shall include a faucet body, necessary plumbing, potable water, and a hand paper dispenser. Unit Price shall include sanitizing hand liquid soap and potable water to operate the hand wash station. The contractor shall ensure facilities are continuously monitored to ensure portable hand wash stations are clean, sanitary, and liquid soap is available. Unit Price shall include hand paper and hand paper dispenser to allow personnel to dry hands.

2.4.2 ELIN AA0D Portable Hand Wash Station Unit of Issue is DAY (DY).

2.5 PORTABLE AND TEMPORARY SHOWER FACILITIES (ELIN AA0E)

2.5.1 The Contractor shall provide, install, and maintain self-contained portable shower units and associated equipment, including, but not limited to, potable water tank, grey water tank, and power distribution. The Contractor shall remove all Contractor-furnished equipment upon completion of the exercise or operation.

2.5.2 Showerheads shall be provided at a minimum population ratio of 1:20 and a maximum population ratio of 1:10 at each location.

2.5.3 The Contractor shall provide cleaning services daily. All shower facilities shall be delivered clean and disinfected. Cleaning of the shower facilities shall include the removal of trash, sweeping, mopping, cleaning and disinfecting washbasins and shower stalls, and spot cleaning of the interior and exterior shower facility so that the surfaces are free of debris.

2.5.4 Potable water for Self-contained Portable Shower Facilities(s) must be in accordance with TB MED 577, Sanitary Control and Surveillance of Field Water Supplies. The contractor shall ensure potable water tanks are always at a minimum of twenty-five (25%) full.

2.5.5 The contractor shall remove and dispose of grey water in accordance with all applicable Department of Defense, Local, State, Federal, and Host Nations laws, regulations, and standards for services and supplies. The contractor shall ensure grey water tanks are no more than ninety percent (90%) full at any time.

2.5.6 The Contractor shall provide, install, maintain and remove generators, fueled by JP8, at the designated locations. Installation includes the set-up of "power grids" by use of distribution boxes and

other necessary items to connect the generator and make it user accessible. After set-up is complete, a certified electrician shall inspect wires, ground rods, connections, and equipment to ensure all industry safety standards, codes, regulations, rules, local and host national laws, and guidelines have been adhered to, and the generator set-up will function as intended. The Contractor shall provide the electrician certification certificate and inspection sheet to the COR or authorized ordering officer.

2.5.7 ELIN AA0E Portable and Temporary Shower Facilities Unit of Issue is DAY (DY).

2.6 REFRIGERATOR UNIT (ELIN AA0F)

2.6.1 The contractor shall provide a refrigeration unit with a total capacity equivalent to a 40-foot unit. This can be achieved by providing either a single 40-foot refrigerator unit or two 20-foot units. The choice of configuration should be based on the efficiency of installation, operation, and maintenance, considering the space and logistics of the deployment site.

2.6.2 The refrigeration units shall provide all power generation requirements to operate the refrigeration unit.

2.6.3 The contractor is responsible for the delivery, installation, and commissioning of the refrigerator units at the designated site. This includes ensuring that the units are properly secured, connected to the power supply, and fully operational before acceptance by the requiring activity.

2.6.4 ELIN AA0F Refrigerator Unit of Issue is DAY (DY).

2.7 CHAIRS (ELIN AA0G - AA0H)

2.7.1 Contractor shall provide chairs that are clean and sturdy with a maximum weight capacity of at least 250 lbs.

2.7.2 The following ELINs are included:
ELIN AA0G: SET OF 5 CHAIRS
ELIN AA0H: SET OF 10 CHAIRS

2.7.3 ELIN AA0G - AA0H Chairs Unit of Issue is DAY (DY).

2.8 TABLES (ELIN AA0J - AA0K)

2.8.1 Contractor shall provide tables that are clean and sturdy. Tables shall be at least 6 feet in length and 2 feet in width.

2.8.2 The following ELINs are included:

ELIN AA0J: SET OF 5 LONG TABLES
ELIN AA0K: SET OF 10 LONG TABLES

2.8.3 ELIN AA0J – AA0K Tables Unit of Issue is DAY (DY).

2.9 LARGE BBQ GRILLS (ELIN AA0L)

2.9.1 Contractor shall provide one (1) large BBQ Grill with the supporting supplies and equipment included. BBQ Grill shall be at least 576 square inches (3,716 square centimeters). The large BBQ Grill shall be an electric or propane grill. Supplies and equipment shall include, but are not limited to, stainless steel spatula, fork, basting brush, and tongs. The contractor shall ensure that the large BBQ Grill and equipment are cleaned in accordance with CDC guidelines prior to or and after the period of performance.

2.9.2 ELIN AA0L Large BBQ Grills Unit of Issue is DAY (DY).

2.10 OPEN TENT (NON-FORCE PROTECTION) (ELIN AA0M)

2.10.1 One (1) unit encompasses assorted sizes that, when combined, shall cover a zone of 300 square meters, with lights that shall provide sufficient uniform illumination of the space between 750-1000 lux. The open tent shall have 20 110-220VAC US outlets with surge protection. The contractor shall provide a power source capable of supplying power to lighting, 20 110-220VAC US outlets with surge protection and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). The power source shall emit sound levels of less than 84 decibels. The tent shall be anchored down and strong enough to withstand inclement weather.

2.10.2 ELIN AA0M Open Tent Unit of Issue is DAY (DY).

2.11 CLOSED TENT (NON-FORCE PROTECTION) (ELIN AA0N)

2.11.1 One (1) unit encompasses assorted sizes that, when combined, shall cover a zone of 300 square meters, with lights that shall provide sufficient uniform illumination of the space between 750-1000 lux. The closed tent shall have 20 110-220VAC US outlets with surge protection. The contractor shall provide a power source capable of supplying power to lighting, 20 110-220VAC US outlets with surge protection, and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). The power source shall emit sound levels of less than 84 decibels. The tent shall be enclosed on all sides with an entry door. The tent shall be anchored down and strong enough to withstand inclement weather.

2.11.2 ELIN AA0N Closed Tent Unit of Issue is DAY (DY).

2.12 20-FT TRAILER OFFICE (ELIN AA0P)

2.12.1 Contractor shall provide a 20-FT Trailer Office to include two (2) desks, 10 chairs, air conditioning, and 20 110-220VAC US outlets with surge protection. The contractor shall provide a power source capable of supplying power to lighting and 20 110-220VAC US outlets with surge protection to power miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). 20 110-220VAC US outlets with surge protection shall have surge protection. Power strips/boards may be used. Power strips/boards shall have surge protection. The power source shall emit sound levels of less than 84 decibels.

2.12.2 ELIN AA0P 20-FT Trailer Office Unit of Issue is DAY (DY).

2.13 ICE COOLER (ELIN AA0Q)

2.13.1 Contractor shall provide one (1) Ice Cooler with a capacity of least 70 liters. Ice cooler shall have lid and locking mechanism.

2.13.2 ELIN AA0Q Ice Cooler Unit of Issue is DAY (DY).

2.14 MIST FANS (PORTABLE COOLING DEVICES) (ELIN AA0R)

2.14.1 Contractor shall provide one (1) Mist fan to include tank, water, and power source to operate the Mist Fan. Unit Price shall include transportation, set-up, dismantling and labor, necessary consumables to include fuel to operate the power source, repositioning, mobilization, and demobilization.

2.14.2 Mist Fans shall be rated 600 cubic feet per minute (CFM).

2.14.3 ELIN AA0R Mist Fans (Portable Cooling Devices) Unit of Issue is DAY (DY).

2.15 PORTABLE ELECTRIC GENERATORS (ELIN AA0S – AA0V)

2.15.1 Contractor shall provide a portable, gasoline-powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generators shall include a circuit breaker protector including four (4) 50-FT extension cords with enough power boards to support 20 110-220VAC US outlets with surge protection. The contractor shall ensure portable electric generator is available for inspections and testing prior to arrival of requiring activity.

2.15.2 Contractor shall provide uninterrupted power. The contractor shall ensure generators are delivered with all necessary parts in accordance with the operator's manual and must have a full tank of fuel. The U.S. Government shall not be responsible for returning generators with a full tank or pay to refuel the equipment at the end of the Period of Performance. The contractor shall be responsible to refueling generators. The contractor shall provide 24 hour repair and /or replacement services for the equipment.

2.15.3 The contractor shall manage and maintain emergency backup power generation systems. When emergency generators do not incorporate self-start capabilities, or when otherwise directed at request of the requiring activity, the contractor shall conduct training on generator start to identify U.S. Government personnel.

2.15.3 The following ELINs are included:

ELIN AA0S: 5 KILOWATT GENERATOR
ELIN AA0T: 12.5 KILOWATT GENERATOR
ELIN AA0U: 50 KILOWATT GENERATOR
ELIN AA0V: 100 KILOWATT GENERATOR

2.15.4 ELIN AA0S – AA0V Portable Electric Generators Unit of Issue is DAY (DY).

2.16 PORTABLE HEATERS (ELIN AA0W-AA0X)

2.16.1 The contractor shall provide one (1) portable heater, including tank(s), power supply, and/or fuel to operate the portable heater. The portable heater shall be able to provide heat of 200 square foot area. The portable heater shall have a control valve to adjust the temperature to the desired level. Portable heaters shall have automatic emergency shut-off.

2.16.2 The following ELINs are included:

ELIN AA0W INDOOR PORTABLE HEATER. At least 6000 British thermal unit (BTU)
ELIN AA0X OUTDOOR PORTABLE HEATER. At least 12000 BTU

2.16.3 ELIN AA0W-AA0X Portable Heaters Unit of Issue is DAY (DY).

2.17 PORTABLE AIR CONDITIONER UNIT (ELIN AA0Y)

2.17.1 The contractor shall provide one (1) portable air conditioner unit to power supply and/or fuel to operate. The portable air conditioner shall be able to provide cooling for a 200-square-foot area. The portable air conditioner shall have a control valve to adjust the temperature to the desired level. The portable conditioner shall have automatic emergency shut-off.

2.17.2 ELIN AA0Y Air Conditioner Unit of Issue is DAY (DY).

2.18 INTERPRETER SERVICES (ELIN AA0Z-AA10)

2.18.1 The contractor shall provide interpreter services when ordered. Interpreters shall have sufficient proficiency in both written and spoken English and the predominant local language and can carry on a casual, fluent

conversation in both languages. For specific engagements (as outlined at the task order level), the interpreter shall have adequate proficiency to translate technical aspects of the assigned engagement. The minimum number of hours for interpreter services shall be four (4) hours. If the unit of issue is DAY (DY), the contractor shall provide interpreter services for 24 hours per day. If any interpreter is required to be replaced, the Contractor shall provide a replacement interpreter within 24 hours. If an interpreter is deemed unacceptable by the U.S. Government, the contractor shall replace the unacceptable interpreter within 24 hours of the U.S. Government's notice at no additional cost to the U.S. Government. The U.S. Government will provide a start time and location for each interpreter the day prior to the service's start date. The contractor shall not deviate from the start time and location unless approved by an authorized ordering officer.

2.18.2 The contractor shall provide meals and lodging for all interpreters. The contractor shall ensure interpreters are granted access to all places of performance in support of this requirement. The contractor shall ensure interpreters have transportation to all events if required. The contractor shall ensure interpreters are prepared to perform work on time at each event. The contractor shall ensure the interpreter's working hours and schedule comply with all applicable Department of Defense, Local, State, Federal, and Host Nations laws, regulations, and standards for services and supplies.

2.18.3 The contractor shall provide the U.S. Government representative with a list of interpreters at least two (2) days before the assignment for each engagement. The list shall contain the names, phone numbers, emails, and specific qualifications of the approved interpreters. The U.S. Government reserves the right to provide a required template for the contractor to provide the list of interpreters per engagement.

2.18.4 ELIN AA0Z Interpreter Services (Hourly) units of issues is HOUR (HR).

2.18.5 ELIN AA10 Interpreter Services (Daily) unit of issue is DAY (DY).

2.19 32 GALLON TRASH CAN & REMOVAL (ELIN AA11-AA15)

2.19.1 The contractor shall provide one (1) trash can with 32-gallon capacity. Trash cans shall include a lid with a security-locking feature that locks in odors and must feature reinforced handles. The contractor shall ensure that trash cans are emptied when they are at 75% capacity.

2.19.2 The following ELINs are included:

ELIN AA11: 32 GALLON TRASH CAN & REMOVAL (REGULAR TRASH & FOOD WASTE)

ELIN AA12: 32 GALLON TRASH CAN & REMOVAL (MEDICAL WASTE)

ELIN AA13: 32 GALLON TRASH CAN & REMOVAL (CONSTRUCTION DEBRIS, CONCRETE, SOIL, RUBBLE)

ELIN AA14: 32 GALLON TRASH CAN & REMOVAL (METALS RECYCLE)

ELIN AA15: 32 GALLON TRASH CAN & REMOVAL (PLASTICS/GLASS RECYCLE)

2.19.3 ELIN AA11-AA15 32 GALLON TRASH CAN & REMOVAL Unit of Issue is DAY (DY).

2.20 DUMPSTER & TRASH REMOVAL (ELIN AA16-AA1A)

2.20.1 The contractor shall provide dumpsters with a minimum storage of 6 cubic meters to be dropped off on the first day of service with daily service and picked up on the last day of service. The services to be rendered consist of the provision of refuse containers to be located at specified sites, the emptying of said containers daily, and the proper disposal of trash, garbage, and waste. Where trash is required to be segregated, the contractor shall be responsible for segregating the material at the time of receipt from the requiring activity. The emptying of each container includes the complete removal of all refuse from the container and the removal of all bagged refuse at the container location. In addition, the Contractor is responsible for cleaning up all refuse that is spilled during the servicing/emptying process.

2.20.2 The contractor shall provide all labor, material, transportation, and equipment required for the delivery, installation, emptying, cleaning, and pickup of the dumpster at the end of the period of performance. The contractor shall hold or obtain the required dumping and disposal permits. (Unless U.S. Government disposal points are identified explicitly in the contract schedule). Waste shall primarily consist of plastic, cardboard, and subsistence residue. The hazardous and medical waste shall be placed in a separate “marked” dumpster.

2.20.3 The following ELINs are included:

ELIN AA16: 6 CM DUMPSTER & TRASH REMOVAL (REGULAR TRASH & FOOD WASTE)

ELIN AA17: 6 CM DUMPSTER & TRASH REMOVAL (MEDICAL WASTE)

ELIN AA18: 6 CM DUMPSTER & TRASH REMOVAL (CONSTRUCTION DEBRIS, CONCRETE, SOIL, RUBBLE)

ELIN AA19: 6 CM DUMPSTER & TRASH REMOVAL (METALS RECYCLE)

ELIN AA1A: 6 CM DUMPSTER & TRASH REMOVAL (PLASTIC / GLASS RECYCLE)

2.20.4 ELIN AA16 – AA1A Dumpster & Trash Removal Unit of Issue is DAY (DY)

2.21 POTABLE WATER (ELIN AA1B)

2.21.1 Contractor shall provide Potable Water of quality specified in TB MED 576 and 577.

2.21.2 If the RTOP includes an ELIN for potable water, contractor shall notify the authorized ordering officer before the RTOP closes if the requested potable or non-potable water is not available at the specified port(s).

2.21.3 The contractor shall provide for the delivery of potable water to the requiring activity as ordered. The requiring activity will determine the frequency and method for the delivery of the ordered potable water. The contractor's delivery schedule shall provide continuous delivery frequency so that requiring activity's operations are not negatively impacted due to lack of fresh potable water. If requested by the requiring activity, contractor shall provide potable water requested during daylight hours while the requiring activity is in port.

2.21.4 Barges or trucks and equipment used for transfer, storage, and transportation of potable water shall not be used for cargo other than potable water and must be equipped with working independent pipe systems and Certified Metering Devices.

2.21.5 If contractor provide water that does not meet the quality specified in TB MED 576 and 577, contractor shall not receive reimbursement for Potable Water, and may be required to reimburse the U.S. Government for re-inspection costs in accordance with FAR 52.246-2.

2.21.6 In accordance with TB MED 576 and 577, Potable Water shall meet the following criteria but is not limited to:

2.21.6.1 Water transferred to the requiring activity for human consumption shall contain 2.0 ppm Free Available Chlorine (FAC).

2.21.6.2 Water transferred to the requiring activity for human consumption shall be absent of fecal coliform bacteria. A bacteriological analysis must be conducted by contractor prior to transfer. Bacteriological analysis shall be provided to the requiring activity and ordering officer.

2.21.6.3 Hose and fittings previously used for fuel or other liquids shall not be used for the transfer of potable water. Only hoses approved for contact with potable water shall be used for transferring potable water.

2.21.6.4 The Medical Department Representative (MDR) of the receiving requiring activity shall test the halogen residual of water to ensure minimum halogen residual of 0.2 ppm is present.

2.21.7 Source of Water. Water deliveries are to be made from sources that meet the requirements of TB MED 576 and 577. If the water source does not meet the requirements, the contractor shall be required to provide potable water from an alternate approved source at no increase in the contract price. If potable water has been ordered but potable water meeting the criteria specified above is not available in a port, contractor shall notify the requiring activity as soon as practicable, but not later than 48 hours prior to requiring activity's arrival. This notification period allows the requiring activity board MDR sufficient time to prepare required quality tests while allowing requiring activity an opportunity to assess options and formulate a water receipt plan meeting Navy Bureau of Medicine requirements.

2.21.8 Requiring activity Responsibilities:

2.21.8.1 The Engineering Officer samples, tests, and treats potable water, ensuring acceptable halogen residual is maintained in the water prior to consumption. If non-standard fresh water is substituted for potable water, the Engineer Officer coordinates with the MDR and Chain of Command prior to authorizing receipt of non-standard product.

2.21.8.2 The MDR conducts a medical surveillance program of the requiring activity's potable water system including collection of samples for coliform bacteria testing as prescribed and daily halogen residuals from the distribution system. If non-standard fresh water is substituted for potable water, the MDR shall coordinate with the Engineer Officer and Chain of Command to test and determine if the non-standard product is able to be treated and used onboard.

2.21.9 U.S. Government reserves the right to direct contractor to provide a specific Potable Water method on the RTOP.

2.21.10 The contractor shall provide Potable Water method on RTOP exhibit.

2.21.11 Repositioning, Mobilization, demobilization, stand-by fee, setup and placement, fuel and operating expenses shall be included in the Unit Price.

2.21.12 The contractor to provide all equipment and facilities required to deliver potable water, including hoses, fittings, and connections compatible with the requiring activity being served.

2.21.13 ELIN AA1B Potable Water Unit of Issue is METRIC TON (MT).

2.22 NON-POTABLE WATER (ELIN AA1C)

2.22.1 The contractor shall source Class III water (not potable untreated fresh water) or Class IV water (not potable brackish water or seawater) from U.S. Government approved wells or water sources. The contractor shall either place the class III and IV water in storage tanks/bags for future processing or process it directly. The contractor shall operate either a mobile reverse osmosis water purification unit (ROWPU) or a permanent or semi-permanent water treatment facility to produce either Class I water (potable ROWPU treated water/bottled water/packaged field water) or Class II water (disinfected filtered fresh water/disinfected fresh water/treated shower and laundry water) in accordance with the standards. The contractor shall source, store, and issue approved potable ground water or municipal water.

2.22.2 The U.S. Government considers the following tasks incidental to sourcing and producing water:

2.22.2.1 Storage and inventory management of water

2.22.2.2 Ensuring proper identification and labelling of each class of water

2.22.2.3 A distribution point to issue bulk water is established in vicinity of water production and storage.

2.22.2.4 Maintenance of class I and II water quality

2.22.2.5 Equipment operators perform operator level pre-operation checks to include inspecting for, detecting, and diagnosis of malfunctions that make the equipment unsafe or unserviceable, and includes very minor or simple parts replacement to keep equipment operational

2.22.3 ELIN AA1C Non-Potable Water Unit of Issue is METRIC TON (MT).

2.23 LAUNDRY SERVICES (ELIN AA1D)

2.23.1 Laundry services shall be executed in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

2.23.2 Contractor shall return laundry clean and folded with 24 hours of receipt of the laundry.

2.23.3 A single article of clothing shall be considered a unit of issue of one (1). A pair of socks shall be considered a single article of clothing.

2.23.4 ELIN AA1D Laundry Services Unit of Issue is EACH (EA).

2.24 OTHER BASE OPERATIONS AND LIFE SUPPORT SERVICES (RESERVED ELIN AA1E-AA9Z)

2.24.1 Other Base Operations and Life Support Services may require services not established in the identified ELIN(s). Other Base Operations and Life Support Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

2.24.1.1 Other Base Operations and Life Support Services Incorporated Reserved ELIN(s) (ELIN AA1E-AA1T). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

2.24.1.2 Other Base Operations and Life Support Services Non-Incorporated Reserved ELIN(s) (ELIN AA1U- AA9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

2.24.2 SHELTER AND BILLETING SERVICES (INCORPORATED RESERVED) (ELIN AA1E)

2.24.2.1 The contractor shall develop an occupancy plan for assignment and optimal utilization of shelter and billeting. The contractor shall manage the occupancy and conduct quarterly occupancy reviews with the requiring activity, COR, and authorized ordering officer. The contractor shall ensure unoccupied lodging is secured and reset to receive the next occupant.

2.24.2.2 The contractor shall present its occupancy plan in coordination with the requiring activity, COR, and authorized ordering officer.

2.24.2.3 The contractor shall perform all before, during, and after-operations checks each time the equipment is operated or used in accordance with the applicable Army's Technical Manual 10 (TM-10) or manufacturer's instructions or operating manuals.

2.24.2.4 The contractor shall provide licensed and/or certified operators to operate all equipment according to the applicable TM-10 or manufacturer's instructions or operating manuals.

2.24.2.5 When provided by the U.S. Government, the contractor shall provide qualified and trained operators with the functional office automation and English language skills required to operate DoD Automated Information Systems (AIS(s)).

2.24.3 UTILITY OPERATIONS (INCORPORATED RESERVED) (ELIN AA1F)

2.24.3.1 Environmental Control. The contractor shall provide reliable heating and cooling services for facilities specifically identified as requiring environmental control by the U.S. Government; conditions based. The contractor shall provide services either to individual structures/facilities, or multiple structures/facilities through central heating/cooling plants and distribution systems. The U.S. Government will identify the type of environmental controls required (i.e. heating/cooling).

2.24.3.2 Power/Electricity. The contractor shall produce, manage, operate, maintain, and distribute power. The contractor shall maximize efficiency of the power and distribution system (supply-side management) and use equipment in the camp that minimizes consumption of electrical power (demand-side management).

2.24.3.3 Emergency Backup Power Generation. The contractor shall manage and maintain emergency back-up power generation systems. When emergency generators do not incorporate self-start capabilities, or when otherwise directed at request of the requiring activity, the contractor shall conduct training on generator start to identify U.S. Government personnel.

2.24.3.4 The contractor shall perform all before, during, and after operations checks each time the equipment is operated or used in accordance with applicable Army's Technical Manual-10 (TM-10) or manufacturer's instruction or operating manuals.

2.24.3.5 The contractor shall provide licensed and/or certified operators to operate all equipment according to the applicable TM-10 or manufacturer's instructions or operating manuals.

2.24.3.6 When provided by the U.S. Government, the contractor shall provide qualified and trained operators with the functional office automation and English language skills required to operate DoD Automated Information Systems (AIS(s)).

2.24.4 WATER AND ICE SERVICE (INCORPORATED RESERVED) (ELIN AA1G)

2.24.4.1 The Contractor shall employ a "multiple barrier approach" to provide safe drinking water and ice that contacts food for personnel in operational environments. The approach uses five barriers to water contaminants that could cause adverse health effects if they are in drinking water: 1) source water selection and protection, 2) water treatment, 3) disinfection, 4) proper operation and maintenance of storage and distribution systems, and 5) operational water quality monitoring with Preventive Medicine (PM) oversight.

2.24.4.2 Source and Produce Bulk Water.

2.24.4.2.1 The contractor shall source Class III water (not potable untreated fresh water) or Class IV water (not potable brackish water or seawater) from U.S. Government approved wells or water sources. The contractor shall either place the class III and IV water in storage tanks/bags for future processing, or process it directly. The contractor shall operate either a mobile reverse osmosis water purification unit

(ROWPU) or a permanent or semi-permanent water treatment facility in order to produce either Class I water (potable ROWPU treated water/bottled water/packaged field water) or Class II water (disinfected filtered fresh water/disinfected fresh water/treated shower and laundry water) in accordance with the standards in TB MED 576 and 577. The contractor shall source, store and issue approved potable ground water or municipal water.

2.24.4.2.2 The U.S. Government considers the following tasks incidental to sourcing and producing water:

- 2.24.4.2.2.1 Storage and inventory management of water
- 2.24.4.2.2.2 Ensuring proper identification and labelling of each class of water
- 2.24.4.2.2.3 A distribution point to issue bulk water is established in vicinity of water production and storage.
- 2.24.4.2.2.4 Maintenance of class I and II water quality
- 2.24.4.2.2.5 Equipment operators perform operator level pre-operation checks to include inspecting for, detecting, and diagnosis of malfunctions that make the equipment unsafe or unserviceable, and includes very minor or simple parts replacement to keep equipment operational.

2.24.4.3 Ice Services.

2.24.4.3.1 The contractor shall provide potable packaged block, crushed, chipped, or cubed ice; either through sourcing from approved U.S. Government vendors, or production at a wet ice plant. The Contractor shall separate non-potable ice production and storage from potable ice production and storage to ensure against inadvertent mixing. The contractor shall produce or procure dry ice (frozen carbon dioxide).

2.24.4.3.2 The U.S. Government considers the following tasks incidental to sourcing and producing ice:

- 2.24.4.3.2.1 Storage and inventory management of ice
- 2.24.4.3.2.2 Ensuring proper identification and labelling ice products (potable/non-potable)
- 2.24.4.3.2.3 Ensuring water quality for water used in ice production
- 2.24.4.3.2.4 A distribution point to issue bulk ice and support distribution of ice is established in vicinity of the ice production and storage.
- 2.24.4.3.2.5 Establish and conduct quality checks on outlying supply points within base camps.
- 2.24.4.3.2.6 Equipment operators perform operator level pre-operation checks to include inspecting for, detecting, and diagnosis of malfunctions that make the equipment unsafe or unserviceable, and includes very minor or simple parts replacement to keep equipment operational.

2.24.5 LAUNDRY SERVICES (INCORPORATED RESERVED) (ELIN AA1H)

2.24.5.1 The contractor shall receive, account for, process and return all items tendered for laundering and repair. The contractor shall establish and maintain a system of records to quantify all work performed and shall be responsible for the preparation of reports incidental to the work covered by this contract. The contractor shall provide laundry services to individuals authorized by the requiring activity; the contractor shall report incidents of unauthorized users attempting to receive laundry service to the COR. The contractor shall provide Certified Inventory of Evidence Reports when required by the specific task order. The contractor providing laundry services will maintain control of military uniforms and equipment received for cleaning throughout the laundry process.

2.24.5.1.1 Full-Service Laundry. The Contractor shall receive, segregate, clean, and return individual clothing, light textile items, and individual equipment (OCIE) textiles. The contractor shall re-clean, at no additional costs to the U.S. Government, all items that fail to meet quality standards.

2.24.5.1.2 Medical Service Laundry. The Contractor shall separately process laundry for medical personnel, patients, linens, and other facility textiles in support of a medical facility. Medical and non-medical laundry shall not be commingled. Biohazard clothing and linens will be segregated and maintained separately prior to cleaning.

2.24.6 CUSTODIAL SERVICES (INCORPORATED RESERVED) (ELIN AA1J)

2.24.6.1 The contractor shall provide custodial services for common areas. The contractor shall stock and replenish expendables to include, but not limited to, paper towels, toilet paper, liquid soaps, and sanitizer as required to ensure ready availability to patrons. A cleaning schedule shall be posted to each facility and provided to the requiring activity.

2.24.6.2 The contractor shall collect and dispose of all trash from all waste receptacles, to include wastebaskets and other trash containers (exterior waste baskets, trash receptacles, and smoking urns are included in the scope of trash removal). Any trash boxes or debris stacked near the waste receptacles shall be removed daily. Replacement of plastic trash bags/can liners as needed.

2.24.6.3 Medical treatment facilities custodial services shall be performed IAW AR 40-61 and AR 210-130. Ensure all cleaning supplies, materials, and equipment shall be kept exclusively for medical and shall be kept separate from other custodial supplies, materials and equipment.

2.24.6.4 Dental treatment facilities custodial services shall be performed IAW AR 40-61 and AR 210-130. Ensure all cleaning supplies, materials, and equipment shall be kept exclusively for medical and shall be kept separate from other custodial supplies, materials and equipment.

2.24.6.5 Veterinary treatment facilities custodial services shall be performed IAW AR 40-61 and AR 210-130. Ensure all cleaning supplies, materials, and equipment shall be kept exclusively for medical and shall be kept separate from other custodial supplies, materials and equipment.

2.24.7 PEST SERVICES (INCORPORATED RESERVED) (ELIN AA1K)

2.24.7.1 The contractor shall provide integrated (indoor/outdoor) pest management services. The contractor shall protect personnel and the environment from pesticide-related hazards.

2.24.7.2 The contractor shall implement the U.S. Government approved Pest Management Program IAW DoDI 4150.07-DoD and TB MED 561

2.24.7.3 In the absence of a U.S. Government approved plan, the contractor shall develop, implement, and maintain a Pest Management Program IAW DoDI 4150.07-DoD and TB MED 561.

2.24.7.4 The contractor shall dispose of pest carcasses (non-human remains) IAW local standards/policies and/or host nation regulatory guidance.

2.24.8 WASTE MANAGEMENT SERVICES (INCORPORATED RESERVED) (ELIN AA1L)

2.24.8.1 The contractor shall perform waste management services in accordance with directives from the U.S. Government. The contractor shall perform four waste management functions: collect, transport, recover, and dispose. The contractor shall perform waste management services in accordance with references in to include but not limited:

- 2.24.8.1.1 Applicable International and U.S. laws and regulations
- 2.24.8.1.2 Host nation laws, local customs, and local practices
- 2.24.8.1.3 Joint and Army directives and regulations
- 2.24.8.1.4 Higher headquarters policies, procedures, operation plans/orders, and directives
- 2.24.8.1.5 Allowable design and construction standards contained in theater-specific guidelines

2.24.8.2 The contractor shall conduct waste management operations in a manner that does not: present a litter problem, which can be compounded by strong winds; create a health or environmental hazard; create a fire hazard; attract or harbor insects and rodents/vermin; or negatively impact mission operations. When the operational environment and/or host nation laws direct it, contractors shall operate a recovery/recycling program. The contractor shall appoint a Collection Point Manager to ensure the maintenance and effectiveness of waste collection points.

2.24.8.3 IAW TM 3-34.56, the contractor shall conduct waste management operations in a manner that does not: present a litter problem, which can be compounded by strong winds; create a health or environmental hazard; create a fire hazard; attract or harbor insects and rodents; or negatively impact mission operations.

2.24.8.4 The contractor shall ensure waste is managed in a manner that is protective of human health and the environment IAW TB MED 593.

2.24.8.5 The contractor shall conduct waste management services IAW DoD 4715.05-G, DoDI 4715.05, DoDI 4715.06, or DoDI 4715.22, CFR 1910.120 as applicable.

2.24.8.6 The contractor shall only operate open-air burn pits when directed by the U.S. Government. When directed by the U.S. Government to operate open-air burn pits, the contractor shall operate IAW DoDI 4715.19.

2.24.8.7 When performing waste disposal services, the contractor shall dispose of U.S. Government material IAW DoD 4160.21-M.

2.24.8.8 Develop, manage and maintain medical hazardous waste processes and procedures IAW DA Pam 40-11 Preventive Medicine, DA PAM 40-503 Army Industrial Hygiene Program, TB Med 593 Guideline for Fields Waste Management, TB MED 515 Occupational Health and Industrial Hygiene Guidance for the Management, Use and Disposal of Hazardous Drugs.

2.24.8.9 The contractor shall establish waste collection and recycling points with containers, and then collect, pickup, and dispose of all recyclable materials from the appropriate recycle bins located in common areas and office areas, and then dispose of to the nearest recycle dumpster. The contractor shall provide recycling services IAW the frequency guide/schedule for each facility.

2.24.8.10 When provided by the U.S. Government, the contractor shall provide qualified and trained operators with the functional office automation and English language skills required to operate DoD AIS(s) (currently the Solid Waste Annual Reporting (SWAR) system) in order to facilitate tracking and reporting of solid waste and recycling data.

2.24.8.11 The contractor shall collect, segregate, store, manage, recover, and dispose of non-hazardous solid waste; generally recognized as garbage or general refuse. When activated as workload, the contractor shall dispose of non-hazardous waste using an approved non-hazardous incinerator, using a trained operator; operator must be licensed and/or certified when required by host nation regulations.

2.24.8.12 Collection and Storage: The contractor shall collect non-hazardous solid waste from individual points of generation (e.g. dumpsters) directly to final disposition point, or to a contractor operated collection point in preparation for final disposition. The contractor shall establish collection points with an appropriate number of containers to accommodate the various types of waste to be segregated and correctly sized to handle the amount of garbage that will be generated. The contractor shall use closeable, leak-proof, noncombustible, nonabsorbent, and corrosion-resistant containers. The contractor shall store all food waste in tight-fitting, covered containers that are non-absorbent, leak-proof, durable, easily cleaned, and designed for safe handling; the contractor shall clean food waste containers in accordance with the guidelines in TB MED 530.

2.24.8.13 Transportation: The contractor shall collect non-hazardous solid waste in a vehicle dedicated for that purpose. The contractor shall haul non-hazardous solid waste from collection points to a recovery or disposal site in collection vehicles. The contractor shall ensure vehicles designated to perform trash collection have a low gate for easy access and a suitable cover or other means to prevent trash from blowing off during movement. The contractor shall clean vehicles used to transport trash before using it for other Missions; if subsequently used for transporting food items, the contractor must clean and disinfect the vehicle with a chlorine solution (use 6.4 ounces of bleach per 1 gallon of water to achieve 200 parts per million).

2.24.8.14 Recovery/Recycling: When the operational environment allows, the contractor shall use biological recovery through composting or feeding of edible wastes to livestock when allowed, and recycle/reuse materials.

2.24.9 HAZARDOUS WASTE MANAGEMENT (INCORPORATED RESERVED) (ELIN AA1M)

2.24.9.1 The contractor shall collect, store, manage, and transport hazardous waste (US Department of Transportation Hazardous Materials Class 2 through 9, minus medical waste) at a hazardous waste accumulation point (HWAP). The contractor shall use paper files or AIS to ensure accountability of hazardous materials. The contractor shall post instructions, warnings, or other markings as necessary in work places. The use of markings shall be coordinated with camp OPSEC authorities. The contractor shall coordinate and obtain final disposition from the DoD (e.g. DLA) or host nation organization responsible for disposal of hazardous waste. The contractor's or sub-contractor's employees shall be trained and certified to handle hazardous waste, and drivers transporting hazardous waste shall be trained and certified to transport hazardous cargo.

2.24.9.2 Transport: The contractor shall ensure hazardous waste and special waste shipments comply with all hazmat, hazardous waste, and special waste transportation requirements in theater. The contractor shall ensure vehicles transporting hazardous waste has the appropriate placards and manifests for the materials being transported (e.g. DD Form 836, a copy of the spill response plan, and the necessary emergency equipment).

2.24.9.3 Disposal: If requested by the U.S. Government, the contractor shall dispose of hazardous waste in accordance with Local, State, Federal, and Host-Nation regulations and laws.

2.24.9.4 Due to the specific personnel and equipment training and certification requirements, the contractor shall include all incidental personnel, services, and transportation workload associated with hazardous waste under this paragraph.

2.24.9.5 The contractor shall segregate hazardous waste at the accumulation point in a minimum of four separate and distinct sections (reactives, flammables, corrosives, toxics) in accordance with Table 5-3, TM 3-34.56/MCIP 4-11.01.

2.24.9.6 The contractor's drivers must be certified to transport hazardous cargo, and shall only transport hazardous waste using a vehicle approved for that purpose.

2.24.10 MEDICAL WASTE MANAGEMENT (INCORPORATED RESERVED) (ELIN AA1N)

2.24.10.1 The contractor shall collect, store, and manage regulated medical waste (Hazardous Material Class 6). When activated as workload, the contractor shall dispose of medical waste using an approved medical waste incinerator, using a trained operator; operator must be licensed and/or certified when required by host nation regulations. The contractor shall ensure medical waste is segregated from regular trash and remains separated from other waste streams until it reaches its final destination. The contractor's or sub-contractor's employees are trained and certified to handle medical waste.

2.24.10.2 Collection and Storage: The contractor shall collect medical waste in red bags or another specified color for the theater of operations. All bags or receptacles used to segregate, transport, or store medical waste must be clearly marked with the universal biohazard symbol and the word "BIOHAZARD" in English and any other language that is prevalent in the operational area. The contractor shall collect and store Sharps in puncture-resistant, leak-resistant, and uniquely colored or marked containers.

2.24.10.3 Handling and PPE: The contractor shall ensure medical waste is never compacted, shaken, or squeezed in an attempt to reduce volume before disposal. The contractor shall ensure its and sub-contractor employees take universal precautions when handling, transporting, and disposing of medical waste; to include wearing protective gloves, masks, aprons, or other PPE that will reduce risks associated with medical waste.

2.24.10.4 Transportation (medical waste specific): The contractor shall secure medical waste cargo to prevent excessive movement, and will never transport food items in the same vehicle used to transport medical waste. The contractor must clean and disinfect vehicles used to transport medical waste before using it for any other purpose. The contractor shall ensure a spill kit is readily available to decontaminate any surfaces in the event of a leak or spill. The spill kit shall include appropriate PPE, a disinfectant, absorbent material, and equipment used to gather spill residue.

2.24.10.5 Due to the specific personnel and equipment training and certification requirements, the contractor shall include all incidental personnel, services, and transportation workload associated with medical waste under this paragraph.

2.24.10.6 Contractor shall collect, store, transport, dispose, and manage medical waste IAW MEDCOM Reg 40-35 and the Title 49 CFR in CONUS.

2.24.10.7 The contractor shall dispose of medical waste using an approved and regulated medical waste incinerator.

2.24.10.8 The contractor's Incinerator operators are trained on proper operating and maintenance procedures, safety measures (to include PPE use), emergency response, and environmental requirements.

2.24.11 GRAY WATER MANAGEMENT, RECYCLE AND REUSE (INCORPORATED RESERVED) (ELIN AA1P)

2.24.11.1 The contractor shall manage the disposal, recycle, and reuse of waste gray water. Recycling and reuse of gray waste water requires approval of U.S. Government medical authority.

2.24.12 SEWAGE AND BLACK WATER WASTE MANAGEMENT (INCORPORATED RESERVED) (ELIN AA1Q)

2.24.12.1 The contractor shall collect, store, manage, and dispose of sewage and black water. The contractor shall treat as required sewage and black water being processed at approved U.S. Government facilities.

2.24.13 FIRE FIGHTING SERVICES (INCORPORATED RESERVED) (ELIN AA1R)

2.24.13.1 The contractor shall operate and maintain firefighting services. The contractor shall provide notification, communication and detection and response capability, and firefighting services. The contractor shall conduct firefighting operations safely and according to AR 420-1, TM 3-34.30, DoDI 6055.06, and DODI 6055.06-M.

2.24.13.2 The contractor shall provide the personnel and equipment resource necessary to maintain 24 hours per day, 365 days per year (366 days during leap year) firefighting services IAW AR 420-1, DoDI 6055.06, and DODI 6055.06-M.

2.24.14 AMBULANCE SERVICES (INCORPORATED RESERVED) (ELIN AA1S)

2.24.14.1 The contractor shall provide medical evacuation by operating and maintaining ambulance services in order to sustain continuity in care and treatment. The contractor shall provide medical evacuation by ground ambulance, and air ambulance when applicable, on an area support basis and to provide enroute medical treatment during transport. Ambulance services refers to pre-hospital emergency services preparing a patient for ground evacuation, and aeromedical evacuation where applicable. The contractor shall only provide ground and air ambulance support in permissive security environments based on guidance from U.S. Government personnel. The contractor shall not enter areas of active combat when providing ambulance services. The contractor shall integrate its operations into the U.S. Government's medical evacuation plan when supporting tactical operations.

2.24.14.2 The contractor shall use medical evacuation ground/air ambulance platforms designed specifically for medical evacuations, and allocated with medical equipment to provide enroute care by trained medical personnel.

2.24.14.3 The contractor shall provide the personnel and equipment resource necessary to maintain 24 hours per day, 365 days per year (366 days during leap year) ambulatory medical services for Basic Life Support (BLS) with Automated External Defibrillator (AED) ambulance services IAW AR 40-3, DoDI 6055.06 and DoDI 6055.06-M.

2.24.14.4 The contractor shall ensure training and certification of emergency medical technician (EMT) personnel will be according to the Department of Transportation EMT National Standard Curriculum, or its equivalent, and accepted by the National Registry for Emergency Medical Technicians (NREMT).

2.24.14.5 The contractor shall establish and maintain a process for monitoring NREMT status and validating that the NREMT certification remains current.

2.24.14.6 The contractor shall coordinate response with accepting facility and accepting medical transport team, prepare patients in critical status for medical evacuation, coordinate transport of critically ill patients to the airfield and assist with transfer of critical care patient to medical air evacuation transport provider IAW ATP 4-02.2.

2.24.15 FOOD SERVICES (INCORPORATED RESERVED) (ELIN AA1T)

2.24.15.1 The contractor shall receive, store, prepare, and serve meals, authorized enhancements, and supplements in a sanitary dining facility. The contractor shall provide holiday meals, special meals, or food service support for special events as directed by the requiring activity or authorized ordering officer. The contractor shall provide other incidental functions and personnel necessary for dining facility operations, including, but not limited to, cashiers, headcount personnel, dining room monitors and custodians, and dishwashers.

2.24.15.2 The contractor shall ensure certification training for managers is completed IAW the TB Med 530 – Tri Service Food Code.

2.24.15.3 The contractor shall ensure employees are trained and certified IAW the TB Med 530 – Tri Service Food Code.

2.24.15.4 The contractor shall ensure employees are trained in the safe use of chemicals, understanding manufacturer's product labels, and information contained on material safety data sheets (MSDS) IAW Title 29, Code of Federal Regulation Part 1910.1200

2.24.15.5 The contractor shall develop menus IAW DoD 1338.10-M.

2.24.15.6 The contractor shall adhere to food safety standards IAW TB Med 530 – Tri Service Food Code.

2.24.15.7 The contractor shall maintain cleanliness IAW MIL-STD-3006C.

2.24.15.8 When Class I is not provided by the U.S. Government, the contractor shall utilize Defense Logistics Agency or the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement for worldwide food procurement for US Forces.
(<https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>)

SECTION 3 – CONSTRUCTION EQUIPMENT, MATERIAL HANDLING EQUIPMENT, AND CRANE SERVICES (SUBCLIN 0001AB)

3.1 CONSTRUCTION SITE FENCING (ELIN AB01)

3.1.1 Contractor shall provide construction site fencing that is orange in color and no less than 4 feet high. The contractor shall include all necessary equipment to ensure construction site fencing is able to free stand. Construction site fencing shall be provided in accordance with ASTM F3342-19 or equivalent local standards.

3.1.2 ELIN AB01 Construction Site Fencing Unit of Issue is Meter (MR)

3.2 FILLED SANDBAGS (ELIN AB02)

3.2.1 Contractor shall provide five 15 pound filled sandbags.

3.2.2 Price is to be per sandbag per DAY (DY).

3.2.3 ELIN AB02 Sandbags Unit of Issue is DAY (DY).

3.3 CONCRETE MIXER (ELIN AB03)

3.3.1 Contractor shall provide concrete mixer with mixing drum capacity of 6-7 cubic foot (when required, the specific size will be specified with each deliver order/task order), meaning it can mix stated volume of concrete at one time for U.S. Government personnel to operate. Contractor shall be responsible for cleaning concrete mixer.

3.3.2 ELIN AB03 Concrete Mixer Unit of Issue is DAY (DY).

3.4 FORKLIFT AND K LOADER SERVICES (ELIN AB04 – AB0A)

3.4.1 Contractor shall provide forklift services with operator(s). Upon request, contractor shall provide information concerning forklift/lifting capacity to the requiring activity. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

3.4.2 The following ELINs are included:

ELIN AB04: FORKLIFT SERVICES – UP TO 4 TONS

ELIN AB05: FORKLIFT SERVICES WITH 8 FOOT FORKS– 5 TO 8 TONS

ELIN AB06: FORKLIFT SERVICES WITH 8 FOOT FORKS - 9 TO 20 TONS

ELIN AB07: ALL TERRAIN FORKLIFT SERVICES WITH 8 FOOT FORKS – UP TO 4 TONS

ELIN AB08: ALL TERRAIN FORKLIFT SERVICES WITH 8 FOOT FORKS – 5 TO 8 TONS

ELIN AB09: ALL TERRAIN FORKLIFT SERVICES – 9 TO 20 TONS

ELIN AB0A: K LOADER - 10-20 TONS

3.4.3 ELIN AB04 – AB0A Forklift Services Unit of Issue is DAY (DY).

3.5 MOBILE CRANE SERVICES (ELIN AB0B -AB0H)

3.5.1 The contractor shall provide mobile crane services (shore and floating cranes) with operator(s) and safety observer(s). The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

3.5.2 The following ELINs are included:

ELIN AB0B: MOBILE CRANE SERVICES - UP TO 15 TONS

ELIN AB0C: MOBILE CRANE SERVICES - 16 TO 40 TONS

ELIN AB0D: MOBILE CRANE SERVICES - 41 TO 75 TONS

ELIN AB0E: MOBILE CRANE SERVICES - 76 TO 100 TONS

ELIN AA0F: MOBILE CRANE SERVICES - 101 TO 120 TONS

ELIN AA0G: MOBILE CRANE SERVICES - 121 TO 160 TONS

ELIN AA0H: MOBILE CRANE SERVICES - 161 TO 200 TONS

3.5.3 The contractor shall ensure the requested crane capacity takes into account location of requiring activity, boom length, and all other variables. The contractor's failure to account for all known variables shall not warrant an equitable adjustment.

3.5.4 The Mobile Crane Services shall be suitable for their intended use, include but not limited to all necessary equipment (such as crane pallet bars/slings, platform, etc.), and shall be operated with due care and within all operating safety limits.

3.5.5 ELIN AB0B -AB0H Mobile Crane Services Unit of Issue is DAY (DY).

3.6 MOBILE CRANE SERVICES FOR BARGE LIFT (ELIN AB0J)

3.6.1 Contractor shall provide mobile crane services (shore and or floating cranes) for loading and offloading of barge vessels 300-1200 sq. /m with operator(s) and safety observer(s).

3.6.2 ELIN AB0J Mobile Crane Services for Barge Lift Unit of Issue is DAY (DY).

3.7 CRANE PALLET BARS/SLINGS AND CRANE PLATFORM (ELIN AB0K – AB0P)

3.7.1 Contractor shall provide crane pallet bars/slings and platform capable of handling multiple pallet lifts at a time. Pallet bars/slings and all other rigging equipment shall comply with the appropriate host country safety standards; operational limitations and any applicable restrictions shall be posted on the equipment. The pallet bars/slings and platform provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). Compatibility requirements and accessories will be specified at the RTOP level.

3.7.2 The following ELINs are included:

ELIN AB0K: CRANE PALLET BARS/SLINGS SERVICES - UP TO 15 TONS
ELIN AB0L: CRANE PALLET BARS/SLINGS SERVICES - 16 TO 40 TONS
ELIN AB0M: CRANE PALLET BARS/SLINGS SERVICES - 41 TO 75 TONS
ELIN AB0N: CRANE PALLET BARS/SLINGS SERVICES - 76 TO 100 TONS
ELIN AB0P: CRANE PLATFORM

3.7.3 ELIN AB0K – AB0P Crane Pallet Bars/Slings and Crane Platform Unit of Issue is DAY (DY).

3.8 MANLIFT SERVICES WITHOUT OPERATOR (ELIN AB0Q – AB0T)

3.8.1 Contractor shall provide a manlift without operator. The contractor shall provide manlift for the conveyance of persons which consists of platforms or brackets mounted on, or attached to, an endless belt, cable, chain or similar method of suspension; such belt, cable, or chain operating in a substantially vertical direction and being supported by and driven through pulleys, sheaves, or sprockets at the top and bottom. Contractor shall perform daily maintenance checks on the manlift prior to 0730 each morning.

3.8.2 Contractor shall conduct training on safety and operating procedures for requiring activity personnel. The manlift shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are provided). Contractor shall maintain documentation of requiring activity personnel acknowledgement of the training. Weight capacity of at least 1000 lbs. U.S. Government may change weight capacity at the RTOP solicitation and task order.

3.8.3 The following ELINs are included:

ELIN AB0Q: MANLIFT SERVICES WITHOUT OPERATOR – UP TO 60 FT REACH
ELIN AB0R: MANLIFT SERVICES WITHOUT OPERATOR – UP TO 90 FT REACH
ELIN AB0S: MANLIFT SERVICES WITHOUT OPERATOR – UP TO 120 FT REACH
ELIN AB0T: MANLIFT SERVICES WITHOUT OPERATOR – UP TO 135 FT REACH

3.8.4 ELIN AB0Q – AB0T Manlift Services without Operator Unit of Issue is DAY (DY).

3.9 MANLIFT OPERATOR (ELIN AB0U)

3.9.1 If the requiring activity orders the manlift operator or if the operator is required by local laws and regulations (it shall be noted in response to the RTOP), the price for the operator is per hour for a minimum of four (4) hours of continuous service. Operator shall have all local licenses and training required to operate Manlift.

3.9.2 ELIN AB0U Manlift Operator Unit of Issue is HOUR (HR).

3.10 SCISSOR LIFTS (ELIN AB0V)

3.10.1 Contractor shall provide scissor lifts also known as a sky lift, fully fueled, that have been properly maintained and serviced. If a scissor lift does not meet the requirements of this contract, the U.S. Government shall have the right to reject the scissor lift for performance of services. Contractor shall ensure that each scissor lift is jointly inspected before and after use by contractor and an authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a scissor lift, which has not been inspected. If the scissor lift is not operable when required under this contract, contractor shall provide, at no additional expense, a replacement scissor lift within three (3) hours that complies in all respects with this contract. Contractor shall replenish the fuel and perform daily maintenance checks on the scissor lift prior to 0730 AM each morning. Contractor shall conduct training on safety and operating procedures for requiring activity personnel. Contractor shall maintain documentation of requiring activity personnel acknowledgement of the training. The scissor lift shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). Minimum height is 20 feet. Weight capacity of least 1000 lbs. U.S. Government may change weight capacity at the RTOP solicitation and task order.

3.10.2 ELIN AB0V Scissor Lifts Unit of Issue is DAY (DY).

3.11 MANBASKET (ELIN AB0W)

3.11.1 Contractor shall provide a manbasket, also known as a crane basket that has been properly maintained, serviced, and certified. The manbasket shall be used with either a crane or forklift and have a self-closing swing door with a safety chain to secure to the forklift carriage. If a manbasket does not meet the requirements of this contract, the U.S. Government shall have the right to reject the manbasket for performance of services. Contractor shall ensure that each manbasket is jointly inspected before and after use by contractor and an authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a manbasket which has not been inspected. If the manbasket is not operable when required under this contract, contractor shall provide, at no additional expense, a replacement man lift within three (3) hours that complies in all respects with this contract shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). Weight capacity of least 1000 lbs. U.S. Government may change weight capacity at the RTOP solicitation and task order.

3.11.2 ELIN AB0W Manbasket Unit of Issue is DAY (DY).

3.12 CONSTRUCTION EQUIPMENT SERVICES WITH OPERATOR (ELIN AB0X – AB1G)

3.12.1 Contractor shall provide construction equipment services with operator(s). The construction equipment provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). The construction equipment shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

3.12.2 The following ELINs are included:

ELIN AB0X: D8 BULLDOZER
ELIN AB0Y: D7 BULLDOZER
ELIN AB0Z: D9 BULLDOZER
ELIN AB10: SKID STEER WITH BUCKET AND AUGER ATTACHMENT
ELIN AB11: FRONT END LOADER
ELIN AB12: EXCAVATOR
ELIN AB13: FUEL TRUCK
ELIN AB14: WATER DISTRIBUTOR TRUCK

ELIN AB15: SCRAPER 22 CYD
ELIN AB16: GRADER
ELIN AB17: ARC WELDER TRAILER
ELIN AB18: DUMP TRUCK 15 TON
ELIN AB19: CONCRETE SAW FOR SKID STEER
ELIN AB1A: VIBRATORY ROLLER 4 TON
ELIN AB1B: VIBRATORY ROLLER 10 TON
ELIN AB1C: VIBRATORY ROLLER 9 WHEEL
ELIN AB1D: MILLING MACHINE
ELIN AB1E: ASPHALT PAVER
ELIN AB1F: EMULSION DISTRIBUTOR TRUCK
ELIN AB1G: SAW RADIAL WOOD TRAILER

3.12.3 ELIN ABOX – AB1G Construction Equipment Services Unit of Issue is DAY (DY).

3.13 CONSTRUCTION EQUIPMENT SERVICES WITHOUT OPERATOR (ELIN AB1H – AB22)

3.13.1 Contractor shall provide construction equipment services without operator(s). The construction equipment provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD regulations and country laws where services are being provided). The construction equipment shall be suitable for their intended use and shall be operated with due care and within all operating safety limits.

3.13.2 The following ELINs are included:

ELIN AB1H: D8 BULLDOZER
ELIN AB1J: D7 BULLDOZER
ELIN AB1K: D9 BULLDOZER
ELIN AB1L: SKID STEER WITH BUCKET AND AUGER ATTACHMENT
ELIN AB1M: FRONT END LOADER WITH
ELIN AB1N: EXCAVATOR
ELIN AB1P: FUEL TRUCK
ELIN AB1Q: WATER DISTRIBUTOR TRUCK
ELIN AB1R: SCRAPER 22 CYD
ELIN AB1S: GRADER
ELIN AB1T: ARC WELDER TRAILER
ELIN AB1U: DUMP TRUCK 15 TON
ELIN AB1V: CONCRETE SAW FOR SKID STEER
ELIN AB1W: VIBRATORY ROLLER 4 TON
ELIN AB1X: VIBRATORY ROLLER 10 TON
ELIN AB1Y: VIBRATORY ROLLER 9 WHEEL
ELIN AB1Z: ASPHALT PAVER
ELIN AB20: EMULSION DISTRIBUTOR TRUCK
ELIN AB21: VIBRATORY ROLLER
ELIN AB22: SAW RADIAL WOOD TRAILER

3.13.3 ELIN AB1H – AB22 Construction Equipment Services without Operator Unit of Issue is DAY (DY).

3.14 OTHER CONSTRUCTION EQUIPMENT, MATERIAL HANDLING EQUIPMENT, AND CRANE SERVICES (ELIN AB23- AB9Z)

3.14.1 Other Construction Equipment, Material Handling Equipment, and Crane Services may require services not established in the identified ELIN(s). Other Construction Equipment, Material Handling Equipment, and Crane Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate

performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

3.14.1.1 Other Construction Equipment, Material Handling Equipment, and Crane Services Incorporated Reserved ELIN(s) (ELIN AB23). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

3.14.1.2 Other Construction Equipment, Material Handling Equipment, and Crane Services Non-Incorporated Reserved ELIN(s) (ELIN AB24- AB9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

3.14.2 SCAFFOLDING (INCORPORATED RESERVED) (ELIN AB23)

3.14.2.1 The contractor shall provide scaffolding services to support construction, maintenance, or repair projects. The contractor shall provide all labor, materials, equipment, and supervision necessary to safely erect, modify, and dismantle scaffolding structures according to project specifications and regulatory standards.

3.14.2.2 The contractor shall comply with all Local, State, Federal, and Host-Nation regulations and laws applicable to scaffolding work, including but not limited to OSHA standards for scaffolding in construction (29 CFR 1926.451) and general industry (29 CFR 1910.27).

SECTION 4 – LODGING, CONFERENCE, AND CATERING SERVICES (SUBCLIN 0001AC)

4.1 LODGING SERVICES (ELIN AC01)

4.1.1 Lodging Services shall meet the following minimum requirements: the rooms must have a bed, toilet, shower with curtain or bath tub with curtain; daily room cleaning; working color TV together with remote control; lighting; table/desk and chair; reception service; publicly available telephone for guests; and clean bath towels provided daily; clean linen; controlled access; clearly marked routes of egress in the event of fire, for the safety and welfare of all guests. Contractor shall meet the US embassy approved force protection requirements for the respective country when this information is made available during the RTOP solicitation and task order.

4.1.2 Contractor shall propose lodging within the allowable published lodging rate for the location and time of need. Lodging rates for the United States, U.S. Territories and possessions may be found on the U.S. General Services Administration (GSA) website at the following web address:
http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=prinradio&utm_term=perdiem&utm_campaign=shortcuts.

4.1.3 U.S. Government will provide room occupancy and type in RTOP solicitation and task order.

4.1.4 Lodging rates for use outside of the United States, U.S. Territories and possessions may be found on the U.S. Department of State website at:
http://aoprals.state.gov/content.asp?content_id=184&menu_id=78.

4.1.5 Contractor shall provide any food and/or catering services in accordance with AR 40–657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

4.1.5 ELIN AC01 Lodging Services Unit of Issue is Nights (NK).

4.2 MILITARY SEALIFT COMMAND (MSC) LODGING SERVICES (ELIN AC02)

4.2.1 The contractor shall procure lodging services for Civil Service Mariners (CIVMAR) assigned to Military Sealift Command (MSC) during overseas voyage repair and ship availabilities.

4.2.2 The contractor shall provide an individual room with in-room sanitary facilities. Individual room shall include bed, bedding, and accompanying utilities such as heating/air conditioning, lighting, hot and cold water, linens, and toiletries seven days a week. Sanitary facilities include in room toilet, sink and shower.

4.2.3 The lodging facility shall have a full-service restaurant serving three meals daily to include American style cuisine starting at 6:00 A.M. and concluding after supper service approximately 8:00 P.M., or provide a listing of restaurants within a kilometer radius (walking distance) that serve breakfast, lunch and supper to include American style cuisine.

4.2.4 The lodging facility shall have onsite self-service washers, dryers and hotel provided laundry services or a laundry facility must be available within half a kilometer radius (walking distance). Laundry will be at the personal expense of the CIVMAR.

4.2.5 The lodging facility shall meet local Fleet Anti-terrorism Force Protection requirements as defined by the Area/Regional Commander and/or local Security Office.

4.2.6 The lodging facility security policies shall require guests to verify their identity at check-in before being granted access to rooms.

4.2.7 The lodging facility receptionist shall be available 24 hours per day.

4.2.8 The lodging facility rooms shall have operating smoke detectors. Exit signs are installed and operational on each floor. Lodging accommodations will have a sprinkler system installed and fire extinguishers on each floor. A fire evacuation plan is posted in each guest room.

4.2.9 The lodging facility room shall have a safe for storing valuables.

4.2.10 The lodging accommodations room shall have deadbolt door locks on doors and locks on the windows. Locks on all sliding doors.

4.2.11 The lodging facility and rooms shall be free from mold, mildew, and foul odors.

4.2.12 The lodging facility and rooms shall be free of pest infestations; including, but not limited to, vermin, ants, flies, mosquitoes, bed bugs, and cockroaches.

4.2.13 The lodging facility rooms' windows and/or sliding glass doors shall have curtains, shades, or blinds.

4.2.14 The lodging facility rooms shall include daily cleaning, changing of linen twice a week, and replenishment of toiletries. Extra blankets and pillows are available.

4.2.15 The lodging facility and rooms shall not be under construction or major renovation during the performance period.

4.2.16 The lodging facility rooms shall not be adjacent to any entertainment establishments e.g. restaurant bar, pub, discotheque, stadiums or playing fields.

4.2.17 The lodging facility shall have elevators available (if more than one floor).

4.2.18 The lodging facility rooms shall have a clock and telephone in each room. Local phone calls will be free.

4.2.19 Internet access shall be available in hotel rooms or in the hotel lobby or CIVMARS shall have access to an on-site business center.

4.2.20 Satellite or cable color television available in each room with at least one English speaking news channel available. Each room will have a functioning television with a working remote control.

4.2.21 The lodging facility and rooms shall meet the following requirements. If the contractor is unable to meet the requirements, the contractor shall notify the authorized ordering officer during the RTOP solicitation and follow H.2 Ordering Procedures.

4.2.21.1 Lodging Facility Ratings. Lodging Facility rating should be the equivalent of a AAA "3-Diamond" rated facility or higher; 4-Star, 4 ½ Star, and 5-Star equivalent ratings are acceptable. Use of the Defense Travel System (DTS) as a guide for JTR and FEMA-approved hotels is acceptable.

4.2.21.2 Room Size. Western style accommodation with 200 sq. ft. or larger living space.

4.2.21.3 Lodging facility will accept personal credit cards and debit cards.

4.2.21.4 Double bed with an innerspring mattress, bedside lighting, an illuminated workspace/desk with desk chair, an upholstered lounge chair and bedside table, a dresser and full-length mirror with a mirror in the bathroom, and ice container and glasses.

4.2.21.5 Refrigerator for individual use within each room.

4.2.21.6 Microwave for individual use with each room, as available.

4.2.21.7 Lodging facility shall have ice machines and beverage machines available for use.

4.2.21.8 At least one (1) restaurant within a kilometer radius of the hotel facility that is open for meals 24 hours per day or provides food delivery services.

4.2.22 Secure Storage Space. The lodging facility will offer secure luggage storage space for CIVMARS who temporarily move from the hotel or whose rooms are not ready upon arrival.

4.2.23 Distance from shipyard and parking. The lodging facility is within 15-mile radius of the shipyard, to the extent practicable, and hotel shall provide free parking, as available.

4.2.24 Contractor shall provide any food and/or catering services in accordance with AR 40-657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

4.3 OTHER LODGING, CONFERENCE, AND CATERING SERVICES (ELIN AC03- AC9Z)

4.3.1 Other Lodging, Conference, and Catering Services may require services not established in the identified ELIN(s). Other Lodging, Conference, and Catering Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance

work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

4.3.1.1 Other Lodging, Conference, and Catering Services Incorporated Reserved ELIN(s) (ELIN AC03-AC06). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

4.3.1.2 Other Lodging, Conference, and Catering Services Non-Incorporated Reserved ELIN(s) (ELIN AC07-AC9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

4.3.2 CONFERENCE SERVICES (INCORPORATED RESERVED) (ELIN AC03)

4.3.2.1 The contractor shall provide conference services to facilitate a variety of events, meetings, and conferences. These services must encompass the provision of state-of-the-art facilities, technical support, catering, and logistical management to ensure the seamless execution of each event. The contractor shall ensure the availability of adequate space and amenities to support events of varying scales, from small meetings to large conferences, accommodating the specific needs of the DoD and its attendees.

4.3.2.2 The contractor shall provide planning and execution of all aspects related to the conference center operations. This encompasses venue setup, audio-visual and technical support, security arrangements, and the provision of high-quality catering services. Facilities should be equipped with the latest technology to support presentations, secure communications, and remote participation capabilities. The contractor shall demonstrate the ability to handle the logistical challenges of high-profile events, ensuring confidentiality and security as per DoD standards.

4.3.2.1 Contractor shall provide any food and/or catering services in accordance with AR 40–657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

4.3.3 CATERING SERVICES (INCORPORATED RESERVED) (ELIN AC04)

4.3.3.1 The contractor shall provide catering services to support personnel, ensuring high-quality, nutritious, and diverse food options that cater to a wide range of dietary needs and preferences. The contractor shall provide complete food services, including but not limited to the preparation, delivery, and serving of meals, management of dining facilities, and adherence to health and safety standards. These services are to accommodate U.S. military and U.S. Government employees for scheduled meals, including breakfast and dinner, as well as special events as required.

4.3.3.2 The contractor shall demonstrate a high level of professionalism and efficiency, maintaining the utmost standards of food quality, hygiene, and safety. All meals should be prepared using fresh, high-quality ingredients, and menus should be varied to prevent menu fatigue and accommodate dietary restrictions, including vegetarian, vegan, gluten-free, and halal options. The contractor must ensure timely service and courteous interaction with all personnel and guests, achieving 100% satisfaction in terms of meal quality, service timeliness, and staff professionalism.

4.3.3.3 Contractor shall provide food and/or catering services in accordance with AR 40–657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

4.3.4 BOX LUNCHES (INCORPORATED RESERVED) (ELIN AC05)

4.3.4.1 The contractor shall provide high-quality box lunch services to ensure the sustenance and morale of its personnel during various operations, training sessions, and events where traditional dining facilities are not feasible. The contractor is required to deliver nutritious, well-balanced, and diverse meal options that cater to a wide range of dietary needs and preferences, including but not limited to vegetarian, vegan, gluten-free, and halal options.

4.3.4.2 Each box lunch must include a main course, two sides, a dessert, and a beverage. Meals should be prepared using fresh ingredients to ensure quality and taste. The contractor must also provide the necessary silverware and condiments with each meal. Packaging should be secure, environmentally friendly, and easy to dispose of, ensuring meals are preserved in optimal condition until consumption.

4.3.4.3 The contractor is responsible for the timely preparation and delivery of box lunches to designated pick-up points as specified by the U.S. Government representative. Meals must be prepared under strict hygiene and safety standards, with adherence to food safety regulations. The contractor shall work closely with a DoD representative to schedule deliveries and adjust meal quantities based on operational requirements.

4.3.4.4 Contractor shall provide food and/or catering services in accordance with AR 40-657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

4.3.5 BERTHING BARGE SERVICES (INCORPORATED RESERVED) (ELIN AC06)

4.3.5.1 The contractor shall provide berthing barge or equivalent services to support a variety of military operations, trainings, and personnel accommodations. These services are vital for ensuring the readiness and well-being of DoD personnel, providing them with secure, comfortable, and fully functional living quarters during their deployment or missions. The contractor shall deliver top-notch services that encompass all aspects of maritime accommodations, including but not limited to, maintenance, safety, food services, and recreational facilities.

4.3.5.2 The contractor shall ensure that all accommodations are in compliance with safety and health regulations, providing round-the-clock security, and maintaining high standards of cleanliness and hygiene. The contractor shall ensure that the berthing barges and cruise ships are equipped with necessary life-saving and fire-fighting equipment, and that all staff are trained in emergency response procedures.

4.3.5.3 The contractor shall offer comprehensive food services that cater to the diverse dietary requirements of DoD personnel, ensuring meals are nutritious, well-prepared, and served in a timely manner. Recreational and welfare facilities shall be provided to support the morale and well-being of the personnel onboard.

4.3.5.4 Contractor shall provide food and/or catering services in accordance with AR 40-657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

SECTION 5 – MEDICAL SERVICES (SUBCLIN 0001AD)

5.1 The contractor shall provide non-personal health care services in permissive and semi-permissive/uncertain operational areas. As such, 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 U.S. Government and its employees.

5.2 OTHER MEDIAL SERVICES (ELIN AD01- AD9Z)

5.2.1 Other Medical Services may require services not established in the identified ELIN(s). Other Medical Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved

ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

5.2.1.1 Other Medical Services Incorporated Reserved ELIN(s) (ELIN AD01-AD05). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

5.2.1.2 Other Medical Services Non-Incorporated Reserved ELIN(s) (ELIN AD06-AD9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

5.2.2 ROLE 1 MEDICAL FACILITY (INCORPORATED RESERVED) (ELIN AD01)

5.2.2.1 The contractor shall operate a Role 1 medical facility that will provide clinical care delivered from an aid station. Service is provided by a physician assistant or nurse practitioner and will primarily provide first-aid, immediate lifesaving measures, triage, treatment, and evacuation. Secondly, it will also provide routine sick calls and limited primary care medical treatment. The purpose of a role 1 medical facility is to return to duty or to stabilize and evacuate to the next higher role medical treatment facility. It will not provide surgical or patient-holding capability.

5.2.3 ROLE 2 MEDICAL FACILITY (INCORPORATED RESERVED) (ELIN AD02)

5.2.3.1 The contractor shall operate a Role 2 medical facility that will provide basic primary care and Emergent Care in a clinical environment.

5.2.3 EMERGENT MEDEVAC (AIR AMBULANCE) (INCORPORATED RESERVED) (ELIN AD03)

5.2.3.1 Emergent MEDEVAC (air ambulance) is defined as medical evacuation following emergency services being provided to the patient; this is a separate and distinct requirement from the ambulance services. The contractor shall only provide emergent MEDEVAC support in permissive and semi-permissive security environments; the contractor will not enter areas of active combat when providing emergent MEDEVAC support.

5.2.3.2 The contractor shall coordinate response with accepting facility and accepting medical transport team; prepare patients in critical status for medical evacuation; coordinate transport of critically ill patients to the airfield; and assist with transfer of critical care patient to medical air evacuation transport provider (Ref ATP 4-02.2 when supporting tactical military operations).

5.2.4 MEDICAL LOGISTICS (INCORPORATED RESERVED) (ELIN AD04)

5.2.4.1 The contractor shall provide responsive medical logistics incidental to health care services in order to facilitate and sustain patient treatment. The contractor shall provide medical supply operations, optical fabrication and repair, contracting services, regulated medical or hazardous waste management and disposal, and production and distribution of medical gases. The Contractor shall manage class VIII supplies for all medical, dental, and veterinary services. The Contractor shall develop and maintain a temperature sensitive medical product (TSMP) and handling program. The contractor shall provide materiel management functions specific to Class VIII supplies to include inventory determination

and validation, inventory management, capability for, by exception, commercial purchases, warehousing, cataloging, prioritization for procurement, distribution, redistribution of excess, and retrograding of materiel. When provided by the U.S. Government, the contractor shall operate the DoD enterprise Medical logistics automated information systems (AISs) to include, but not limited to:

- 5.2.4.1.1 Defense Medical Logistics – Enterprise Solution (DML-ES)
- 5.2.4.1.2 Defense Medical Logistics Standard Support (DMLSS)
- 5.2.4.1.3 DMLSS Customer Assistance Module (DCAM)
- 5.2.4.1.4 Joint Medical Asset Repository (JMAR)
- 5.2.4.1.5 Patient Movement Items Tracking System (PMITS)
- 5.2.4.1.6 Purchase Request Web (PRWeb)
- 5.2.4.1.7 Defense Blood Bank System (DBBS)
- 5.2.4.1.8 Spectacle Request Transmission System (SRTS)
- 5.2.4.1.9 Theater Enterprise Wide Logistics Systems (TEWLS)
- 5.2.4.1.10 Legacy systems if still in use: medical supply (MEDSUP) module, Army Medical Department Property Accounting System (AMEDDPAS).

5.2.5 VETERINARY SERVICES (INCORPORATED RESERVED) (ELIN AD05)

5.2.5.1 The contractor shall provide animal medical care for military working dogs and other U.S. Government -owned animals (GOA). By exception, when identified as workload, the contractor shall provide animal medical care for privately owned animals (POA). By exception, when identified as workload, the contractor shall provide limited animal medical care for large animals under certain conditions of U.S. Government interest for stability tasks and defense support of civil authorities' tasks. The contractor shall provide veterinary services to include routine preventive care, animal wellness exams, vaccinations/immunizations, health screens, health certificates, non-emergent surgical care, general anesthesia for emergency medical procedures (such as bloat), ultrasound treatment, euthanization, and other authorized procedures IAW American Hospital Animal Association (AHAA), 7 USC 2131-2156, 10 USC 2583, AR 40-4, AR 40-68, AR 40-905, AR 190-12, and AR 40-657. The contractor shall also provide veterinary preventive medicine in order to reduce transmission of zoonotic diseases transmissible to man.

5.2.5.2 The contractor shall establish a veterinary patient holding capability for up to four large dogs.

5.2.5.3 Provide professional support for the care and disposition of animals impounded or quarantined IAW AHAA, 7 USC 2131-2156; 10 USC 2583; AR 40-4; AR 40-68; AR 40-905; AR 190-12; AR 40-657.

5.2.5.4 Maintain sanitary animal care conditions for humane practices IAW AHAA, 7 USC 2131-2156; 10 USC 2583; AR 40-4; AR 40-68; AR 40-905; AR 190-12; AR 40-657.

5.2.5.5 Maintain sanitary animal holding capacity; capacity to hold four large dogs.

5.2.5.6 Perform laboratory and diagnostic procedures such as routine hematological tests, urinalysis, fecal and heartworm tests IAW AHAA, AR 40-4; AR 40-68; AR 40-905; AR 190-12.

5.2.5.7 Investigate animal and zoonotic diseases and recommend measures for prevention and control IAW AR 40-905, Centers for Disease Control and Prevention for zoonotic and other vector borne diseases.

5.2.5.8 Evaluate animal disease infestations and infections IAW AHAA, 7 USC 2131-2156; 10 USC 2583, AR 40-4; AR 40-68; AR 40-905; AR 190-12; AR 40-657.

5.2.5.9 Control vectors capable of transmitting animal diseases and for disposal of dead animals found on the installation IAW AR 40-905.

5.2.5.10 Provide a rabies control program including development of procedures, registration of animals, immunizations, and public education IAW AR 40-905.

5.2.5.11 Provide active management of community animal population and surveillance of feral animals IAW AHAA, AR 40-4; AR 40-68; AR 40-905; and AR 190-12.

SECTION 6 – FORCE PROTECTION SERVICES (SUBCLIN 0001AE)

6.1 Only Authorized Ordering Officers are authorized to order FP services under this contract. If any other activity or individual (e.g., NCIS, DAO, etc.) attempts to order FP services, the contractor shall inform the authorized ordering officer immediately. All FP services shall comply with 32 Code of Federal Regulations (CFR) PART 159.

6.2 Contractors are responsible for providing and coordinating all aspects of FP planning and services with the requiring activity, Host Nation (HN) agencies, and U.S. Embassy security staff. Contractors are first required to coordinate with the assigned U.S. Embassy to verify what services shall be provided by the HN. For items not provided by HN, the contractor shall coordinate with the requiring activity to ensure that the services provided are available and scheduled to show up on time. The contractor shall follow the contract requirements in this FP section unless directed differently by the authorized ordering officer or Authorized Ordering Officer, either written or verbally.

6.3 Contractors are prohibited from providing any requested FP measures that are not included in this contract unless prior approval is obtained from the authorized ordering officer. The contractor must explain what the added FP service shall include and why it has been requested. authorized ordering officer will coordinate this requirement with the requiring activity's FP personnel. Once a final decision is reached, the authorized ordering officer will authorize or cancel the requirement.

6.4 Force Protection (FP) is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, aiming to improve security to personnel and requiring activity at the place of performance. Contractors are required to verify what services shall be provided by the host nation. Contractors are required to arrange the services that the host nation cannot provide, obtaining them from commercial sources. The contractor shall provide a fixed price for Force Protection.

6.5 The contractor shall protect requiring activity schedule information, both paper-based and electronic, from disclosure to individuals and the contractor that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering officer under the contract. This requirement shall be flowed down to all individuals and contractors that are directly involved or may be directly involved in providing service to the Navy under this contract. The contractor's written policy, which describes the measures in place to protect requiring activity schedule information, shall be provided within 30 days after the award of the contract.

6.6 Personnel providing force protection services must be responsive to instructions from the requiring activity. These instructions, however, do not constitute personal services. This does not authorize force protection personnel to violate any local regulations or local decrees. The equipment and material used for the force protection services

shall be inspected by the Requiring activity's Force Protection representative to ascertain that they meet force protection requirements.

6.7 Access Points: The contractor shall establish a single entry and exit point to the place of performance. Contractor shall coordinate access to the place of performance and requiring activity for their employees and subcontractor employees providing services to the requiring activity when requested by the requiring activity's representative.

6.8 Personnel Identification: The contractor shall positively identify all personnel before allowing access to the place of performance area and be able to identify personnel while they are working easily.

6.9 Background Checks: The contractor shall conduct security background checks on employees and subcontractor employees with local or national police departments or other U.S. Government organizations to the maximum extent allowed by local laws and regulations. Under no circumstances shall any services be substituted due to the inability to obtain background checks on employees and subcontractors. The U.S. Government reserves the right to inspect the results of security background checks for all persons allowed access to requiring activity or their personnel. The contractor shall not use employees if their background investigations indicate they may be a security risk to the requiring activity or requiring activity's personnel. The contractor shall issue photo identification badges to contractor/subcontractor personnel. Badges shall be standardized and have a passport-type photo, name of the company, individual's name, identification number, and date of birth. Personnel shall wear the badge so that it is visible at all times. The contractor shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples include similar T-shirts, trousers, or coveralls with company names printed on the clothing.

6.10 Access Lists: The contractor shall develop a daily list of authorized personnel, vehicles and requiring activity that may have access to the requiring activity area. This list shall be given to the requiring activity's FP officers, security guards, contractor employees, and subcontractor employees as required. For individuals, the list shall include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list shall include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For requiring activity, the list shall include the officer in charge, requiring activity name, type, color, time and duration of visit, and purpose of their work.

6.11 Inspections: The contractor shall inform the company and subcontracting contractor personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and requiring activity prior to entering the work area. Upon completion of the inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area, they must be re-inspected before re-entering the controlled area.

6.12 JERSEY-TYPE LAND SECURITY BARRIER (ELIN AE01)

6.12.1 Contractor shall provide concrete barriers or stone blocks and anti-vehicle metal barriers chained together and anchored in place. Concrete barriers shall be in accordance with ASTM C825-19.

6.12.2 The height of Jersey-Type Land Barriers shall be no less than 32".

6.12.3 The width of Jersey-Type Land Barriers shall be no less than 24".

6.12.4 ELIN AE01 Jersey-Type Land Barriers Unit of Issue is METER (MR).

6.13 JERSEY-TYPE WATER FILLED SECURITY BARRIER (ELIN AE02)

6.13.1 Contractor shall provide water filled barriers with similar stopping attributes as Jersey-Type Land Barriers. Unit Price shall include water.

6.13.2 The height of Jersey-Type Land Barriers shall be no less than 32".

6.13.3 The width of Jersey-Type Land Barriers shall be no less than 24".

6.13.4 ELIN AE02 Jersey-Type Water Filled Barriers Unit of Issue is METER (MR).

6.14 CONTAINER EXPRESS (CONEX) BOX BARRIERS (ELIN AE03)

6.14.1 Contractor shall provide CONEX Box Barriers that are free of any structural deficiencies or damage. Contractor shall ensure there are no piercing or holes providing access into CONEX Box Barriers.

6.14.2 The height of CONEX Box Barriers shall be no less than 8FT.

6.14.3 The width of CONEX Box Barriers shall be no less than 8FT.

6.14.4 ELIN AE03 CONEX Box Barriers Unit of Issue is METER (MR).

6.15 MODULAR BARRIER (ELIN AE04)

6.15.1 The Contractor shall provide a brand name or equivalent flexible earth-filled defensive barrier solution meeting the performance characteristics of the HESCO MIL barrier in accordance with the characteristics defined in FAR 52.211-6 Brand Name or Equal.

6.15.2 ELIN AE04 MODULAR BARRIER Unit of Measure is LINEAR INCH (LI).

6.16 METAL PEDESTRIAN CONTROL FENCE (ELIN AE05)

6.16.1 Metal Pedestrian Control Fences shall be secured in a way, as determined by the vendor, that they are sturdy enough to withstand wind and other inclement weather.

6.16.2 Metal Pedestrian Control Fences shall provide enough obstruction (netting or chain links) to ensure an individual is unable to access.

6.16.3 The height of Metal Pedestrian Control Fences shall be no less than 6FT.

6.16.4 ELIN AE05 Metal Pedestrian Control Fences unit of issue is METER (MR).

6.17 UNARMED SECURITY GUARDS (ELIN AE06)

6.17.1 Unarmed Security Guards to control vehicle and personnel access to place of performance. Unarmed Security Guards shall be English-speaking and equipped with their own handheld radio (not requiring activity's radio) to communicate with requiring activity. Duties and responsibilities shall be coordinated with the requiring activity upon arrival. Unarmed Security Guard Services shall not be ordered or provided where private security guards are contrary to law or regulation. The contractor shall provide security guards to the place of performance to ensure that only authorized personnel, vehicles, watercraft, and material are allowed into restricted areas. Contractor shall ensure guards are qualified and have all necessary equipment for them to provide their service. All guard services shall be performed within the parameters of local laws and regulations.

6.17.2 Unless otherwise directed after an exception to policy is sought and obtained, the contractor will not employ active or passive means of deadly force, or provide armed private security functions to fulfill non-combat requirements for security in contingency operations, humanitarian or peace operations, and other military operations or exercises. The contractor shall only install or emplace defensive systems that are non-lethal (lethal defined as designed to cause bodily harm, dismemberment, or death; i.e. minefields, military traps and snares, explosive devices, etc.).

6.17.2 Contractor shall coordinate with requiring activity FP personnel to establish Unarmed Security Guards rules of engagement.

6.17.3 Price is to be per guard per DAY (DY).

6.17.4 ELIN AE06 Unarmed Security Guards unit of issue is DAY (DY).

6.18 TRAINED WALK-THRU METAL DETECTOR OPERATOR (ELIN AE07)

6.18.1 Operators shall search individuals requested by requiring activity. Operators shall have proper authorization/certification to conduct searches and be in an official uniform. Operators shall have their own handheld radios to contact requiring activity or local authorities. Operators must speak English.

6.18.2 ELIN AE07 Trained Walk-Thru Metal Detector Operator Unit of Issue HOUR (HR).

6.19 WALK-THRU METAL DETECTOR (ELIN AE08)

6.19.1 Contractor shall provide walk-through (thru) metal detectors, similar to those used in commercial airports. Walk-thru metal detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.

6.19.2 ELIN AE08 Walk-Thru Metal Detector Unit of Issue is DAY (DY).

6.20 TRAINED WALK-THRU EXPLOSIVE DETECTOR OPERATOR (ELIN AE09)

6.20.1 Operators shall search non-US personnel and their vehicles. Operators must have proper authorization/certification to conduct searches and be in an official uniform. Operators must also have their own handheld radio to contact requiring activity or local authorities provided by contractor. Operators must speak English. Price is to be per hour per operator.

6.20.2 ELIN AE09 Trained Walk-Thru Explosive Detector Operator Unit of Issue is HOUR (HR).

6.21 WALK-THRU EXPLOSIVES DETECTOR (ELIN AE0A)

6.21.1 Contractor shall provide walk-through (thru) explosives detectors, similar to those used in commercial airports. Walk-thru explosives detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.

6.21.2 ELIN AE0A Walk-Thru Explosives Detector Unit of Issue is DAY (DY)

6.22 TRAINED X-RAY BAGGAGE SCANNING OPERATOR (ELIN AE0B)

6.22.1 Operators shall search non-US personnel baggage. Operators must have proper authorization/certification to conduct searches and be in an official uniform. Operators must also have their own handheld radio to contact requiring activity or local authorities provided by the contractor. Operators must speak English. Price is to be per hour per operator.

6.22.2 ELIN AE0B Trained X-Ray Baggage Scanning Operator Unit of Issue is HOUR (HR).

6.23 X-RAY BAGGAGE SCANNING MACHINE (ELIN AE0C)

6.23.1 Contractor shall provide X-ray baggage scanning machines, similar to those used in commercial airports. X-ray baggage scanning machines must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.

6.23.2 ELIN AE0C X-Ray Baggage Scanning Machine Unit of Issue is DAY (DY).

6.24 800 MHZ RADIO (ELIN AE0D)

6.24.1 Contractor shall provide 800 MHZ Radio must be in excellent condition, and battery operated, with extra batteries, battery chargers & adapters as required for standard U.S. two/three prong 110V power included (price per unit per day).

6.24.2 ELIN AE0D 800 MHZ Radio Unit of Issue is DAY (DY).

6.25 TIRE SHREDDING STRIPS (ELIN AE0E)

6.25.1 Contract shall provide tire shredding strips, equipped with metal spikes, to be placed across the entry to the place of performance (price per one strip per day). Tire shredding strips must be capable of disabling a vehicle when driven over the strips in the wrong direction. Strips must be at least one (1) meter in length.

6.25.2 ELIN AE0E Shredding Strips Unit of Issue is DAY (DY).

6.26 PORTABLE FLUORESCENT LIGHTING (ELIN AE0F)

6.26.1 Contractor shall provide portable fluorescent lighting capable of illuminating 50 meters x 50 meters area. The price is to be per portable unit, per day and unit price includes power for lighting device. Contractor is responsible to provide continuous power to power the lights throughout the Period of Performance. Lumen requirement, mounting options, and indoor/outdoor use shall be specified at the task order level.

6.26.2 ELIN AE0F Portable Fluorescent Lighting Unit of Issue is DAY (DY).

6.27 WEATHER RESISTANT GUARD SHACK (ELIN AE0G)

6.27.1 Contractor shall provide weather resistant guard shack capable of holding at least two (2) persons. Weather resistant guard shack shall be enclosed and shall have, at a minimum, one (1) door and one (1) window. The price is to be per unit per day.

6.27.2 ELIN AE0G Weather Resistant Guard Shack Unit of Issue is DAY (DY).

6.28 HANDHELD METAL DETECTOR (ELIN AE0H)

6.28.1 Contractor shall provide handheld metal detectors, similar to those used in commercial airports. Handheld metal detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.

6.28.2 ELIN AE0H Handheld Metal Detector Unit of Issue is DAY (DY).

6.29 HANDHELD EXPLOSIVE DETECTOR (ELIN AE0J)

6.29.1 Contractor shall provide handheld explosive detectors, similar to those used in commercial airports. Handheld explosive detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.

6.29.2 ELIN AE0J Handheld Explosive Detector Unit of Issue is DAY (DY).

6.30 BATTERY OPERATED BULLHORN (ELIN AE0K)

6.30.1 Contractor shall provide battery operated bullhorn with new batteries included for lease. The price is to be per unit per day.

6.30.2 ELIN AE0K Battery Operated Bullhorn Unit of Issue is DAY (DY).

6.31 STURDY TABLE & FOUR (4) FOLDING CHAIRS (ELIN AE0L)

6.31.1 Contractor shall provide sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four (4) folding chairs. The price is to be per unit per day.

6.31.2 ELIN AE0L Sturdy Table & Four (4) Folding Chairs Unit of Issue is DAY (DY).

6.32 TENT, CLOSED (ELIN AE0M)

6.32.1 Contractor shall provide tents or awnings to shelter personnel conducting inspections, to shelter a designated medical area, or to shelter for any other event. The tent or awning must be at least three (3) meters x three (3) meters. In addition, the tent or awning must be anchored down and strong enough to withstand inclement weather. The price is to be per unit per day.

6.32.2 ELIN AE0M Tent, Closed Unit of Issue is DAY (DY).

6.33 TENT OR AWNING, OPEN (ELIN AE0N)

6.33.1 Contractor shall provide tents or awnings to shelter personnel conducting inspections, to shelter a designated medical area, or to shelter for any other event. The tent or awning must be at least three (3) meters x three (3) meters. In addition, the tent or awning must be anchored down and strong enough to withstand inclement weather. The price is to be per unit per day.

6.33.2 ELIN AE0N Tent or Awning, Open Unit of Issue is DAY (DY).

6.34 UNDERCARRIAGE VEHICLE MIRROR (ELIN AE0P)

6.34.1 Contractor shall provide undercarriage vehicle mirror for force protection measures designed to see underneath body of a car. The price is to be per unit per day.

6.34.2 ELIN AE0P Undercarriage Vehicle Mirror Unit of Issue is DAY (DY).

6.35 MANUAL DROP ARM GATE (ELIN AE0Q)

6.35.1 The contractor shall provide a manual drop arm gate with cement blocks to hold down the arm base, which will be placed at the entry point to control entry and exit of vehicles to the place of performance. The price is to be per unit per day.

6.35.2 ELIN AE0Q Manual Drop Arm Gate Unit of Issue is DAY (DY).

6.36 GOLF CART (ELIN AE0R)

6.36.1 Contractor shall provide four (4) passenger capacity golf carts. Unit price shall include fuel.

6.36.2 ELIN AE0R Utility Cart Unit of Issue is DAY (DY).

6.37 LIGHTING CART (ELIN AE0S)

6.37.1 Contractor shall provide portable lighting cart between 7.5' to 12' in height. Portable lighting cart shall include two (2) 1000-watt metal halide lamp fixtures. The price of the lighting cart shall include power supply/fuel and operator for lighting cart.

6.37.2 ELIN AE0S Lighting Cart Unit of Issue is DAY (DY).

6.38 20-FT SECURITY TRAILER OFFICE (ELIN AE0T)

6.38.1 Contractor shall provide a 20-FT Security Trailer Office to include two (2) desks, 10 chairs, air conditioning, utilities and 20 110-220VAC US outlets with surge protection, and two entrances to support personnel inspections. Contractor shall provide a power source capable of supplying power to lighting and outlets. Outlets may be provided through power strip/board. US/local country outlets and miscellaneous portable electrical equipment (Metal detector machine, baggage scanner, radios, cell phones, etc.). The power source shall emit sound levels of less than 84 decibels.

6.38.2 ELIN AE0T 20-FT Security Trailer Office Unit of Issue is DAY (DY).

6.39 OTHER FORCE PROTECTION SERVICES (ELIN AE0U- AE9Z)

6.39.1 Other Force Protection Services may require services not established in the identified ELIN(s). Other Force Protection Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

6.39.1.1 Other Force Protection Services Incorporated Reserved ELIN(s).
Incorporated Reserved ELIN(s) have specific details or requirements already incorporated.
Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

6.39.1.2 Other Force Protection Services Non-Incorporated Reserved ELIN(s)
(ELIN AE0U- AE9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

SECTION 7 – COMMUNICATIONS SERVICES (SUBCLIN 0001AF)

7.1 LANDLINE USAGE, INSTALLATION, REMOVAL (ELIN AF01)

7.1.1 Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Unit Price shall include all usage charges to include long distance and international calls.

7.1.2 ELIN AF01 Landline, Installation, Removal Unit of Issue is DAY (DY).

7.2 CELLULAR PHONES (ELIN AF02)

7.2.1 Operational, charged cell phone kits (inclusive of phone, operation manual, SIM card, battery, chargers & adapters as required for standard U.S. three prong 110V power) shall be provided. Unit price shall be inclusive of

delivery and pick-up prior to requiring activity departure. Unit price shall include activation, auto roaming, unlimited long-distance calls, unlimited local calls, and unlimited data.

7.2.2 Contractor shall ensure all phones are factory reset upon completion of the period of performance.

7.2.3 ELIN AF02 Cellular Phones Unit of Issue is DAY (DY).

7.3 4G/5G SIM CARDS WITH PREPAID AIRTIME AND DATA (ELIN AF03)

7.3.1 4G/5G SIM cards with prepaid airtime and data shall be provided where the requiring activity or operating unit has mobile phones and desires only 4G/5G SIM cards for use in the specific place of performance. 4G/5G SIM cards shall include activation of the S4G/5G IM card. Unit price shall include activation, auto roaming, unlimited long-distance calls, unlimited local calls, and unlimited data.

7.3.2 ELIN AF03 4G/5G Sim Cards with Prepaid Airtime and Data Unit of Issue is Day (DY).

7.4 WIFI INTERNET CONNECTION (ELIN AF04)

7.4.1 Contractor shall provide pocket Wi-Fi or similar device rental units on a daily rate basis and charges shall be inclusive of delivery, battery charger, USB cable, and an operating manual/instruction, high download speed of up to 150Mbps, high upload speed of up to 50Mbps, unlimited data usage, ability to connect up to 10 devices to the Internet simultaneously, 3000mAh built-in battery for 8 to 10 hours of operating time, and maximum standby time of 500 hours.

7.4.2 ELIN AF04 WIFI Internet Connection Unit of Issue is DAY (DY).

7.5 OTHER COMMUNICATIONS SERVICES (ELIN AF05 - AF9Z)

7.5.1 Other Communication Services may require services not established in the identified ELIN(s). Other Force Protection Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

7.5.1.1 Other Force Protection Services Incorporated Reserved ELIN(s).
Incorporated Reserved ELIN(s) have specific details or requirements already incorporated.
Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement.

7.5.1.2 Other Force Protection Services Non-Incorporated Reserved ELIN(s)
(ELIN AF05 - AF9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

SECTION 8 – LOGISTICS AND TRANSPORTATION SERVICES (SUBCLIN 0001AG)

8.1 CARGO TRUCK (WITH OPERATOR) (ELIN AG01 – AG04)

8.1.1 Contractor shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and off-loading. The driver shall assist with loading

and offloading. For the mail, contractor shall provide daily mail pick-up and delivery service for the requiring activity. When necessary the requiring activity will provide military members to escort the mail. Contractor shall be responsible for security and prevent loss/damage/destruction of cargo and mail. U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is caused by the willful and wanton negligence of U.S. Government employee.

8.1.2 All drivers must be fully qualified and possess valid country specific driving licenses. Drivers shall be familiar with local area and conversant in English. In the event the driver is unable to speak English, contractor shall furnish an acceptable solution that shall be decided between the requiring activity, contractor, and authorized ordering officer, at no additional cost to the U.S. Government. An acceptable solution can be, but is not limited to, an English-speaking rider to serve as a translator in the vehicle which may require a larger vehicle than initially stated to satisfy the number of passengers required to be transported. All vehicles shall be registered, licensed and insured. No individual driver shall be required to drive more than twelve (12) hours straight or more than local labor laws restrict, whichever is lower. Drivers must not have been on-duty within the previous twelve (12) hours or less than local labor laws restrict, whichever is lower.

8.1.3 Contractor shall provide a Collision Damage Waiver (CDW) for all vehicles. The CDW shall waive the U.S. Government's (not the hired vehicle drivers) damage responsibility for all of the costs of damage to, loss or theft of, the vehicle or any part or accessory and related costs regardless of fault or negligence. If contractor provides CDW on behalf of rental agency, the U.S. Government shall be subject to the specific requirements of that rental agency's CDW.

8.1.4 The following ELINs are included:

ELIN AG01 CARGO VAN. Shall have a minimum capacity of 15 cubic meters (cm) and 1600 cc engine.

ELIN AG02 LIGHT DUTY TRUCK. Shall have a minimum payload capacity of ½ metric ton (MT) and 1600 cc engine.

ELIN AG03 COVERED TRUCK (10-15 FT). Shall be provide covered, lockable trucks with a driver to load/off load cargo.

ELIN AG04 FLATBED TRAILER TRUCK (40 ft.). Shall provide a flatbed trailer truck with a driver to load/off load cargo.

8.1.5 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.1.6 ELIN AG01- AG04 Covered Truck (with operator) unit issue of DAY (DY).

8.2 BUS SERVICES (ELIN AG05 – AG07)

8.2.1 All drivers must be fully qualified and possess valid country specific driving licenses. Drivers shall be familiar with local area and conversant in English. In the event the driver is unable to speak English, contractor shall furnish an acceptable solution that shall be decided between the requiring activity, contractor, and authorized ordering officer, at no additional cost to the U.S. Government. An acceptable solution can be, but is not limited to, an English-speaking rider to serve as a translator in the vehicle which may require a larger vehicle than initially stated to satisfy the number of passengers required to be transported. All vehicles shall be registered, licensed and insured. No individual driver shall be required to drive more than twelve (12) hours straight or more than local labor laws restrict, whichever is lower. Drivers must not have been on-duty within the previous twelve (12) hours or less than local labor laws restrict, whichever is lower.

8.2.2 Contractor shall provide a Collision Damage Waiver (CDW) for all vehicles. The CDW shall waive the U.S. Government's (not the hired vehicle drivers) damage responsibility for all of the costs of damage to, loss or theft of, the vehicle or any part or accessory and related costs regardless of fault or negligence. If contractor provides CDW on behalf of rental agency, the U.S. Government shall be subject to the specific requirements of that rental agency's CDW.

8.2.3 Contractor shall provide climate-controlled bus service capacity on an hourly rate basis. The hourly rate shall include: one (1) driver or operator, any additional helpers or personnel required by local authorities, tolls, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses.

8.2.4 Contractor shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter and shall be free of debris.

8.2.5 In the event of a bus breakdown, contractor shall provide within two (2) hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.

8.2.6 Any personal articles or items found on the bus after completion of each trip shall be turned over to the requiring activity's representative.

8.2.7 Contractor shall be responsible for ensuring that contractor and an authorized representative of the U.S. Government jointly inspect each bus before and after trips. The U.S. Government shall not consider any claim for damage to a bus which has not been inspected.

8.2.8 Substitution of Buses. If the type of bus ordered is unavailable and the bus has been ordered at least 24 hours in advance, contractor shall substitute a bus type equal to or better than the bus ordered at the price listed for the type of bus originally ordered. EXAMPLE: If two (2) 50 passenger buses are ordered but unavailable, contractor shall furnish a combination of passenger buses at the price listed for the 50 passenger buses originally ordered.

8.2.9 The following ELINs are included:

ELIN AG05: BUS-26 PASSENGER
ELIN AG06: BUS-40 PASSENGER
ELIN AG07: BUS-50 PASSENGER

8.2.10 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.2.11 ELIN AG05-AG07 Bus Services Unit of Issue is HOUR (HR).

8.3 VEHICLE RENTAL WITHOUT DRIVER (ELIN AG08- AG0N)

8.3.1 Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the representative of the requiring activities, the U.S. Government shall have the right to reject the vehicle for service performance. The contractor shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and returned at the end of the rental period by the contractor and an authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a vehicle that has not been inspected.

8.3.2 Contractor shall provide a Collision Damage Waiver (CDW) for all vehicles. The CDW shall waive the U.S. Government's (not the hired vehicle drivers) damage responsibility for all of the costs of damage to, loss or theft of, the vehicle or any part or accessory and related costs regardless of fault or negligence. If contractor provides CDW on behalf of rental agency, the U.S. Government shall be subject to the specific requirements of that rental agency's CDW.

8.3.3 If a vehicle is not operable when required under this contract, contractor shall provide, at no additional expense to the U.S. Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

8.3.4 Vehicle Specifications, Maintenance, and Malfunctions:

8.3.4.1 Contractor shall furnish air-conditioned vehicles not more than five (5) years old, in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack, and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full.

8.3.4.2 Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants, and other fluids such as windshield washer fluid, and shall be responsible for all emergency repairs and services.

8.3.4.3 Should any vehicle break down while in the U.S. Government's possession, contractor shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case, no more than two (2) hours after the breakdown is reported. The replacement shall take place either at the point of breakdown or at the contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the contractor's expense. In addition, contractor shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because contractor was unreachable.

8.3.4.4 Contractor shall obtain written acknowledgement of vehicle service by an authorized requiring activity representative. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is caused by the willful and wanton misconduct of the U.S. Government employee.

8.3.5 Substitution of Vehicles:

8.3.5.1 If contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered.

8.3.5.2 In the case of passenger or cargo vans, there shall be no substitution without the approval of the requiring activity's representative.

8.3.6 Driver's License. Vehicles shall be furnished to any official U.S. Government (military or civilian) driver who has attained the age of 18 years or the age required by the host nation, whichever is older, and possesses a valid driver's license for the host nation of the place of performance.

8.3.7 The contractor shall provide Global Positioning System (GPS) Unit installed in vehicle. GPS Unit shall be loaded with up-to-date maps of the local area.

8.3.8 Insurance and Liability. The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below:

8.3.8.1 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the willful and wanton misconduct of the U.S. Government employee causes the loss or damage.

8.3.8.2 Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless, U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of contractor, its subcontractor, its agents, or employees.

8.3.8.3 Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the

rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees, against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

8.3.8.4 Paragraph 7.3.8.3 shall not be construed as limiting contractor's liability to the amounts of the required minimum insurance coverage specified therein.

8.3.8.5 Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the authorized ordering officer, the U.S. Government shall have the right to reject the vehicle for performance of services. Contractor shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and return at the end of the rental period by contractor and an authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a vehicle which has not been inspected.

8.3.9 Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. Contractor shall notify the requiring activity's COR and authorized ordering officer of the infraction and amount cited as soon as the documentation concerning the violation is received by a U.S. Government employee.

8.3.10 Contractor shall return all items left in rental vehicles to the requiring activity's representative.

8.3.11 The following ELIN are included:

ELIN AG08: SEDAN WITHOUT DRIVER. Contractor shall provide a vehicle with 4 doors; 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

ELIN AG09: 7-PASSENGER VAN WITHOUT DRIVER. Contractor shall provide a vehicle with 7 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0A: 9-PASSENGER VAN WITHOUT DRIVER. The contractor shall provide a vehicle with 9 passenger capacity, air conditioning, and a minimum 2000 cc engine.

ELIN AG0B: 12-PASSENGER VAN WITHOUT DRIVER. Contractor shall provide a vehicle with 12 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0C: 15-PASSENGER VAN WITHOUT DRIVER. Contractor shall provide a vehicle with 15 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0D: SPORTS UTILITY, 4 WHEEL DRIVE WITHOUT DRIVER. Contractor shall provide a vehicle a Sports Utility Vehicle (SUV) 4-wheel drive vehicle shall have a minimum 4 passengers and a 1600cc engine. 4-wheel drive is a four-wheeled vehicle with a drive train that allows all four wheels to receive torque from the engine simultaneously.

ELIN AG0E: CARGO VAN WITHOUT DRIVER. Contractor shall provide a vehicle with a minimum capacity of 15 cubic meters (cm) and 1600 cc engine.

ELIN AG0F: LIGHT DUTY TRUCK WITHOUT DRIVER. Contractor shall provide a vehicle with a minimum payload capacity of ½ metric ton (MT) and 1600 cc engine

ELIN AG0G: COVERED TRUCK (10-15 FT) WITHOUT DRIVER. Contractor shall provide covered, lockable trucks.

ELIN AG0H: CARGO TRAILER AND SEMI-TRUCK (28 FT) WITHOUT DRIVER

ELIN AG0J: FLATBED TRAILER TRUCK (20 FT) WITHOUT DRIVER

ELIN AG0K: FLATBED TRAILER TRUCK (40 FT) WITHOUT DRIVER

ELIN AG0L: 5-TON STAKE TRUCK WITH HYDRAULIC LIFT WITHOUT DRIVER. Contractor shall provide 5-ton stake truck with hydraulic lift capability with dimensions to match the width of the cargo bed and the capacity for lifting 1,500 lbs. or more to facilitate the safe on load/offload of material or other means that shall work the same. Stake trucks are needed to carry tools and equipment to and from fleet landing and worksite.

ELIN AG0M: REEFER VAN WITHOUT DRIVER. Contractor shall provide a Reefer Van capable of storing fresh foods and vegetables and with frozen food capability. The Reefer Unit shall be at least 20 cubic feet in size or equivalent. Contractor shall ensure the equipment is serviceable and ready for use

upon delivery. Contractor shall ensure that one (1) or more Reefer units are delivered with a full tank of fuel. Contractor shall provide repair and/or replacement services for the equipment within 24 hours. Any repairs or replacements for the equipment not serviced within 24 hrs. shall not be charged to the U.S. Government. Contractor should provide a point of contact in case of emergency. Reefer shall contain a thermometer and shall be kept at a minimum temp of 10 °F (-12.22 °C) for Freezers and a maximum of 40 °F for reefers. Contractor should ensure the Refrigeration Unit is secured when not in use by the requiring activity.

ELIN AG0N: 75-TON SEMI-TRUCK WITHOUT DRIVER

8.3.12 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.3.13 ELIN AG08- AG0N Vehicle without Driver Unit of Issue is DAY (DY).

8.4 VEHICLE WITH DRIVER (ELIN AG0P – AG13)

8.4.1 Contractor shall provide vehicles with drivers. All drivers must be fully qualified and possess valid country specific driving licenses. Drivers shall be familiar with local area and conversant in English. In the event the driver is unable to speak English, contractor shall furnish an acceptable solution that shall be decided between the requiring activity, contractor, and authorized ordering officer, at no additional cost to the U.S. Government. An acceptable solution can be, but is not limited to an English-speaking rider in the vehicle which may require a larger vehicle than initially stated to satisfy the number of passengers required to be transported. All vehicles shall be registered, licensed and insured. Contractor are responsible for delivering all cargo and personnel to the correct location on schedule. No individual driver shall be required to drive more than twelve (12) hours straight or more than local labor laws restrict, whichever is lower. Drivers must not have been on-duty within the previous twelve (12) hours or less than local labor laws restrict, whichever is lower.

8.4.2 Contractor shall provide a Collision Damage Waiver (CDW) for all vehicles. The CDW shall waive the U.S. Government's (not the hired vehicle drivers) damage responsibility for all of the costs of damage to, loss or theft of, the vehicle or any part or accessory and related costs regardless of fault or negligence. If contractor provide CDW on behalf of rental agency, the U.S. Government shall be subject to the specific requirements of that rental agency's CDW.

8.4.3 Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the requiring activities' representative, the U.S. Government shall have the right to reject the vehicle for performance of services. Contractor shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and return at the end of the rental period by contractor and an authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a vehicle which has not been inspected.

8.4.4 Contractor shall provide Global Positioning System (GPS) Unit installed in vehicle. GPS Unit shall be loaded with up-to-date maps of the local area.

8.4.5 If a vehicle is not operable when required under this contract, contractor shall provide, at no additional expense to the Government, a replacement vehicle within two (2) hours that complies in all respects with this contract.

8.4.6 Vehicle Specifications, Maintenance, and Malfunctions:

8.4.6.1 Contractor shall furnish air-conditioned vehicles not more than five (5) years old, in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack, and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full.

8.4.6.2 Contractor shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants, and other fluids such as windshield washer fluid, and shall be responsible for all emergency repairs and services.

8.4.6.3 Should any vehicle break down while in the U.S. Government's possession, contractor shall replace it with another vehicle of the same or larger size as quickly as possible, no more than two (2) hours after the breakdown is reported. The replacement shall take place either at the point of breakdown or at contractor's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at contractor's expense. In addition, contractor shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because contractor was unreachable.

8.4.6.4 Contractor shall obtain written acknowledgement of vehicle service by an authorized requiring activity representative. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is caused by the willful and wanton misconduct of the U.S. Government employee.

8.4.7 Substitution of Vehicles:

8.4.7.1 If contractor does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, contractor shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered.

8.4.7.2 In the case of passenger or cargo vans, there shall be no substitution without the approval of the requiring activity's representative.

8.4.8 Insurance and Liability. The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below:

8.4.8.1 The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton misconduct of the U.S. Government employee.

8.4.8.2 Contractor and any Subcontractor shall be liable for, and shall indemnify and hold harmless, the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of contractor, its subcontractor, its agents, or employees.

8.4.8.3 Contractor shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. Contractor shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees, against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.

8.4.8.4 Paragraph 7.4.8.3 shall not be construed as limiting contractor's liability to the amounts of the required minimum insurance coverage specified therein.

8.4.8.5 Contractor shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the authorized ordering officer, the U.S. Government shall have the right to reject the vehicle for performance of services. Contractor shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and return at the end of the rental period by contractor and an

authorized representative of the U.S. Government. The U.S. Government shall not consider any claim for damage to a vehicle which has not been inspected.

8.4.9 Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations.

8.4.10 Contractor shall return all items left in rental vehicles to the requiring activity's representative.

8.4.11 The following ELIN are included:

ELIN AG0P: SEDAN WITH DRIVER. Contractor shall provide a vehicle with 4 doors; 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.

ELIN AG0Q: 7-PASSENGER VAN WITH DRIVER. Contractor shall provide a vehicle with 7 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0R: 9-PASSENGER VAN WITH DRIVER. Contractor shall provide a vehicle with 9 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0S: 12-PASSENGER VAN WITH DRIVER. Contractor shall provide a vehicle with 12 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0T: 15-PASSENGER VAN WITH DRIVER. Contractor shall provide a vehicle with 15 passenger capacity; air conditioning; minimum 2000 cc engine.

ELIN AG0U: SPORTS UTILITY, 4 WHEEL DRIVE WITH DRIVER. Contractor shall provide a vehicle a Sports Utility Vehicle (SUV) 4-wheel drive vehicle shall have a minimum 4 passengers and a 1600cc engine. 4-wheel drive is a four-wheeled vehicle with a drive train that allows all four wheels to receive torque from the engine simultaneously.

ELIN AG0V: CARGO VAN WITH DRIVER. Contractor shall provide a vehicle with a minimum capacity of 15 cubic meters (cm) and 1600 cc engine.

ELIN AG0W: LIGHT DUTY TRUCK WITH DRIVER. Contractor shall provide a vehicle with a minimum payload capacity of ½ metric ton (MT) and 1600 cc engine

ELIN AG0X: COVERED TRUCK (10-15 FT) WITH DRIVER. Contractor shall provide covered, lockable trucks.

ELIN AG0Y: CARGO TRAILER AND SEMI-TRUCK (28 FT) WITHOUT DRIVER

ELIN AG0Z: FLATBED TRAILER TRUCK (20 FT) WITH DRIVER

ELIN AG10: FLATBED TRAILER TRUCK (40 FT) WITH DRIVER

ELIN AG11: 5-TON STAKE TRUCK WITH HYDRAULIC LIFT WITH DRIVER. Contractor shall provide 5-ton stake truck with hydraulic lift capability with dimensions to match the width of the cargo bed and the capacity for lifting 1,500 lbs. or more to facilitate the safe on load/offload of material or other means that shall work the same. Stake trucks are needed to carry tools and equipment to and from fleet landing and worksite.

ELIN AG12: REEFER VAN WITH DRIVER. Contractor shall provide a Reefer Van capable of storing fresh foods and vegetables and with frozen food capability. The Reefer Unit shall be at least 20 cubic feet in size or equivalent. Contractor shall ensure the equipment is serviceable and ready for use upon delivery. Contractor shall ensure that one (1) or more Reefer units are delivered with a full tank of fuel. Contractor shall provide repair and/or replacement services for the equipment within 24 hours. Any repairs or replacements for the equipment not serviced within 24 hrs. shall not be charged to the U.S. Government. Contractor should provide a point of contact in case of emergency. Reefer shall contain a thermometer and shall be kept at a minimum temp of 10 °F (-12.22 °C) for Freezers and a maximum of 40 °F for reefers. Contractor should ensure the Refrigeration Unit is secured when not in use by the requiring activity.

ELIN AG13: 75-TON SEMI-TRUCK WITH DRIVER

8.2.1 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.4.12 ELIN AG0P – AG13 Vehicle with Driver Unit of Issue is DAY (DY)

8.5 AIRPORT TRANSFERS (ELIN AG14)

8.5.1 In ports where distance from airport to place of performance is 200 kilometers (124 miles) or less, contractor shall provide one-way transfer vehicles with drivers to transfer personnel between a designated airport pick-up point and a specified destination (requiring activity or hotel accommodations if requiring activity is not yet in port/at anchorage). Price is to be per each one-way transfer of 200 kilometers (124 miles) or less for up to 15 people per trip. The price shall be adjusted at the RTOP level if the number of people is less or more during the RTOP level between contractor and authorized ordering officer.

8.5.2 Contractor shall obtain written acknowledgement by an authorized requiring activity representative of all one-way transportation service and the number of personnel requiring airport transfer.

8.5.3 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.5.4 ELIN AG14 Airport Transfers Unit of Issue is JOB (JB).

8.6 PERSONNEL LOGISTIC MOVEMENT SUPPORT (PLMS) FEE (ELIN AG15)

8.6.1 Certain task orders shall require contractor to facilitate/arrange transportation, lodging, and customs services for U.S. Government employees/military personnel who are being transferred to or from a requiring activity at a particular task order. The transportation, lodging, and customs services shall be to/from an entry point into the country and the place of performance where the requiring activity shall visit or is currently visiting.

8.6.2 These services may consist of the following:

8.6.2.1 Taxi/shuttle services to/from the afloat unit or local lodging accommodations ashore.

8.6.2.2 Inbound/outbound customs/visa stamps as necessary for entries/departures.

8.6.2.3 Daily lodging – if daily lodging is required, the room rates and specifications must be in accordance with the Joint Travel Regulation (JTR) and shall not exceed the per diem rates specified therein for the particular location. Lodging shall:

1. Be clean and safe, at hotels within walking distance or close driving distance from the place of performance /airport;
2. Not be located in a restricted area; and
3. Meet the embassy approved force protection requirements.

8.6.3 Further requirements may be imposed, if necessary, to meet U.S. Government personnel safety and security requirements.

8.6.4 Contractor are responsible to contact the U.S. Embassy, Attaché, or other appropriate U.S. office available within the specified location to get the listing for the restricted areas and the approved FP requirements.

8.6.5 The need for these services will be identified at the time the RTOP is issued to the maximum extent practicable and contractor are not to propose prices for the actual services, only the PLMS fee from ELIN XX7N based on the number of days identified in the RTOP, regardless of the number of travelers.

When a PLMS requirement is identified after a contractor task order has been issued; contractor, Requiring activity Master, and/or requiring activity's COR must coordinate with the authorized ordering officer to modify the task order to include the PLMS fee.

8.6.6 Once the contractor for the task order has been identified, the specific traveler information/itinerary will be provided to contractor to begin arranging services.

8.6.7 Unit price shall be inclusive of all vehicle access to the place of performance, all mileage, all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, fuel, tolls, parking fees, all other operating expenses, and all other incidentals.

8.6.8 ELIN AG15 Personnel Logistics Movement Support (PLMS) Fee Unit of Issue is EACH (EA).

8.7 WAREHOUSE (ELIN AG16-AG18)

8.7.1 Contractor shall provide a warehouse for storage. Warehouse shall be within a 5-10 mile radius of the location specified in RTOP. The facility shall be at least 12'x 12' / 3.5m x 3.5m (or equivalent) and be access controlled. The warehouse space shall be suitable for the temporary storage of hazardous material (HAZMAT). The warehouse shall be temperature controlled. The HAZMAT may include paint, lube oil, or other flammable substances. The warehouse does not need any special racks or storage compartments built in.

8.7.2 The following ELINs are included:

ELIN AG16: GENERAL WAREHOUSE
ELIN AG17: HAZMAT WAREHOUSE
ELIN AG18: PORTABLE WAREHOUSE

8.7.3 ELIN AG16-AG18 Warehouse Unit of Issue is DAY (DY)

8.8 POSTAGE UP TO 50 LBS (ELIN AG19 – AG1D)

8.8.1 If the package cannot be delivered, the contractor shall forward the package to a location designated by the requiring activity. Contractor shall store the package so that it shall not be damaged and forward to the location directed by the requiring activity. Postage for package forwarding shall be charged by weight as outlined in ELINs XXD9 – XXDD. The price is to be per pound.

8.8.2 The following ELINs are included:

ELIN AG19: POSTAGE 0-5 LBS
ELIN AG1A: POSTAGE 6-10 LBS
ELIN AG1B: POSTAGE 11-15 LBS
ELIN AG1C: POSTAGE 16-25 LBS
ELIN AG1D: POSTAGE 26-50 LBS

8.8.3 ELIN AG19 – AG1D Postage Up to 50 LBS Unit of Issue is Pounds (LB)

8.9 LOADING/UNLOADING AREA (ELIN AG1E)

8.9.1 The loading/unloading area is where the airport shall allow the safe loading/unloading of the aircraft. The expected location is on the flight line of the airport provided in RTOP. U.S. Government personnel shall need access to this area when cargo is being loaded/unloaded.

8.9.2 ELIN AG1E Loading/Unloading Area Unit of Issue is DAY (DY).

8.10 CUSTOMS DUTY/CLEARANCE - BILL OF LADING (ELIN AG1F)

8.10.1 Contractor shall receive the package for the requiring activity and clear it through customs when the requiring activity has arrived and berthed or anchored in the respective port. Any damages shall be reported to the requiring activity prior to acceptance.

8.10.2 Each Bill of Lading shall be separated.

8.10.3 ELIN AG1F Customs Duty/Clearance – Bill of Lading Unit of Issue is EACH (EA).

8.11 LOGISTICS SUPPORT TO GOVERNMENT TEAMS (ELIN AG1G)

8.11.1 Contractor shall provide logistics support during the requiring activity's visits to a place of performance. Government teams may conduct surveys in a variety of ports in the area of responsibility. U.S. Government may require the assistance of contractor in the ports to be surveyed. Contractor assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials and support Contractor, and coordinating necessary translation services for the team.

8.11.2 ELIN AG1G Logistics Support to Support Teams Unit of Issue is LOT (LT).

8.12 WATER FERRY/TAXI SERVICES (ELIN AG1H– AG1N)

8.12.1 The Contractor shall provide water taxis to transfer personnel from one location to another, pursuant to local procedures and ordinances. Location(s) will be provided at the RTOP level. At the commencement of service, the contractor will be required to advise the requiring activity of scheduled breaks and any changes to the taxi service schedule. Except during inclement weather, water taxi service shall be continuous.

8.12.2 The hourly rate shall include a qualified driver and an operator, any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime and other operating expenses. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the requiring activity. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection.

8.12.3 If contractor cannot provide the size of water taxi ordered, contractor shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered at no additional cost to the U.S. Government.

8.12.4 The contractor shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations. The contractor shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable local laws and regulations. Apart from compliance with local laws and regulations, contractor shall meet all additional requirements as set forth in the RTOP.

8.12.5 The following ELINs are included:

ELIN AG1H: WATER TAXI, MINIMUM 10 PERSON
ELIN AG1J: WATER TAXI MINIMUM 36 PERSON
ELIN AG1K: WATER TAXI MINIMUM 75 PERSON
ELIN AG1L: WATER TAXI MINIMUM 125 PERSON
ELIN AG1M: WATER TAXI MINIMUM 250 PERSON
ELIN AG1N: WATER TAXI MINIMUM 500 PERSON

8.12.6 ELIN AG1H– AG1N Water Ferry/Taxi Services Unit of Issue is HOUR (HR).

8.13 OTHER LOGISTICS AND TRANSPORTATION SERVICES (RESERVED ELIN AG1P-AG9Z)

8.13.1 Other Logistics and Transportation Services may require services not established in the identified ELIN(s). Other Logistics and Transportation Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

8.13.1.1 Other Logistics and Transportation Services Services Incorporated Reserved ELIN(s) (ELIN AG1P-AG1W). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

8.13.1.2 Other Logistics and Transportation Services Non-Incorporated Reserved ELIN(s) (ELIN AG1X- AG9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

8.13.2 AGRICULTURAL CLEANING (INCORPORATED RESERVED) (ELIN AG1P)

8.13.2.1 The contractor shall ensure cleaning/disinfecting facilities and sterile storage areas are fully mission capable and available for inspection by the theater, host nation (when required), and customs & border clearance agent (CBCA) or customs and border patrol agent (CBPA) prior to start of operations. The contractor shall operate cleaning/disinfecting facilities and sterile storage areas, and provide materials and labor necessary to ensure U.S. Government vehicles, equipment, containers, supplies (including ordnance), packing material, personal effects, and APO/FPO mail are free of prohibited and restricted plants, animals, and plant/animal products when returned to the United States. The contractor shall take the corrective actions required by the CBCA or the CBPA, and/or modify procedures during cleaning/disinfecting operations in order for the items to pass inspection (when directed by the appropriate contracting authority either verbally or in writing). The contractor shall ensure the commodities or equipment that have been inspected and approved for return to the United States by the CBCA or the CBPA are stored in a sterile area, and in such a manner as to prevent re-infestation by pests or contaminants prior to onward movement. The COR or contracting officer will provide the contractor a piece production rate, a fixed schedule, or a suspense to complete agricultural cleaning, a minimum of 15-30 days prior to start of operations.

8.13.2.2 The contractor shall clean and disinfect materiel and equipment, and maintain a sterile environment post-cleaning, IAW DTR 4500.9-R, Defense Transportation Regulation – Part V, Department of Defense Customs and Border Clearance Policies and Procedures.

8.13.2.3 The contractor shall conduct agricultural cleaning operations and manage waste IAW applicable host nation environmental laws, or US environmental standards when no host nation laws exist.

8.13.2.4 The contractor shall obtain approval and/or certification from the theater, host nation (when required), and CBCA or CBPA to fully operate cleaning/disinfecting facilities and sterile storage areas by the suspense provided by the COR or contracting officer. The contractor shall notify the COR or contracting officer in writing within 24 hours of any issue beyond the contractor's control that will cause the contractor to miss the suspense.

8.13.3 PRATIQUE AGRICULTURAL (INCORPORATED RESERVED) (ELIN AG1Q)

8.13.3.1 Contractor shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.

8.13.4 AIR TRANSPORT (INCORPORATED RESERVED) (ELIN AG1R)

8.13.4.1 The contractor shall provide air transportation to move and transfer personnel, and cargo by rotary wing, fixed wing, or unmanned aerial systems by executing programmed or immediate movement orders from the movement control element. Aircraft operators and crew shall possess any required international, national, or local documentation, certifications, and licenses required to legally operate the aircraft they are assigned. The contractor shall operate in accordance with 14 CFR Part 135 Air Carrier and Operator Certification; DoDI4500.53 DoD Commercial Air Transportation Quality and Safety Review Program; and AR 95-20 (DCMA INST 8210.1C) Contractor's Flight And Ground Operations when transporting personnel by air. The contractor will adhere to all policies US, US State, international, HN, USTRANSCOM, and Theater Command regulatory standards governing flight and airfield ground operations safety laws, regulations, policies and procedures. The contractor shall adhere to all DoD policy and safety regulations when moving passengers. When access is provided by the US Government, the contractor shall use DoD AIS to assist in management and visibility of passengers and cargo moving with DTS air assets (currently Global Air Transportation Execution System (GATES)).

8.13.5 TUG SERVICES (INCORPORATED RESERVED) (ELIN AG1S)

8.13.5.1 Contractor shall arrange Tug Services as requested in RTOP. Contractor shall coordinate with the Tug Services as necessary to ensure that the services are available as required and at the times requested. Tugs shall be properly fendered.

8.13.6 TUG/TOW BOATS (INCORPORATED RESERVED) (ELIN AG1T)

8.13.6.1 Vessel with sufficient bollard pull capable of towing 300-1200 sq. /m, and or weighing up to 200 tons of varying configurations.

8.13.6.2 The contractor shall provide rental of tugboats, towboats, and tender vessels, with or without operators as determined by the customer.

8.13.7 BARGES AND LIGHTERS CARGO PURPOSES (INCORPORATED RESERVED) (ELIN AG1U)

8.13.7.1 The contractor shall provide 300-1200 sq. /m Barge vessel variations including but not limited to: Front Loading Ramp, Beach Landing Capability, Ship to Shore, Shore to Shore, Flat Bottom, etc.

8.13.7.2 The contractor shall provide rental of Car Floats and other Transportation Barges, Depot Barges, and Scows, with or without operators as determined on RTOP solicitation and task order.

8.13.8 BARGE (INCORPORATED RESERVED) (ELIN AG1V)

8.13.8.1 The Contractor shall furnish barges as specified at the RTOP level and shall furnish all labor, materials, equipment, transportation, supervision and incidental or related work and services necessary to provide a barge (also referred to as a floating pier, a jetty or platform pontoon or dock).

8.13.8.2 The Contractor may be required to use barge to transport U.S. Government property from one location to another. Additional information shall be provided at the RTOP level.

8.13.9 PHOTO/MAP/PRINT/PUBLICATION SERVICES (INCORPORATED RESERVED) (ELIN AG1W)

8.13.9.1 The contractor shall provide mass printing services as needed in austere/forward locations.

SECTION 9 - OTHER SERVICES (SUBCLIN 0001AH)

9.1 Authorized ordering officer may request items or services that are categorized other services that are not separately identified or priced in this PWS, for example Stevedore or temporary janitorial support services. In these instances, the RTOP shall detail the items/services, together with the required quantities, such as hour (HR), day (DY), or each (EA), and units of issue. The contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

9.2.1 Other Services may require services not established in the identified ELIN(s). Other Services places of performance may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

9.2.1.1 Other Services Incorporated Reserved ELIN(s) (ELIN AH01). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

9.2.1.2 Other Services Non-Incorporated Reserved ELIN(s) (ELIN AH02- AH9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

9.3.1 TEMPORARY STAGING FACILITIES (INCORPORATED RESERVED) (ELIN AH01)

1.0. Objective

The objective of this contract is to obtain all infrastructure, including temporary housing structures, physical plant, staffing, resources, services, and supplies necessary to house aliens in the custody of U.S. Immigration and Customs Enforcement (ICE) in a safe and secure environment to effectuate their removal from the United States.

1.1. Background And Mission

ICE is establishing a staging location at Fort Bliss located in El Paso County, Texas to house and supervise aliens pending their removal from the United States. ICE is responsible for the detention, health, welfare, and transportation of aliens in removal proceedings, and those subject to a final order of removal from the U.S.

The mission of ICE's Enforcement and Removal Operations (ERO) is to identify, arrest, detain and remove aliens who present a danger to national security or are a risk to public safety, as well as those who enter the U.S. illegally or otherwise undermine the integrity of immigration laws and border control efforts.

1.2. Scope Of Work

The contractor shall design, erect, operate, and maintain all infrastructure including physical plant, temporary buildings, staffing, services, and supplies necessary to house and supervise aliens in a safe and secure environment. Structures shall consist of soft-sided, semi-rigid, and rigid construction materials appropriate for their intended purpose. The contractor will install and ensure proper function of all utilities ((electricity, water, waste management, heating, ventilation, and air conditioning (HVAC), telecommunications, internet and cable (as appropriate)) to operate the facility. All erected housing structures will allow for physical security, separation of detainees by classification levels and sex, and support the good order and operation of the facility. The contractor will house and supervise aliens on a 24- hour basis in accordance with ICE detention standards. The facility will be used for short-term detention (~2 weeks) of single adult populations (male and female) of all housing classifications (low, medium-low, medium-high and high-level security) in preparation for their removal from the United States or for transfer to a long-term ICE detention facility.

The contractor will develop a detailed, itemized schedule to bring an initial 1,000 beds online and increase in increments of 250 beds until full capacity of 5,000 beds is achieved. The contractor shall design and recommend a housing configuration that promotes safety and security and aligns with ICE detention standards and policies regarding housing detainees by classification and sex.

The contractor will develop and deliver to ICE a detailed mobilization and demobilization plan documenting all activities necessary to bring beds online and ramp down the facility to full demobilization upon direction of ICE. Once demobilized, the contractor shall return the government identified site to its original condition. The facility design shall include intake, in-and-out processing areas, security and command areas, administrative areas for ICE and other government entities (USCIS, EOIR), detainee housing areas including private showers and restrooms (where practicable), kitchen, separate staff and detainee dining areas (cafeteria style meal service or satellite feeding is acceptable), detainee medical care areas, restrictive housing units, access to recreation areas, access to religious services, a law library, and a visitation area including private areas for attorney-client visits with video teleconferencing capabilities. The contractor will provide secure phone and internet infrastructure (wired and/or wireless network access). In operating the facility, the contractor shall ensure ready access to emergency services (medical, fire protection, law enforcement, etc.) and access to ground and air support services for transportation requirements. The contractor shall provide detainees with clothing in accordance with ICE detention standards.

Detention infrastructure and services shall conform to the most current version of the ICE National Detention Standards (NDS) 2019 or any modified version published by ICE. The current version is available at <https://www.ice.gov/detain/detention-management/2019>. The contractor shall also abide by the March 7, 2014, DHS regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at <https://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>.

The contractor shall furnish all personnel, management, equipment, supplies, training, certification, accreditation, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the infrastructure and services outlined in this contract. The contractor will provide for the secure custody, care, and safekeeping of detainees in accordance with applicable state and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

Detainees are classified as High (Level 3), Medium-High (Level 2), Medium-Low (Level 1.5) or Low- Risk (Level 1). Upon discovery that a detainee may be under 18 years of age, the contractor shall immediately notify the ICE contracting officer's representative (COR) and follow the instructions of the COR. The contractor shall not house any non-ICE population at the facility without the expressed prior written approval of the ICE contracting officer (CO).

The contractor shall enforce disciplinary actions against any detainee who does not comply with the facility rules and procedures in accordance with applicable ICE detention standards and applicable ICE policy. In cases where there is a conflict in requirements, the most stringent shall apply. If the contractor is unable to determine which standard is more stringent, the COR shall determine the appropriate requirement. The COR does not have the authority to modify the stated terms of the contract or approve any action that would result in additional charges to the government beyond what is stated in the contract line-item number schedule. The CO shall execute all modifications in writing.

The contractor does not have a right of refusal and shall take all referrals from ICE. Exceptions may be allowed as determined by the COR or ICE designated official; for example: arriving detainees found to have a medical condition that requires medical care beyond the scope of the contractor's health care provider. Should an existing detainee develop a medical condition that requires medical care beyond the scope of the contractor's health care provider, the contractor shall notify ICE and request the detainee's transfer from the facility. The contractor shall permit ICE reasonable time to make alternative arrangements for these detainees.

DHS, ICE, federal entities, and third-party inspectors will conduct scheduled performance audits and inspections to ensure contract compliance. Inspectors shall have full access to the facility, detainees, staff, and all areas of performance. The contractor shall provide full and complete cooperation for all requests related to detention oversight or investigation conducted by the government or third-party inspectors on behalf of the government.

1.3. Facility

1.3.1. Housing Areas

Throughout the term of the contract, the contractor shall maintain current permits/business licenses

and make copies available for government inspection. The contractor shall comply with all applicable federal, state, and local laws and regulations, and all applicable Occupational Safety and Health Administration (OSHA) standards. ICE will review and approve all design documents and conduct final inspections of the facility before occupancy. The facility will not accept detainees nor bill for services prior to obtaining ICE facility occupancy approval.

The facility must ensure enhanced physical security sufficient to safely and securely house detained aliens of differing custody classifications and sex, including accounting for means to prevent escape attempts, attempts to access staff areas or other restricted-access areas, and attempts to access areas housing populations that could pose safety risks (e.g., members of the opposite sex, rival gangs, populations of any classification prohibited by prevailing policy, etc.). The facility design must allow for adequate surveillance by staff. Though the contractor is permitted to house detainees in a soft-sided structure, internal configurations of any structure must provide physical security and appropriate housing for detainees based on classification levels and sex. Internal walls shall be constructed with semi-rigid or rigid materials that promote physical security and safety of detainees. As detainees are expected to be housed at the facility for up to two weeks, all housing areas must be furnished with a bed for each alien and housing areas will include toileting and showering facilities and an appropriate amount of alternative seating. All furnishings shall be appropriate for the setting and support the safety and good order of the facility.

The contractor shall provide lighting enough to illuminate interior facility spaces and exterior secure perimeters, subject to ICE approval. Fire alarm systems and equipment shall be operated, inspected, maintained, and tested in accordance with the prevailing edition of the applicable national electrical code and life safety codes and in compliance with the ICE 2019 National Detention Standards. In the event of any physical damage to the facility, it shall be the responsibility of the contractor to repair damage, to rebuild, or restore the facility. The contractor shall provide sufficient electricity and supply clean drinking water into the facility and manage timely and safe removal

of waste and garbage. The facility shall maintain an emergency response plan to ensure continued operations when faced with power outages, weather events and other unexpected events.

ICE will review and approve all design documents and conduct final inspections of the facility before occupancy.

1.3.2. Business Permits and Licenses

Throughout the term of this contract, the contractor shall maintain current permits/business licenses and make copies available for government inspection. The contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

ICE will review and approve all design documents and conduct final inspections of the facility before occupancy.

1.3.3. Administrative Space

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/video tele-conference (VTC) connections. VTC connections shall use a primary rate interface T1 connection, at a minimum. The ICE administrative space shall be clean, free from mold, climate controlled, with an individually controllable HVAC thermostat. The contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE administrative space. The contractor will provide appropriate climate- controlled space for ICE to provide and install IT equipment for ICE administrative spaces. Dedicated space for virtual courtrooms and accompanying office and support space. Each courtroom shall have the capability to hold video tele-conferencing court.

1.4. Transportation Services

All contractor transportation staff shall comply with the security requirements required by the Department of Defense at Fort Bliss. The contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official. When transportation staff are not providing transportation services, the contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these staff is transportation. The contractor shall assign, at a minimum, two-person transportation teams available 24-hours, seven days a week, including weekends and holidays. When transporting detainees of the opposite sex, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival at their destination. Only in emergency situations may a single transportation staff member transport a single alien if the staff member is of the same sex as the alien. Further, if there is an expectation that a pat search will occur during transport, an assigned transportation staff member of the same sex as the detainee(s) must be present to conduct the pat search.

The contractor shall comply with all federal and state laws regarding inspections, licensing, and registration for all vehicles used for transportation. The contractor shall provide fully operational radios to each contract staff (including relief staff). The contractor shall maintain a serviceable, in stock, back up quantity of radios that are adequate for all staff and enough to cover backup staff and/or repairs and downtime. Additionally, the contractor will have staff to monitor the radio traffic in real time and take appropriate action when needed. The contractor shall, upon order of the COR, or upon a decision in an urgent medical situation, transport a detainee to the hospital. Contract staff shall keep the detainee under constant supervision 24 hours per day until the detainee is released from the hospital, or at the order of the COR. The contractor shall transport the detainee back to the detention facility upon hospital release.

1.5. Security

The contractor shall provide guard services throughout the facility including staff assigned to standing posts as well as roving security personnel both inside and outside the secure perimeter. ICE will approve all standing posts plans prior to detainee occupancy. The contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Such assignments may also include but are not limited to detainee medical appointments. During such appointments, the detainee shall be kept under constant supervision. All remote posts require on-call guard services of at least one guard that is of the same sex as the alien.

Additional officers for each post may be required at the direction of the COR. All meals shall be provided by the contractor when the detainee(s) is at the appointment and/or are in the custody of the contractor. The contractor is responsible for providing security and preventing escapes.

1.6. Notification and Public Disclosures

There shall be no public disclosure regarding this contract made by the contractor (or any subcontractors) without review and approval of such disclosure by the ICE Office of Public Affairs. The government considers such information privileged or confidential. The contractor shall notify the COR when a member of the U.S. Congress or any media outlet requests information or makes a request to visit the facility. The contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:

<http://www.ice.gov/about/news/contact.html>.

The contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the U.S. government in any public

presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

1.7. Records, Visits and Disclaimers

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. The contractor shall, upon completion or termination of the contract, transmit to the government any records related to performance of the contract, in a format acceptable to the CO. The contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, U.S. Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, U.S. Code.

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The contractor shall be responsible for detainee record keeping services and personal property.

Except as provided in the below paragraph, all records acquired or generated by the contractor in the contracting process or its performance of this contract or as a result of this contract, including records classified as Privacy Act systems of records, are federal records under the control of ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court.

ICE will comply with the provisions set forth in 6 C.F.R. §5.7 “Confidential Commercial Information,” as applicable, in the event ICE intends to release the contract documents or any information relating to this contract, including clause (e) “Opportunity to Object to Disclosure” thereof. Insofar as any documents created by the contractor contain any information related to one or more ICE detainees, these records shall be the property of the ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court. To the extent the contractor intends to release the contract or any information relating to the contract, the contractor agrees to coordinate with the CO and obtain ICE concurrence prior to any such release.

Contractor-owned records are considered the property of the contractor and are not within the scope of the paragraph above. Contractor-owned records include the following:

- a) contractor’s employment-related records,
- b) contractor’s patents, copyright, and trademark applications, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the government,
- c) contractor’s non-public financial records not related to the performance of this contract, and
- d) contractor’s records that are not related to performance of this contract.

All records acquired or generated by the contractor related to this contract and in possession of the contractor, including those described in the two paragraphs above, shall be subject to inspection, copying, and audit by the government or its designees at all reasonable times, and the contractor shall afford the government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the CO, the contractor shall deliver such records to a location specified by the CO for inspection, copying, and

audit. The government or its designees shall use such records in accordance with applicable federal law, regulation, and policy (including, but not limited to, the Privacy Act), as appropriate.

This clause applies to all records created, received and maintained by the contractor without regard to the date of origination of such records, including all records acquired from a predecessor contractor or predecessor contract or intergovernmental service agreement. The requirements of this clause shall flow down to all sub-contractors of the contractor in performance of this contract.

1.8. Quality Control Plan (QCP)

The contractor is responsible for management and actions necessary to meet the standards set forth in the contract. The contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The contractor shall provide a QCP to the CO and the COR for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the contractor of concurrence or required modifications to the plan before the contract start date. The QCP shall ensure that services will be maintained at an acceptable level. At a minimum, the contractor shall review and update the QCP on an annual basis or as required. The QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

1.9. Contractor's Failure to Perform Required Services

The rights of the government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the government reserves its rights under the inspection of services and termination clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

1.10. Performance Evaluation Meetings

The contractor's representatives shall meet with the COR monthly or as deemed necessary by either party. These meetings will provide a management level review and assessment of contractor performance, and a discussion and resolution of problems.

1.11. Personnel And Staffing

1.11.1. Employment Eligibility

The contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The contractor will affect disciplinary or adverse action against employees who disregard those standards. The contractor shall immediately notify the COR in writing when learning of any adverse or disqualifying information on any employee. If the CO or COR receives disqualifying information on a contractor employee, he/she shall direct that the contractor immediately remove the employee from performing duties under this contract until an investigation is completed.

Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this contract includes:

- a) Misconduct or negligence in employment.
- b) Criminal or dishonest conduct.
- c) Material, intentional false statement or deception of fraud in examination or appointment.
- d) Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel).
- e) Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- f) Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of the applicant or appointee or others.
- g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. government by force.
- h) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- i) Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in or contributing to a detainee escape. Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

ICE may direct that the contractor immediately remove from assignment on this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the CO.

The contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The contractor shall be responsible to the government for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations, and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the contractor, or with this contract. The contractor will ensure that this provision is expressly incorporated into all subcontracts or subordinate agreements issued in support of this contract.

1.11.2. Facility Staffing Plan, Floor Plan and Key Personnel

The contractor shall have a staffing plan to effectively staff the facility in a safe and secure manner. The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO and the COR, for approval prior to implementation and incorporation into this contract. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services staff, and 85% for all other departments of the approved staffing plan. The approved staffing levels for custody staff shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

Each month, the contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 calendar days. Failure to fill any individual position within 120 calendar days of the vacancy may result in a deduction from the monthly invoice. In assessing deductions, ICE may also consider costs associated with overtime used to cover vacant positions.

Each month, the contractor shall submit to the COR any key personnel that will be absent from the facility for over five working days. If the key personnel will be absent for over five working days and the contractor will

not provide an “acting” position to backfill that key personnel position during the absence, the CO has the right to make a deduction based on the salary and benefits of the absent key personnel position.

1.12. Minimum Staffing Requirements

Exclusive of the agreed upon ramp periods, the contractor shall fully staff the facility to secure, control, and supervise aliens in custody regardless of the population. The contractor shall ensure daily custody staff assignment rosters, by shift, are maintained. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR daily.

1.13. Supervisory Staffing

The contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions and upholding the work requirements of all personnel assigned under the contract. The contractor shall provide the COR with the names of supervisory custody staff designated by the contractor before commencement of services.

In the absence of the facility administrator, another qualified person who meets the position and security clearance requirements shall temporarily fill that position. This individual shall perform job duties of the facility administrator and interface with the CORs and/or designated ICE Officers and the CO on all contract-related matters.

1.14. Key Personnel

The CO shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. The contractor shall identify key personnel employed and notify ICE of their expected on-hire date upon contract award—key positions must be filled prior to accepting any detainees. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the CO. The following are considered key personnel for the contract. The contractor may use other titles.

Facility Director. The facility director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work- related experience, training, or college credits at a level of achievement equivalent to the bachelor’s degree, as practiced in the federal hiring process.

Assistant Facility Director. The assistant facility director shall hold an accredited bachelor’s degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.

Health Services Administrator. The Health Services Administrator (HAS) must have a minimum of a master’s degree in healthcare administration (or related field of study preferred). Must have three years of leadership experience, two years management of programs and services experience. The HSA shall maintain current CPR/Basic Life Support (BLS) certification and if the HSA holds a clinical license, it is their responsibility to fulfill the obligations of their licensing or certifying body to ensure continued status.

Clinical Director. The Clinical Director shall have a Doctor of Medicine or Doctor of Osteopathic Medicine from a university in the United States, any of its' territories or from a foreign medical school that provides education and medical knowledge equivalent to accredited schools in the United States as established by the National Committee on Foreign Medical Education and

Accreditation and permanent certification by the Educational Commission for Foreign Medical Graduates. The Clinical Director shall have a minimum of six years post residency experience providing direct patient care as a board-certified / eligible physician in Internal Medicine, Family Medicine, Preventive Health or Pediatrics as well as a minimum of three years of experience in the provision of clinical supervision and leadership to other medical professionals and ancillary clinic staff. The Clinical Director shall maintain current, full, and unrestricted license to practice medicine for the entirety of the employment term in the state in which the duty station is located. The Clinical Director shall also maintain the BLS for Healthcare Providers certification through the American Heart Association.

Nurse Manager. The Nurse Manager must be a bachelor's degree trained registered nurse (RN), have current and documented professional licensure to be an RN. The Nurse Manager shall have a minimum of six years of professional nursing experience and maintain current CPR/BLS certification as well as any professional credentials/certification appropriate to the job specialty.

Mental Health Providers. Mental Health Providers shall only consist of Clinical Psychologists,

Licensed Clinical Social Workers (LCSWs), or Licensed Professional Clinical Counselors/Licensed

Clinical Professional Counselors/Licensed Clinical Mental Health Counselors

(LPC/LPCC/LCPC/LMHC/LCMHC) or equivalent. Licensed Marriage and Family Therapists (LMFTs) are not acceptable. Staff must maintain appropriate licensure to conduct mental health evaluation, mental health and substance abuse treatment (i.e. psychotherapy – individual or group; clinical counseling, etc.), mental health diagnosis, segregation monitoring, SMI, monitoring, and assessing suicidality/homicidality risk, and suicide watch contacts.

Supervisory Detention Officers. Supervisors must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

Training Officers. Certified instructors shall conduct all instruction and testing of contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.

Quality Assurance Manager. The quality assurance manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.

Corporate Security Officer: The corporate security officer will interface with the OPR- PSU through the COR on all security matters, to include physical, personnel, and protection of all government information and data accessed by the contractor.

1.15. Facility Floor Plan and Guard Post Map

The contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g., 24/7, 8 hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by the CO/COR prior to commencement of services under this contract.

Changes to the guard posts or shift requirements shall be approved by the CO/COR.

1.16. Organizational Chart

The contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The contractor shall update this chart as necessary. The contractor shall make the chart available for review by the CO or COR upon request.

1.17. Health Requirements for All Detention Officers

The contractor is solely responsible for ensuring employees can perform essential functions described within this contract, with reasonable accommodation, if applicable. All officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

1.17.1. Employee Health and Health Records

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all contractor employees must be maintained on-site, in a locked cabinet. Health files are to be maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a) Initial and annual tuberculosis (TB) infection screening results.
- b) Vaccination records including results, titers, and Immunization Declination Form(s).
- c) OSHA 301 Incident forms.
- d) Blood borne pathogen exposure documentation.
- e) Respirator medical clearance.
- f) Respirator fit test results.
- g) Other employee health documents.

1.18. Required Documentation

All contractor personnel must provide documentation regarding the following: History of testing for TB within the last 12 months:

- a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable.
- b) Additionally, on an annual basis and at own expense, the contractor shall provide a current tuberculin skin test or interferon-gamma release assays test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

1.19. Recommended Immunizations

Individuals employed by the contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine preventable. The vendor is required to abide by all OSHA workplace safety requirements including those related to vaccinations. The following vaccinations are highly recommended for the contractor's personnel.

- a) Hepatitis A
- b) Hepatitis B

(Note: The U.S. OSHA Blood-borne Pathogens Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material with the Hepatitis B vaccination series. Refer to OSHA regulations: <https://www.osha.gov/OshDoc/data/BloodborneFacts/bbfact05.html> a) Varicella.

- b) Measles, Mumps, Rubella.
- c) Diphtheria, tetanus, a-cellular pertussis.
- d) Annual seasonal influenza.

The contractor's personnel will provide immunization documentation or titer results to the health services administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Healthcare Workers: Recommendations of the Advisory Committee on Immunization Practices and the Hospital Infection Control Practices Advisory Committee be used as a reference for employee health immunization issues.

If requested by the COR, the contractor shall make medical records of contract employees available for review. The contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the facility, the contractor shall certify in writing to the COR that each detention officer is and remains in full compliance with the following:

- a) Staff shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.
- b) Detention officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X chrome lenses are not acceptable to ICE as a means of correcting color deficiencies.

Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by- case basis by the COR.

- c) Detention officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
- d) Detention officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
- e) Detention officers shall possess unimpaired use of hands, arms, legs, and feet. Detention officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- f) Detention officers shall be able to wear all necessary equipment, or other protective items.
- g) Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
- h) As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The contractor shall be responsible for re-testing of employees annually.
- i) The contractor shall report immediately any changes to (1) through (8) above, in a detention officer's health status to the COR. If the COR determines that contractor employees do not meet minimum health standards, the contractor's employee must undergo a "Fitness for Duty" examination at no cost to the government.
- j) Officers must have no hearing defects or no hearing defects with the use of a correctable device.

1.19.1. Random Drug Testing

The contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The contractor shall order and accomplish drug screening at the contractor's expense. A laboratory approved by the National Institute of Drug Abuse shall perform the screening. The contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

1.19.2. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE 2019 National Detention Standards on contraband.

The contractor's employees will be subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the contractor shall immediately remove the employee from performing duties under this contract. The contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

1.19.3. Contractor Staffing and Employee Requirements

The contractor shall provide employee requirements or policies, which, at a minimum, address the following:

- a) Organization.
- b) Recruiting procedures.

- c) Opportunities for equal employment.
- d) Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
- e) Screening employees for illegal drug use.
- f) Holidays, leave, and work hours.
- g) Personnel records, employee evaluations, promotion, and retirement. h) Training.
- i) Standards of conduct, disciplinary procedures, and grievance procedures.
- j) Resignation and termination.
- k) Employee-management relations.
- l) Security, safety, health, welfare, and injury incidents.

The contractor shall provide a copy of the rules or policies to facility employees. Upon request by the COR, the contractor shall document that all employees have reviewed a copy of the requirements or policies.

1.19.4. Minimum Standards of Employee Conduct

The contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to each employee beginning work under this contract. The contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:

- a) Employees shall not display favoritism or preferential treatment to one alien, or group of aliens, over another.
- b) Employees shall not discuss or disclose information from alien files or immigration cases, except, when necessary, in the performance of duties under this contract.
- c) The employee may not interact with any alien except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any alien, any alien's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to aliens, alien's family, or associates.
- d) The employee shall not enter any business relationship with aliens or their families (e.g., selling, buying, or trading personal property).
- e) The employee shall not have any outside or social contact with any alien, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
- f) All employees are required to immediately report to the warden/facility director or ICE supervisor any criminal or non-criminal violation or attempted violation of these standards.
- g) The contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the contractor to appropriate action including possible termination of the contract for default.
- h) The contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The contractor is specifically prohibited from hiring active-duty military personnel and civilians employed by the government to perform work under this contract.
- i) An affirmative duty to self report any criminal arrests within 24 hours of occurrence.

1.19.5. Minimum Personnel Qualification Standards

The contractor shall ensure that each person employed by the firm, or any subcontractor(s) has a social security card issued and approved by the Social Security Administration and shall be a U.S. citizen or a person lawfully admitted into the U.S. for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent, and obtain a favorable suitability for

employment determination. Each employee of the contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

- a) All employees shall be a minimum of 21 years of age.
- b) Employees shall have at least one year of general experience that demonstrates the following:
 - The ability to greet and deal tactfully with the public.
 - Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports.
 - Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities.
 - Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
- c) All employees on this contract must maintain current/physical residency in the continental U.S.
- d) All qualified, armed employees working as transportation officers shall have a minimum of one year of experience as a law enforcement officer, military policeman, or as a security officer engaged in functions related to detaining civil or administrative aliens. A degree in a related or appropriate field/discipline may substitute for experience (i.e., detention, corrections, criminal justice, etc.).

1.19.6. Removal from Duty

If the COR or the contractor receives and confirms disqualifying information concerning a contractor employee, the contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The contractor shall revoke the employee's identification credentials and complete any required dispositions. The contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

- a) Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
- b) Possessing a record of arrests for continuing offenses.
- c) Falsification of information entered on suitability forms.
- d) Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
- e) Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
- f) Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
- g) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
- h) Introduction of contraband into or unto the facility.

ICE may direct the contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the CO. The contractor shall act immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

- a) Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook."
- b) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
- c) Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites.
- d) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- e) Theft, vandalism, immoral conduct, or any other criminal actions.
- f) Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects.
- g) Unethical or improper use of official authority or credentials.
- h) Unauthorized use of communication equipment or government property.
- i) Misuse of equipment or weapons.
- j) Violations of security procedures or regulations.
- k) Recurring tardiness.
- l) Undue fraternization with aliens as determined by the COR.
- m) Repeated failure to comply with visitor procedures as determined by the COR.
- n) Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, an alien escape.
- o) Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
- p) Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
- q) Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with aliens pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the contractor shall remove the employee from work under this contract and other ICE contracts.

1.19.7. Tour of Duty Restrictions

The contractor shall not utilize any uniformed contractor employee to perform duties under this

contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours; provided, however, the contractor may utilize uniformed employees to perform duties under this contract for up to 16 hours in any 24-hour period in the event of an emergency or other non-routine circumstances. If an employee is performing other duties for either the contractor or another employer, those hours shall count against the 12-hour or 16-hour limitation.

1.19.8. Dual Positions

If a supervisory detention officer is not available for duty the contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of detention officer and supervisory detention officer simultaneously. The COR will document and refer to the CO the failure of the contractor to provide necessary personnel to cover positions.

1.19.9. Post Relief

As indicated in the post orders, the detention officer shall not leave his or her post until relieved by another detention officer. The contractor or contractor's supervisor authorizes rest or relief periods, the contractor shall assign undesignated officers to perform the duties of the detention officers on break.

1.19.10. Personnel Files

The contractor shall maintain a system of personnel files and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience discipline actions and credentials for all staff.

1.19.11. Uniform Requirements

These requirements apply to supervisory detention officers and detention officers who perform work under the contract.

1.20. Uniforms

The contractor shall provide uniforms to its employees. The design and color of the contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE or Department of Homeland Security (DHS) Customs and Border Protection (CBP) officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. If rank The rank of authority is used, it must be prominently displayed as part of each uniform. A shoulder patch or other easily distinguishable item should distinctly identify the supervisory-contractor personnel. Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are excessively frayed, stained, faded, or considered too worn by the COR shall be replaced by the contractor at no additional cost to the government. Staff shall wear and properly display authorized name tags at all times while within the facility and grounds.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, jacket, shoes, or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, handcuffs, handcuff key and handcuff holder, and key-holder. The contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

If the Contractor subcontracts some of the transportation services, the Government will permit the subcontracted transportation officers to wear a different uniform, if the standards for the transportation personnel uniforms are consistent with the standards for the uniforms worn by other Contractor personnel.

1.21. Identification Credentials

The contractor and all personnel shall abide by the security and identification requirements in place at Fort Bliss and under the direction of the Department of Defense to access the site. Staff who do not comply with these requirements will not be permitted access to the site and shall be removed from the contract expeditiously. The contractor shall ensure that all employees, both uniformed and non-uniformed (if applicable), have the required identification credentials in their possession while on the premises. The contractor identification credential document shall contain the following:

- a) Contract employee credentials **shall** contain the following: **Front** (1), Company Name, (2) Full Face/Shoulder photo 1" square, no older than 30 days when issued, (3) Title/Position, **Reverse-** (1) Name, (2) Sex, (3) Date of Birth, (4) Height, (5) Weight, (6) Hair Color, (7) Eye Color, (8) Date of Hire, (9) Date of issue, (10) Signature of Employee, and (11) Signature of Issuing Officer.
- b) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the credential is issued.
- c) To avoid the appearance of having government issued credentials/badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

1.21.1. Permits and Licenses

1.21.1.1. Licensing of Employees

The contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to entering on duty (EOD). The contractor shall verify all licenses and certifications. If applicable, all contractor staff shall possess a current license/registration, in the state in which they are practicing.

1.22. Jurisdiction

The contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The contractor shall not extend its services into any other areas.

1.22.1. Encroachment

Contractor employees shall not have access to government equipment, documents, materials, or telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers or Fort Bliss unless without proper authorization of ICE or DOD respectively.

1.22.2. Work Schedules

The contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1.23. Post Work Schedules

One week in advance, the contractor shall prepare supervisory and detention officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR monthly. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in enough time to ensure 24-hour advance notice. At the completion of each shift, the contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the contractor at the direction of the COR or ICE supervisor on duty may reassign him/her to another post. Note: Alternate forms may be approved by ICE; however, the alternate must include the minimum information required on GSA Form 139.

1.24. Starting and Stopping Work

The contractor is responsible for all employees to be in complete uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until their shift is completed. Post staff will not vacate their post at the end of their shift until a replacement post staff has arrived.

a) Recording Presence

The contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The government shall specify the registration points, which will be at the protected premises, and the contractor shall utilize those points for this purpose. The government will consider a contractor provided automated system in lieu of GSA Form 139 for recording presence purposes.

Contractor officers, working as supervisors, shall make the designation "supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately

following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries. Note: Alternate forms may be approved by ICE; however, the alternate must include the minimum information required on GSA Form 139.

B) Rest Periods

When the contractor or a contractor supervisor authorizes rest and relief periods for contract employees, a substitute officer of similar capabilities shall be assigned to the duty location.

1.25. General Training Requirements

All officers must have the training described in ICE 2019 National Detention Standards and in this sub-section. The contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully may disqualify him or her from employment on the contract.

All new detention officers will receive 60 hours of basic training, not including firearms, prior to EOD and 40 hours of on-the-job training. The contractor's training officer will be responsible for administering an on-the-job training (OJT) program for new employees. A senior detention officer, always during the 40-hour OJT period, must accompany the detention officers. The contractor shall provide a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the contractor shall provide the employee an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

Detention officers shall not perform duties under this contract until they have successfully completed all initial training, and the COR receives written certification from the contractor. Alternative or e-training techniques, unless approved in writing by the CO via the COR, shall not be used.

1.26. Basic Training Subjects

Officers must complete the training required in accordance with the ICE 2019 National Detention Standards. Required training may include but not be limited to the following:

a)

In-service Orientation	2 HRS
Counseling Techniques/Suicide Prevention and Intervention*	2 HRS
Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
Bomb Defense and Threats	1 HR
Telephone Communications/Radio Procedures	1 HR
Annual IT Security Training	1 HR

Fire and other Emergency Procedures	2 HRS
Treatment and Supervision of Aliens	2 HRS
ICE Use of Force Policy	2 HRS
Security Methods/Key Control/Count	1 HR
Procedures/Observational Techniques	4 HRS
Sexual Harassment	2 HRS
Alien Escort Techniques	1 HR
ICE Paperwork/Report Writing	2 HRS
Alien Searches/Alien Personal Property	4 HRS
Property/Contraband	2 HRS
Alien Rules and Regulations	2 HRS
First Aid*	4 HRS
Cardiopulmonary Resuscitation (CPR)*	4 HRS
Blood-borne Pathogens*	2 HRS
Self Defense	8 HRS
Use of Restraints 5 HRS Firearms Training**	
ICE Sexual Abuse/Assault Prevention and Intervention*	2 HRS
ICE 2019 National Detention Standards	2 HRS
Disability Accommodations	1 HR
Language Access and Effective Communications	1 HR
Cultural Competency	1 HR
Emergency Plans	1 HR

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with ICE 2019 National Detention Standards. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical training subjects*

***If applicable*

1.27. On-the-Job Training

After completion of the minimum of 60 hours basic training, all detention officers will receive an additional 40 hours of on-the-job training at specific post positions. The contractor shall provide an additional 40 hours of training for detention officers within 60 days after completion of first 100 hours of training.

This training includes:

- a) Authority of supervisors and organizational code of conduct.
- b) General information and special orders.

- c) Security systems operational procedures.
- d) Facility self-protection plan or emergency operational procedures.
- e) Disturbance Control Team training.

1.28. Basic First Aid and CPR Training

All contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a) Respond to emergency situations within four minutes.
- b) Perform CPR.
- c) Recognize warning signs of impending medical emergencies.
- d) Know how to obtain medical assistance.
- e) Recognize signs and symptoms of mental illness.
- f) Administer medication.
- g) Know the universal precautions for protection against blood-borne diseases.

1.29. Supervisory Training

All new supervisory detention officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the contractor prior to assuming duties. This training is in addition to mandatory training requirements for detention officers. Supervisory training shall include the following management areas:

Techniques for issuing written and verbal orders	2 HRS
Uniform clothing and grooming standards	1 HR
Security post inspection procedures	2 HRS
Employee motivation	1 HR
Scheduling and overtime controls	2 HRS
Managerial public relations	4 HRS
Supervision of aliens	4 HRS
Other company policies	4 HRS
Non-violent Crisis Intervention	8 HRS
ICE 2019 National Detention Standards	12 HRS

Additional classes are at the discretion of the contractor with the approval of the COR. The contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

1.30. Proficiency Testing

The contractor shall give a written examination following each training class to display proficiency. To pass any examination, employees must achieve a minimum of 80 percent. Should an employee fail the written test on the initial attempt, the employee shall be given additional training and be given one additional opportunity to retake the test. If the employee fails the second attempt, the contractor shall remove the employee from the contract and immediately advise the COR. All training certifications will be stored the respective contract employee's file.

1.31. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

1.32. Training Documentation

The contractor shall submit a training forecast and lesson plans to the COR or ICE- designee at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE-designee.

1.33. Language Access

The contractor is responsible for providing limited English proficiency detainees access (via accurate, timely, and effective communication at no cost to the alien) to all facility programs and services. This should be accomplished through professional interpretation and translation services or bilingual personnel for necessary communication with aliens who do not speak, read, write, or understand English. Oral interpretation should be provided for aliens who are illiterate or who speak another language in which written material has not been translated. The contractor shall secure and utilize its own contract for professional language services. Where a need for a particular language is unavailable, the contractor may utilize the ICE language services however ICE reserves the right to deduct the cost from the contractor's invoice. When ICE language services are used the contractor must advise the COR within 24 hours of use. All facility postings and written materials provided to aliens shall generally be translated via professional language services into Spanish and other languages spoken by significant segments of the detained ICE population with limited English proficiency at the facility. Other than in emergencies, and even then, only for that period before appropriate language services can be procured, other aliens shall not be used for interpretation or translation services. In such situations, the contractor must notify the COR within 24 hours.

1.34. Health and Medical Care Policies

The contractor shall comply with written policies and procedures for appropriately addressing the health needs of aliens in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a) Policies and procedures for prompt summoning of emergency medical personnel.
- b) Policies and procedures for evacuation of aliens, if deemed necessary by qualified medical personnel.
- c) Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.

1.35. Health Services

The Contractor shall provide adequate space for health services, to include office and support space within the medical clinic.

The Contractor shall ensure quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI) system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed through corrective action plans.

The Contractor shall report all incidents, according to IHSC incident reporting criteria, to the IHSC Field

Medical Coordinator (FMC) immediately. Detainee deaths while housed at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.

The Contractor shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the ICE NDS 2019 or any modified version of it published by ICE, the NCCHC and/or ACA standards that are in place prior to obtaining a notice to proceed (NTP), and the PRR. Areas covered include, but are not limited to, infectious disease screening and treatment; emergent, acute and chronic care; on-site sick call; dental services; and mental health services. Also required is over the counter and prescription medications per the

current ICE Health Service Corps (IHSC) Formulary (Attachment 2) and IHSC form 067 for approval of non-formulary medications (Attachment 3) or equivalent. Elicitation of a history and provision of required vaccinations per the Centers for Disease Control and Prevention (CDC) and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all Contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (e.g., Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC FMC. On-site routine labs and CLIA waived testing will be a requirement of the Contractor. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include approved non-formulary medications, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority, as designated through the position description submitted by the Contractor, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC FMC or designee as needed.

1. **Medical Emergency:** In the event of a medical emergency, the Contractor shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Contractor shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Contractor or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
2. **Emergency Health Care Contact List:** The Contractor shall furnish twenty-four (24) hours a day/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Contractor shall ensure they always have access to an off-site emergency medical provider.
3. **Facility Emergency Evacuation Procedure Guide:** The Contractor must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Contractor must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
4. **Detainee Medical Records:** A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Contractor. Medical records will be created and maintained by the responsible authorized Contractor and/or the ICE contracted vendor. The Contractor and/or the ICE contracted vendor will disclose patient's personal information and protected health information to Facility/IHSC staff and comply with medical record requests from IHSC, as permitted by a criminal justice release of information, signed by the patient and in compliance with state and federal laws, rules, and regulation including, but not limited to, federal regulations Health Insurance Portability and Accountability Act (HIPAA) and Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2). OTP understands an exemption from HIPAA applies for patients in the custody of ICE and the information contained in the 01/26/2021

IHSC memo "Release of Medical Information Regarding ICE Detainees" has been reviewed."

These documents will be maintained and stored per the following:

- a) ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed, and, in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
 - b) Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after receipt by the HSA of a written authorization from the detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records." A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise, a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Contractor seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCHC and/or other National Health Record format.
5. **Contractor Furnished Onsite Medical Care and Services:** The Contractor shall furnish on-site health care under this Agreement as defined by the facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Contractor shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the facility. The Contractor shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in the NDS 2019 or any modified version of it published by ICE and based on community standards of care.
6. **Certified/Licensed Health Care Staff:** The Contractor shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e., National Practitioner Data Bank). The Contractor shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 1A4 – see IHSC for individual staffing matrix by facility). The Contractor shall ensure that anyone performing medical services under a DHS contract including contractor employees, subcontractor employees, independent contractor employees, consultants, or others must hold a current, active, valid, and unencumbered appropriate professional license, registration, or certification to perform the assigned duties under this contract. The license, registration, or certification must be in good standing at all times throughout the contract performance and must be from a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States. The medical service providers under this contract are not required to hold a license, registration, or certification in the specific state where these services are provided. At no time shall unlicensed and/or uncertified health care staff provide care to ICE Detainees. Any person providing health care services under this contract must hold an applicable unencumbered license, registration, or certification perpetually during the contract term, from any U.S. jurisdiction irrespective of the health care provider's permanent or temporary assigned place of official DHS. The allowable jurisdictions include a State within the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

For the entire term of the contract, the Contractor shall maintain primary source documentation of each license, registration, or certification of each person providing health care services under this contract and shall ensure that all licenses, registrations and certifications remain active and unencumbered while the person is providing health

care services under the contract. If requested by the Contracting Officer, the Contractor shall provide the primary documentation of each license, registration, or certification to the Government.

- 7. Tracking System for Daily Provision of Health Care Services:** The Contractor shall ensure that its healthcare system/employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.

On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the facility utilizing IHSC Form 795A, or equivalent, in accordance with standard "4.3 Medical Care." Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items. Arrival screening shall include, at a minimum, all questions captured on the NDS Intake Screening Form (Attachment 5) or equivalent: testing for TB infection and/or disease, testing for COVID-19, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.
- b) Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The IHSC FMC and other IHSC personnel will coordinate with the Assistant FOD and /or FOD in ensuring that detention facility staff are aware of these notification requirements.

- 8. Detainee Access to Medical and Mental Health Services:** The Contractor must provide detainees with access to medical services, preferably on-site, or via telemedicine, with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over the counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health, and dental health assessments. All travel medications must be provided per the NDS 2019 requirement or any modified version of it published by ICE. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.

The Contractor may, to the extent possible, utilize third party specialty care medical service

providers that are willing and capable of providing specialty care services on-site. Third party specialty care providers will be subject to current personnel security screening and clearance requirements for short-term, as-needed professional services providers prior to being allowed to enter the facility. Third party specialty care providers will be required to be always escorted by Contractor staff while a) in the facility and b) in direct contact with non-citizen Detainees at no extra cost to the Government. Third party specialty care providers will only be on-site for the minimum time required to complete scheduled medical service appointments. Third party specialty care providers shall be required to meet all contractual Letter of Understanding (LOU) agreement requirements and will submit invoices and be reimbursed for services via the IHSC MedPAR process. This provision for on-site specialty care, and the related billing processes, shall constitute an exception to the requirement that on-site medical care be included in the Bed Day Rate for this contract.

9. **Mental Health Evaluations:** The Contractor shall furnish mental health evaluations as determined by the facility Local Health Authority and in accordance with NDS 2019 or any modified version of it published by ICE, NCCHC and/or ACA standards.

10. **Notification Requirements for Medical Conditions that Render Continued Detention Unacceptable:** If the Contractor determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Contractor shall notify their FMC and ICE. Upon such notification, the Contractor shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Contractor should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment required for such transportation. IHSC FMC consultation regarding these matters is available at any time.

11. **Hospitalization of Detainees:** Upon order of the COR or designated ICE officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. The contract employee will obtain a copy of the detainee medical records upon discharge and ensure those records are delivered to the medical clinic upon the detainee's return to the facility. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other designated ICE official.

12. **Manage a Detainee Death:** The Contractor shall comply with NDS 2019 or any modified version of it published by ICE, Standard 4.7 "Terminal Illness, Advanced Directives, and Death," in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

13. **Release of all Medical Information to IHSC:** The Contractor shall release all medical information for ICE detainees to IHSC representatives upon request.

14. **Medical Payment Authorization for Off-site Medical Care:** The Contractor shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses,

prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org>.

- 15. Notification Requirements for Emergency Offsite Health Care:** The Health Authority of the Contractor shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center PO Box 149345

Austin, TX 78714-9345

Phone: (800) 479-0523

Fax: (512) 460-5538

- 16. ICE Access to Detainee Medical Records:** The Contractor shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Contractor departments in accordance with HIPAA privacy exception at 45 CFR §§ 164.512 (k)(5)(i).

The Contractor shall provide ICE detainee medical records to ICE whether created by the Contractor or a sub-Contractor/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a) The provision of health care to such individuals.
- b) The health and safety of such individual or other inmates.
- c) The health and safety of the officers or employees of or others at the correctional institution.
- d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another.
- e) Law enforcement on the premises of the correctional institution.
- f) The administration and maintenance of the safety, security, and good order of the correctional institution; and
- g) Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

- 17. Process for Obtaining Prescriptions for ICE Detainees:** The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a) The Contractor shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate the pharmacy benefit is for an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that the prescription is for an ICE detainee.
- b) The pharmacy shall run the prescription through the Script Care network for processing.

- c) Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d) Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

18. Facility Requirements for Infectious Disease Screening: The Contractor will ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

a) Tuberculosis Screening

The Contractor will perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with NDS 2019 or any modified version of it published by ICE and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

The Contractor will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the Contractor will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release.

The Contractor will evaluate detainees annually for symptoms consistent with TB within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially

evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

b) Radiology Service Provider

If the Contractor utilizes radiology for TB screening, the requirement should be built into the established bed day rate for this contract. The cost of equipment, maintenance, staff training, interpretation of the radiographs by credentialed radiologists, and the transmission of data to and from the detention facility will be charged directly to the facility.

19. **Airborne Precautions:** In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

20. **Employee Health:** Employee health files for all Contractors' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Respirator medical clearance.
- f. Respirator fit test results; and
- g. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract if they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

- i. History of testing for tuberculosis (TB) within the last 12 months:
 - a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, the Contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with Centers for Disease Control and Prevention

(CDC) guidelines.

ii. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, seasonal influenza, and COVID 19. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a. Hepatitis A.
- b. Hepatitis B; (Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html c. Varicella.
- d. Measles, Mumps, Rubella (MMR).
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.
- g. COVID-19

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osha3160.htm>

21. **Standards of Medical Care:** The Contractor is responsible for providing resources for evidence- based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. The provider shall establish and make available to the government the vendor's proposed evidence-based standards of medical/mental health care within 90 calendar days from the contract award. See examples of resources below.

- a) Asthma
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- b) Chemical dependence/ Intoxication/ Withdrawal
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011, for reference.
http://www.bop.gov/resources/health_care_mngmt.jsp
- c) Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
- d) Epilepsy
American Epilepsy Society
https://www.aesnet.org/clinical_resource s/guidelines
- e) Gender Dysphoria
IHSC Sample Clinical Practice Guidelines (Attachment 6)

f) Hepatitis A and B

Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.

http://www.bop.gov/resources/health_care_mngmt.jsp

g) Hepatitis C

IHSC Sample Clinical Practice Guidelines (Attachment 6)

h) HIV

NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents

<http://www.aidsinfo.nih.gov/guidelines>

i) Hypertension

IHSC Sample Clinical Practice Guidelines (Attachment 6)

j) Lipids

2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline

2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular

Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>

k) Sickle Cell Disease

IHSC Sample Clinical Practice Guidelines (Attachment 6)

l) Tuberculosis

Tuberculosis Management Control Guide for IHSC Medical Clinics Centers for Disease

Control and Prevention <http://www.cdc.gov/tb/publications/guidelines/default.htm> m) Depression

Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive

Disorder http://www.bop.gov/resources/health_care_mngmt.jsp

n) Schizophrenia

Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia

http://www.bop.gov/resources/health_care_mngmt.jsp

22. Quality Assurance (QA) Program: The Contractor shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the NDS 2019 or any modified version of it published by ICE and NCCHC.

The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic Quality Medical Care (QMC) Audit tool (Attachment 7). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Contractor must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 8) on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun; 4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for

maintaining compliance with the NCCHC, ACA, and the NDS 2019 or any modified version of it published by ICE requirements.

The QA program shall include:

- a) Participation in a multidisciplinary QI committee.
- b) Collection, trending analysis, and evaluation of data, along with planning, interventions, and reassessments.
- c) Analysis of the need for ongoing education and training.
- d) On-site monitoring of health service outcomes on a regular basis through:
 - 1) Chart reviews (including investigation of complaints and quality of health)
 - 2) Review of practices for prescribing and administering medication.
- 3) Investigation of complaints and grievances.
- 4) Monitoring of corrective action plans.
- 5) Reviewing all deaths, suicide attempts and illness outbreaks.
- 6) Developing and implementing QI activities or corrective actions plans to address and resolve identified problems and concerns.
- 7) Reevaluating problems or concerns to determine whether QI activities or corrective actions implemented achieved and sustained desired results.
- 8) Incorporating findings of internal review activities into the organization's educational and training activities.
- 9) Ensuring records of internal review activities comply with legal requirements on confidentiality of records.
- 10) External peer review on an annual basis for all independently licensed medical professionals.

The Contractor will achieve full NCCHC (Adult) accreditation within twelve (12) months of housing the first ICE detainee. After this period, the Contractor shall maintain accreditation compliance for the life of the contract.

Detainee Reporting Requirements

The service provider shall participate and respond in a timely manner or in accordance with any applicable ICE directives or policies to the reporting requirements requested by ICE and/or IHSC. The following is a list of routine reporting requirements. Routinely the FMC will request any of the following as needed or other reporting as may come up.

1. COVID
2. HIV
3. Hunger Strike
4. Pregnancy
5. Transgender
6. Serious Mental Illness (SMI)/Significant Noncitizen Illness (SDI)
7. Suicide Watches (SW)
8. Hospital Clinical/Administrative Updates
9. Incident Reports
10. Chronic Care List
11. Sick Call Log
12. Medical Grievance Logs
13. Cohorting

14. Durable Medical Equipment (DME)**15. Emergency Room Transfers****16. Fraihat/Vacatures****17. Miscellaneous/Ad Hoc**

18. Environmental Health: The Contractor shall implement all requirements of the Environmental Health and Safety sections of the current ICE 2019 National Detention Standards in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

19. Medical and Public Health Information Sharing Environment (MPHISE): The MPHISE is an integrated platform for secure data management, collaboration, and analysis of DHS health information and related contextual data. MPHISE allows for data sharing and collaboration across DHS, the Federal interagency, and SLTTP partners. It is designed to support DHS medical and public health operations, including field operations in semi-austere environments. MPHISE is part of a larger portfolio of health IT programs managed by the DHS Office of Health Security. DHS provides necessary training and materials to contractors and ensures the platform's continued functionality and security. DHS will provide training to the vendor.

IHSC will request medical records to ensure continuity of medical care. IHSC meets an exemption from HIPAA which applies to law enforcement officials, Department of Homeland Security, due to ICE having lawful custody of a detainee. Medical records and documentation must include informed consent in the preferred language of the detainee, using language services if necessary to ensure appropriate communication and protection of the patient. Title VI of the Civil Rights Act of 1964, prohibits discrimination based on national origin. Federal law states any health care provider that accepts federal funds must provide interpreter services. When interpreter services are utilized, documentation in the medical records of the company, language used, and interpreter ID number must be included. If a company is not used, the interpreting health care provider's name, title, and language used should be documented in the medical record."

Contractor Obligations:

The contractor shall be required to utilize the DHS MPHISE Electronic Medical Record (EMR) system to document all medical information and data as required by applicable IHSC standards. All medical encounters provided by the contractor shall be documented completely in the EMR, and all medical documents, discharge summaries, hospital records, lab results, and so on, from past records or from outside medical facilities shall be scanned, uploaded, or otherwise re-entered into the EMR. The contractor will provide a list of names of staff that require access to the MPHIS system. The federal government will create user accounts.

The Contractor is responsible for the FedRAMP Certified Cloud environment. This includes the applications and environments that are hosted, along with the interfaces among all the internal and external systems. The Contractor shall obtain Human Resources (HR) commercial-off-the-shelf (COTS) support as a subsystem under eHR in accordance with the requirements outlined below. The HR software will be deployed, hosted, and maintained as an operational system within the eHR cloud environment outlined in the paragraph below entitled, "eHR Cloud Provider Management." A development, test, training, and production environment will be installed for the HR software in accordance with the paragraph below entitled, "eHR Application Management Services." A cloud environment will need to be maintained for the lifecycle of eHR.

a) External Interfaces

External interfaces will be integrated with the eHR systems as part of agreements between the

Contractor and the external medical support organizations. The Contractor will maintain the agreements with these organizations separately. The Contractor, in conjunction with their external medical support organization, is responsible for maintaining the interfaces to the eHR. The external interfaces that will provide data to the eHR are the following:

- Radiology (e.g., Teleradiology): Provides the results of the radiology scans, specifically tuberculosis screening is required for completing a medical examination. Images will be integrated with the eHR system.
- Laboratories (e.g., LabCorp and Quest Diagnostics): Provides lab results for detainees. Lab interfaces can provide and accept HL7 structured data and results will be displayed within the eHR system.

b) Enterprise License and Support

The Contractor will provide the full range of technical Health IT O&M services required to support and sustain the eHR system and the specialized medical applications that are mission critical to its operations. The Contractor shall also provide service desk support to maintain end-user efficiency. Specific services are:

- eHR Enterprise Licenses
- eHR Upgrades & Enhancements
- eHR Patient Portal (meets ICE 2019 National Detention Standards)
- Project Management Support (see subparagraph d)
- System Operations and Maintenance (O&M) Support (see subparagraph e)
- Application Management Services (see subparagraph f)
- Maintain Licenses
- Cloud Provider Management (see subparagraph g)

The Contractor shall furnish all personnel, technical expertise, equipment, materials, transportation, security clearance and background investigation verification, and other items or services necessary to perform the work described in Section C.V.D.25- Electronic Health Record (eHR) of the RFP.

The Contractor shall:

- Provide all Maintenance and Technical Support on Contractor's installed equipment,
- Ensure the services are fully operable, able to stand alone, and able to integrate with ICE's eHR,
- Provide 24/7/365 technical support,
- Provide a 1-800/866 number available for technical support 24/7/365,
- Provide all network capabilities, hardware, and software installation,
- Provide network connectivity. Full connectivity and testing of equipment shall be established and verified prior to the acceptance of detainees, and
- Provide a system that maintains at least a 99% uptime performance rate.

The Contractor shall be responsible for all Information Technology (IT) connections and to set up connectivity at the facility.

The Contractor shall be responsible for configuring, installing, and maintaining the secure remote connectivity and all remote workstation software residing on the remote user's workstation.

Data transmission security shall always be maintained.

The Contractor's Health IT solution shall support:

- HL7 Version 3 CCD, and
- American Society for Testing and Materials (ASTM) International CCR Standard E2369- 05

c) eHR Applicable Policies and Standards

The Contractor shall comply with the latest version of all technology standards and architecture policies, processes, and procedures and Federal mandates applicable to the IHSC IT health care environment, including those defined in ICE OCIO Architecture Division publications. These publications include, but are not limited to, the following:

- DHS 4300A Sensitive Systems Handbook
- DHS 4300A Sensitive Systems Policy Directive
- DHS 4300B National Security Systems Handbook
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- DHS MD 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- ICE Technical Reference Model
- ICE Architecture Test and Evaluation Plan
- ICE Enterprise Systems Assurance Plan
- ICE System Lifecycle Management (SLM) Handbook
- ICE Web Standards and Guidelines
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications
- Privacy Act of 1974
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

The Contractor shall adhere to the provisions of Public Law 104-191, Health Insurance

Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the

Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the

Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities. The Contractor shall utilize HIPAA compliant systems with web viewing capability tool, encrypted data transmission, and cloud storage. The systems shall provide quality assurance solutions with community radiologist level review. The Contractor shall certify in their proposal submission they are and will maintain HIPAA compliance.

The following documents provide eHR specifications, standards, or guidelines that shall be complied with to meet the requirements of Section C.V.D.25 - Electronic Health Record (eHR):

- Health Level Seven International (HL7) o <http://www.hl7.org/>
- HIPAA (Health Insurance Portability and Accountability Act of 1996) o <http://www.hhs.gov/ocr/privacy/>
- The Joint Commission: National Patient Safety Goals Effective January 1, 2014 o http://www.jointcommission.org/assets/1/6/HAP_NPSG_Chapter_2014.pdf

All eHR solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise and ICE Architecture requirements:

- All eHR developed solutions and requirements shall be compliant with the Homeland Security Enterprise (HLS EA).
- All eHR IT hardware and software shall be complaint with the ICE Technology Reference Model (TRM) Standards and Products Profile.
- Description information for all eHR data assets, information exchanges, and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- In compliance with Office of Management (OMB) mandate, all eHR network hardware shall be IPv6 compatible without modification, upgrade, or replacement.
- All eHR encryption shall be FIPS 197 Advanced Encryption Standard (AES) that has been FIPS 140-2 certified.

The Contractor shall not deviate from the eHR SLM process or ICE TRM without express approval received from the COR.

d) eHR Project Management Support

The Contractor shall implement all agreed upon governance and other applicable processes and define the appropriate service level and other service requirements.

The Contractor shall:

- Assign, administer, and manage Contractor personnel and resources based on project plan.
- Communicate progress on eHR implementation to Government Project Managers (PM) and executive managers.
- Provide advance notification of any delays in deployment of eHR.
- Ensure all CDF personnel adhere to the Department security policies directives, and guidance.
- Review all reports for accuracy and perform trends and performance analysis.
- Implement quality control measures.
- Provide and deliver ad hoc presentations and briefings.

e) eHR System Operations and Maintenance Support

The Contractor shall provide the O&M support necessary to ensure continuous operation of the environment and to provide required functionality to the CDF user community.

The Contractor shall:

- Perform daily backup and recovery for project software and data to include off-site storage as required by ICE.
- Perform application tuning and performance monitoring as directed by ICE.
- Evaluate system log files.
- Maintain databases for storing IHSC data from designated systems and sources.
- Maintain FedRAMP Cloud environment.
- Perform testing, configuration management, and quality assurance testing of hardware, software, and applications as required by ICE and according to the SLM.
- Procure related firmware, vendor services, and software as directed by ICE.
- Provide subcontractor Service Desk support for Tier 2, and 3 during core hours of operation from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday.
- Provide on-call subcontractor support (within 1 hour) for after core hours and weekends.

- Maintain and create/update, as necessary, the required Certification and Accreditation (C&A) documentation.
- Support and assist with annual C&A activities (i.e., self-assessments, contingency plan tests, vulnerability scan, etc.).
- Perform system hardening and testing in support of ICE C&A requirements
- Develop application development plans for the current eHR system, including minor upgrades, patches, fixes, problem resolution, change request, and enhancements.
- Perform corrective and adaptive software maintenance on custom built applications.

f) eHR Application Management Services

Data Storage and Integration: The Contractor must certify in writing at submission they will only utilize a GSA FedRAMP certified environment.

- FedRAMP certification must be maintained continuously throughout the life of the contract. If the Contractor (or its FedRAMP provider) loses its FedRAMP certification, the Contractor must report this information to the Government immediately in writing. The Contractor must, within thirty (30) days after losing FedRAMP certification, re-certify or contract with an authorized FedRAMP provider. Failure to comply will result in termination of the contract.
- The eHR data shall be stored solely in a GSA FedRAMP compliant environment (see <http://cloud.cio.gov/fedramp/cloud-systems>). Non-compliant FedRAMP systems shall result in a Factor 1 rating of “unacceptable”. The Contractor shall provide certificate or evidence of compliant FedRamp system. The Contractor shall propose an integrated solution that the eHR software vendor has reviewed and approved for implementation. This effort will include project management, development, testing, and deployment.
- The Contractor shall support Certification and Accreditation (C&A) efforts to ensure Federal Information Security Management Act (FISMA) compliance to ICE.

g) eHR Cloud Provider Management

The Contractor shall maintain a FedRAMP certified cloud environment and meet defined System Level Agreements (SLAs) for up time and maintenance.

- Maintain FISMA-Moderate Security Compliant cloud requirements for expanded eHR cloud environment
- Meet all SLA performance requirements to include expanded eHR cloud environment
- Maintain all cloud related eHR system components, including application services, database servers, and cloud infrastructure
- Provide project management support, reporting and coordination with facilities, network, security, and ICE.
- Track and resolve incidents.
- Maintain patch release service.
- Overall provisioning and O&M of the servers and associated security equipment.
- Perform rack, stack, and cable management tasks.
- Connect devices to the power grid and network infrastructure as specified by ICE.
- Set up equipment, install server image, and provide basic configuration in accordance with ICE-provided specifications.
- Test and document the basic system.
- Perform component monitoring (host disks, file systems, host processors and memory).
- Install and maintain system-level software.
- Perform system performance tuning.
- Perform operating system (OS) and security patch management, testing, implementation, and reporting.

- Install and maintain OS software
- Provide performance monitoring monthly reports to include monthly CPU average availability for all eHR servers, calculated by (total time– down time) / (total time – maintenance window).
- Provide average sustained monthly peak CPU utilization for all servers, calculated by the (sum of business days that eHR sustained five-minute peak CPU utilization) / number of servers / # business days). Peak utilization shall be defined as 90% or greater CPU utilization.

h) eHR Required Performance Objectives:

The tables below establish the elements of Contractor performance that represents mission essential service requirements. The Required Performance Objectives for eHR Disaster Recovery and General eHR Minimum Acceptable Quality Levels (AQLs) represent the standard against which performance will be measured in relation to the Quality Assurance Surveillance Plan (QASP -Attachment 14) and the Performance Requirements Summary (PRS – Attachment 14A). The tables below outline the minimum acceptable levels of service to maintain satisfactory performance.

Required Performance Objectives for eHR Disaster Recovery			
	Component Failure	Server Failure	Primary Site Failure
Recovery Time Objective	4 hours or less	4 hours or less	Within 48 hours
Recovery Point Objective	4 hours	4 hours	24 hours

General eHR Minimum Acceptable Quality Levels (AQLs)		
Metric	Unit of Measure	Minimum Acceptable Quality Level (AQL)
Equipment	100% Uptime 24/7/365	>99.0%
	Scheduled downtime for Maintenance	<= 4 hours per month
	Repairs & Technical Support Downtime shall not exceed 4	>99.0%
	hours after notification of problem	
	Meantime between failure (MTBF)	25,000 operating hours
Transition in Continuation of Services	eHR equipment & vendor's staff on site during business hours and after hours as needed 24/7/365	>99.0%
eHR Consultations	24/7/365 availability by phone for consultations regarding critical requests	>99.0%

Daily Volume & Status Report and Monthly Report	Submission of Reports in accordance with requirements	>95.0%
Weekly Status Report	Submission of Report in accordance with requirements	>95.0%

i) eHR Compliance Terms and Conditions

- **Accessibility Requirements (Section 508):** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards:

- 36 CFR 1194.21 Software Applications and Operating Systems applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to government off-the-shelf (GOTS) and commercial off-the-shelf (COTS) software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.
- 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
- 36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.
- 36 CFR 1194.31 Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
- 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions: Exceptions for this statement of work have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements: 36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non- selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

1.36. Hospitalization of Aliens

Upon order of the COR or designated ICE officer, or in an emergency, the contractor shall take custody of and safeguard alien(s) at a hospital or clinic when the alien(s) are undergoing medical examination. The contractor shall remain until relieved by another employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The aliens shall not use telephones unless the contractor receives prior approval from the COR or other designated ICE official. Contractor employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Alien visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the alien is in detention, including hospital detention shall be pre- approved by the COR(s) or other designated ICE official prior to allowing access to the alien. The contractor is obligated to relay messages as requested by the alien to the COR or other designated ICE official.

1.37. Manage an Alien Death

In the event of an alien death, the contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the alien's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the consular officer of the alien's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the consular officer of the alien's country of legal residence.

1.38. Facility Requirements for Infectious Disease Screening

The contractor will ensure that there is adequate space and equipment to provide medical intake screening including TB screening within the intake processing area.

1.39. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area shall be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

1.40. Environmental Health

The contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

1.41. Required Administration and Management Services

1.41.1. Manage the Receiving and Discharge of Aliens

During the admissions process, aliens must undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of aliens.

The contractor shall ensure aliens are classified appropriately using objective criteria. Aliens will be classified upon arrival, before being admitted to the general alien population. The contractor will periodically re-classify aliens, in accordance with the ICE 2019 National Detention Standards.

The contractor may be required to access and utilize ICE detention booking system to properly book aliens in and out of ICE custody.

The contractor shall effectuate departures. Effectuating departure requires contractor employees to perform alien-related activity including but not limited to positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried out, and done and in transactions involving the alien(s), when required in a legal setting, deposition, or court of law.

As practicable, aliens shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear that is weather-appropriate for their destination.

1.41.2. Manage and Account for Alien Assets (Funds, Property)

The contractor is responsible for all alien personal property (i.e., stolen/misplaced goods due to contractor negligence and/or mishandling of alien personal property). The contractor shall have written policies and procedures in managing personal property.

The safeguarding of personal property will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

Written procedures shall be established for returning funds, valuables, and personal property to an alien being transferred or released that adheres to the requirements of ICE policy. The contractor shall ensure that all aliens who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the alien. This includes the out-processing of aliens on all removal flights. For such removal flights, the contractor will provide all necessary items for removal processing.

1.41.3. Securely Operate the Facility

Staff responsible for lock maintenance shall receive training and be certified from a government- approved training program specializing in the operation of locks and locking mechanisms.

The contractor shall provide constant armed perimeter surveillance of the facility.

The facility shall have 100% auxiliary power.

1.41.4. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with ICE 2019 National Detention Standards, Standard 2.11, Sexual Abuse and Assault Prevention and Intervention, and all facility requirements of DHS

PREA (Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement

Facilities, 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 10 – Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and aliens.

1.42. Suicide Prevention

The contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy and standards. This program shall include training and/or information that is given separately to both staff and aliens.

1.43. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to gang affiliations; domestic terrorist groups; tracking of aliens having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; alien financial information; alien telephone calls; visiting room activity; and actions of high-profile aliens. The contractor shall share all intelligence information with the government.

1.44. ICE Notifications

The contractor shall immediately report all serious incidents as outlined in the detention standards to the field office director or designee and the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes aliens in restraints more than eight hours); assaults on staff/aliens resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile alien cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, aliens, and the public.

1.44.1. Maintain Institutional Emergency Readiness

The contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with ICE 2019 National Detention Standards, Standard 1.1 Environmental Health and Safety. The emergency plan shall include provisions for two or more disturbance control teams consisting of at least 12-people on each team. The contractor shall provide protective clothing and equipment for each team member and 20 percent of all additional facility detention officer staff members shall be maintained in a secure location outside the perimeter of the facility. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The contractor shall have written agreements with appropriate state and local authorities that will allow the contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the government. The contractor shall reimburse the government for all expenses incurred in providing such assistance.

The contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to end of the transition period, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility.

1.44.2. Manage Computer Equipment and Services in Accordance with all

Operational Security Requirements

The contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The contractor shall inform all personnel of the confidential nature of ICE alien information.

The contractor shall restrict access to data information pertaining to ICE aliens to authorized employees with the appropriate clearance who require this information in the course of their official duties. In accordance with the Freedom of Information/Privacy Act, the service provider shall not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The contractor may not disclose information pertaining to ICE aliens to a third party without written permission from the COR.

The contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE alien information. The contractor shall notify the COR or ICE-designee within four hours of a security incident.

1.44.3. Visitation

The facility's perimeter will ensure that aliens remain within, and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of ICE 2019 National Detention Standards or as directed by ICE. For the safety and privacy of the aliens, no videotaping or audio recording devices are permitted by visitors or others (including contractor employees) within the secure perimeter without prior approval from ICE. This prohibition does not include, approved closed-circuit television cameras operated by the contractor or the government for security purposes.

1.44.4. Manage and Maintain an Alien Telephone System (DTS)

The ICE designated ICE Communication Services (ICS) contractor shall be the exclusive provider of alien communications (phones, tablets) for this facility. The ICS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The ICS contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The contractor shall not be entitled to any commissions, fees, or revenues generated by use of the DTS or the alien telephones.

Telephones shall be in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the contractor shall monitor and record alien conversations. If alien telephone conversations can be monitored under applicable law, the contractor shall provide notice to aliens of the potential for monitoring. However, the contractor shall also provide procedures at the facility for aliens to be able to place unmonitored telephone calls to their attorneys.

Telephone rates will not exceed the Federal Communications Commission rates for inmate telephone service, as well as state established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.

1.45. Facility Security and Control

1.45.1. Security and Control (General)

The contractor shall maintain a copy of facility post orders for employee review within the areas of assignment and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The contractor shall operate and control all designated points of access and egress on the site, such as, housing units, courtrooms, medical facilities, and hold rooms. The contractor shall inspect all packages in accordance with ICE procedures. The contractor shall comply with ICE security plans.

The contractor shall adhere to local operating procedures within each facility.

The contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The contractor shall provide the government administrative access and oversight role for system. The contractor shall comply with ICE security plans.

1.45.2. Alien Rights

The contractor shall supervise, observe, and protect aliens from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of aliens' civil rights. The contractor shall have a zero-tolerance policy for incidents of sexual abuse or assault.

Aliens have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

1.45.3. Unauthorized Access

The contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

1.45.4. Direct Supervision of Aliens

The contractor shall provide supervision of all aliens in all areas, including supervision in housing and activity areas, to permit detention officers to hear and respond promptly to emergencies. The contractor shall have direct supervision of each housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of alien supervision guidelines that are reviewed annually, as outlined in Attachment 10, Prison Rape Elimination Act Regulations.

1.45.5. Maintain a Video Surveillance Program

The contractor shall ensure video surveillance of hallways, exits, and common areas.

Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the contractor and in accordance with applicable records retention requirements.

1.45.6. Logbooks

The contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

- a) Activities that have an impact on the population (e.g., counts, shakedowns, movement, and escorts to and from court).
- b) Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
- c) Entry and exit of vehicles and persons other than aliens, ICE staff, or contractor staff (e.g., attorneys and other visitors).
- d) Fire drills and unusual occurrences.

1.45.7. Reports

The contractor shall furnish, daily, a manifest of all aliens currently detained in the facility. The manifest shall contain the following information for each alien: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the alien has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format. The contractor shall conduct a daily reconciliation of ICE detention manifest and the contractor manifest to ensure accuracy. Any discrepancies in the reports shall be the responsibility of the contractor to immediately rectify and brought to the attention of ICE.

The contractor shall provide monthly status reports to the COR or ICE-designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE- designee by the fifth of each month for the previous month's activities and staffing.

The contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the government for inspection.

The contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by government requirements.

1.45.8. Daily Inspections

Staff shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and alien tampering. Staff shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The contractor shall also notify the COR of any abnormalities or problems. The contractor shall immediately notify the COR or ICE-designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

1.45.9. Deviation from Prescribed Schedule Assignments

The contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the contractor shall notify the ICE- designee immediately or as soon as is practically possible.

1.45.10. Escapes

The contractor shall take all appropriate measures to prevent escapes. The contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The contractor shall be held to the following standards concerning escapes:

- a) The contractor assumes absolute liability for the escape of any alien in its control.
- b) The contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
- c) Escapes shall be grounds for removing the responsible contractor employee(s) from duty if the contractor employee(s) is/are determined by the contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the CO.
- d) Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
- e) An escape is deemed an egregious incident and subject to an expedited processing of a contract discrepancy report resulting in a deduction or withholding for any applicable standards violations.

1.45.11. Evacuation Plan

The contractor shall furnish 24-hour emergency evacuation procedures.

1.45.12. Injury, Illness, and Reports

The contractor shall immediately assist employees, aliens, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If an alien requires immediate medical attention, the detention officer shall notify the medical provider as well as the COR and/or ICE-designee.

The contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to an alien, contractor staff, ICE staff, or property damage.

The contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, status, worker's compensation status, and reference to identification of initial report.

1.45.13. Protection of Employees

The contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health Manual.

1.45.14. Sanitation and Hygienic Living Conditions

The contractor shall comply with the requirements of the OSHA and all codes and regulations associated with 29 CFR 1910 and 1926. The contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

1.45.15. Physical Plant

The physical plant will be designed in accordance with the objectives of this statement of work. While temporary in nature the facility must provide for the safety and security of staff, detainees, the facility, and personnel assigned to Fort Bliss. Facility design will comply with all requirements of ICE and the Department of Defense. The facility construction, operation, and maintenance shall ensure aliens are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be contractor-furnished and in operating condition, except as otherwise noted.

The facility shall be constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations, or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation, or government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population and overall design of the staging facility. Housing configurations must allow for separation of detainees by classification level and sex in accordance with ICE detention standards. Furnishings and fixtures maintained in each housing area must be appropriate for the security level of the assigned population. The use of semi-rigid and rigid walls will be used to provide enhanced security where necessary throughout the facility. The contractor shall employ appropriate security fixtures and staff supervision to always provide appropriate oversight of detainees to ensure good order of the facility.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The contractor shall comply with the requirements of the OSHA and all codes and regulations associated with 29 CFR §§ 1910 and 1926.

Fire alarm systems and equipment – all fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable national electrical code and life safety codes under which the facility was permitted at the time of original construction.

The contractor shall provide outside lighting enough to illuminate the entire facility and secure perimeter, subject to ICE's visual inspection and approval.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the contractor to repair such damage, to rebuild or restore the institution.

Government staff will be on-site to monitor contract performance and manage other government interests associated with operation of the facility government staff will have full access to all areas of the facility. Contractor access to government required space must be pre-approved by the COR. In cases of emergency the contractor shall notify the COR promptly.

1.46. Food Service

1.46.1. Manage Food Service Program in a Safe and Sanitary Environment

The contractor shall provide aliens with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The contractor shall provide a sack meal for aliens in custody and those who are absent during any meal or planning for departure, or meals for aliens on certain travel routes (upon order by the ICE COR or designated official). Further, the contractor shall provide alien sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the contractor shall provide sack meals for aliens in ICE custody, but not yet on the contractor's premises.

1.46.2. Minimum Daily Calories

The service provider shall follow U.S. Department of Health & Human Services Dietary Guidelines for Americans (www.dietaryguidelines.gov). The minimum daily calorie intake for aliens shall be 2,000 calories a day for women and 2,500 calories a day for men. Beverages and condiments are not to be counted as part of the daily caloric intake.

1.47. Property Accountability

1.47.1. General

ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the service provider in accordance with the Attachment 4 – Structured Cable Plant Standard.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the contractor's IT system. The system shall serve all operational components to include ICE and EOIR.

The contractor personnel shall not permit any government property to be taken away or removed from the premises. The contractor shall enact practices to safeguard and protect government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All government property furnished under this contract shall remain property of the government throughout the contract term. ICE shall maintain a written inventory of all government property issued to the contractor for performance hereunder. Upon expiration or termination of this contract, the contractor shall render a written accounting to the COR of all such property. The contractor shall assume all risk and shall be responsible for any damage to, or loss of government furnished property used by contractor employees. Normal wear and tear will be allowed.

The contractor, upon expiration or termination of services, shall immediately transfer to the COR, all government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The contractor shall cooperate fully in transferring property to the successor contractor. The government shall withhold final payment until adjustments are made for any lost property.

1.47.2. Use of government Wireless Communication Devices

All personnel that have been issued a federal government owned wireless communication device, including but not limited to, cellular telephones, pagers, or wireless Internet devices, are authorized to possess and use those items in all areas of the facility. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

1.47.3. Firearms Requirements

The contractor shall provide staff appropriate training and security equipment to maintain staff safety and good security and order of the facility, in accordance with the applicable security requirements of operating within the confines of Fort Bliss which is under the direction of the Department of Defense. The following requirements related to Firearms and Body Armor are applicable so long as they comply with local policies and procedures of the DOD command structure overseeing Fort Bliss.

The contractor shall provide well maintained or new firearms and maintain enough licensed firearms and ammunition to equip each armed detention officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract if the firearm is in serviceable condition. See Attachment 11 – ICE Firearms Policy.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated, and older ammunition utilized prior to utilization of newer ammunition. All firearms shall be licensed by the State. Armed officers are required to obtain a class G license.

The contractor shall provide enough ammunition for each armed detention officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately. The contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

Firearms shall be inspected. This shall be documented by the warden/facility director. Loading, unloading, and cleaning of the firearms shall only take place in designated areas. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools). The firearms shall be cleaned and oiled as appropriate to ensure optimum operating condition.

The contractor shall obtain and maintain on file appropriate state and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual. The contractor shall ensure that its employees always have all permits and licenses in their possession while in performance of this contract.

The contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet ICE requirements and are approved for the storage of firearms and ammunition. The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register. Except when issuing or returning ammunition or firearms, each safe/vault shall always remain locked. The contractor shall change the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The contractor shall certify firearms training to the COR. The contractor shall certify staff proficiency every quarter.

The contractor shall provide an ICE approved intermediate weapon(s).

The contractor shall assign one or more contractor staff to the positions of Ammunition control officer and Firearms control officer.

1.47.4. Body Armor Requirements

The contractor shall provide staff body armor to all armed detention officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Attachment 11 – ICE Firearms Policy.

The contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed detention officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When detention officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally owned body armor is not authorized.

Additional Equipment: The contractor shall provide the following equipment for each officer performing services under this contract unless prohibited by DOD: Metal handcuffs and a handcuff carrying case.

Handcuffs shall be equal to or better than the basic Smith & Wesson brand. One (1) mini-mag or comparable size, operational flashlight with batteries and a belt holder. Inclement weather apparel appropriate to local conditions. Fully operational protection equipment that meets universal protection requirements. This includes but is not limited to gloves, face masks, ear, and eye protection. Hand restraints, leg restraints and belly chains.

1.48. Records Management

The contractor shall provide DHS basic records management training for all government contractor employees and subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems. The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the COR that the required training has been completed for all the contractor's employees and subcontractors.

The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. government for which the agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the CO or COR. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the CO or COR to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The agency owns the rights to all information and records produced as part of this contract.

The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using government IT equipment and/or government records. The contractor shall not create or maintain any records containing any government agency data that are not specifically tied to or authorized by the contract.

The government agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

The contractor agrees to comply with Federal records management laws, regulations, and agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management by Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

No disposition of documents will be allowed without the prior written consent of the C. The agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

Upon termination or expiration of the contract, the contractor must return all Federal and agency records created or maintained as part of the contract. These records must be returned to the CO, COR, or other designated agency representative in a format that ensures they are accessible to the agency without the use of proprietary software that requires the agency to engage in additional acquisition or procurement actions.

Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

- a) A statement acknowledging awareness of relevant General Records Schedules; DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: [Records Control Schedules | National Archives](#))

- b) A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
- c) A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
- d) A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted during a records assessment and/or inspection.

The records plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

1.49. Deliverables

The following deliverables are required as described below.

#	Deliverable	Due Date
1.	Quality Control Plan	proposal submission and finalized Within 215 days after award; updated as required.
2.	Plans, Policy and Procedures Manual	15 days after award of contract
3.	Standard Operating Procedures	20 calendar days after award
4.	Post Orders	Prior to housing detainees.
5.	Communication Plan	Submission; Updated as needed
6.	Resumes of Key Personnel	As requested by COR
7.	Written Organizational Chart	Within 2 days after award proposal submission and as requested.
8.	Written Staffing Plan	Submission in 2 days after award and as requested by the COR.
9.	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR

10.	certification for standards of conduct	As requested by COR
11.	for employee violation of standards of conduct and disciplinary action	Reported immediately* to COR
12.	change in employee's health status	Notification immediately to COR (immediate verbal report, with written follow-up)
13.	employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Notification immediately to COR (immediate verbal report, with written follow-up)
14.	Report of any on contract employee misconduct	Notification immediately to COR (immediate verbal report, with written follow-up)
15.	e-QIP Security Process	Prior to EOD
16.	Physical Force Incident Reports	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
17.	Report of escapes	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
18.	threat to safety, health or welfare	Reported to COR immediately (immediate verbal report, with written report within 24 hours of incident)
19.	Drug Test Results	Upon EOD and as requested by COR, or reported immediately to COR upon found violation
20.	Emergency Call Back Roster	Quarterly or as needed
21.	Training Plan, with Curriculum	Within 15 calendar days of award of contract; Updated as Needed
22.	Quarterly Training Forecast	Quarterly
23.	Training certification and reports for formal and on the job training (including Supervisors and refresher)	As requested by COR

24.	Daily Time Sheet	As requested by COR
25.	Emergency Action Plan to include Auxiliary Power procedures	in 15 calendar days of award of contract; Updated as Needed
26.	Sexual Assault & Suicide Prevention Program	No later than the post award conference
27.	Firearms Training Certificates	Annually
28.	Employee Weapon Permit	ays prior to EOD, and then after as requested by COR
29.	Notification of employee criminal activity	Reported immediately to COR and appropriate law enforcement agency.
30.	Officer Testing Questions and Results	Post award, as needed by the COR
31.	Key, Tool Cabinet Inventory Class A and Class B Log	At the beginning of day and end of each shift
32.	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
33.	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
34.	Regular Tool Control Log	Monthly
35.	Safety Devices/Equipment Training Plan	Quarterly
36.	Chemical Perpetual Inventory Sheet	As requested by COR

37.	Compliance and Independent Audit Report	Annually
38.	Key Indicators Report	of each month for previous month's data
39.	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
40.	Commissary Inventory List	As requested by COR
41.	Statement of Detainee Funds Accounts	As requested by COR
42.	IT Security Plan	lar days after award of contract
43.	Finalized List of Approved Food Vendors	eks prior to accepting detainees and upon any changes thereafter
44.	Prime Vendor/Food Service Expenditures	As requested by COR

45.	Employee Meal Ticket Sales Report	As requested by COR
46.	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR
47.	Detainee Records	Continuous
48.	Detainee Death	Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident)
49.	Detainee Departure Documents	Continuous, prior to detainee departing.
50.	35 Day Regular Menu	Monthly

51.	Physical damage to the facility documentation	Immediate verbal report to COR, with written report within five (5) days.
52.	Detainee Special Needs Menu	As requested by COR
53.	Daily Diet List (Medical & Religious)	As requested by COR
54.	Holiday Menus	Annually
55.	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract
56.	Food Service Weekly Inspection Log	Weekly or as requested by COR
57.	Food Handler Certification	Always maintained for all food service employees, and as requested by COR
58.	Food and Non-Food Inventory	Monthly or as requested by COR
59.	Maintenance Service Work Orders	As requested by COR
60.	Common Fare Cost for Detainees	Quarterly, or as requested by COR
61.	Monthly Medical Inspection Corrective Actions	Monthly
62.	Dietician In- Service Staff Training and Department Inspection	Quarterly, or as requested by the COR
63.	Medical Clearance including TB test	For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually.
64.	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually

65.	Month Food Service Cost Report, including Cost Per Meal Data	Annually
66.	Surveillance Video	As requested by COR
67.	Detainee or Contractor Employee Contraband Found Report	Immediately to COR (immediate verbal report, with written follow-up)
68.	Staff Vacancy Report	of each month for previous month's data
69.	Additional Reports as requested by the COR	As needed
70.	Notice of facility readiness	10 days prior to the end of the Transition Period
71.	Records related to performance by contractor	As requested by CO or COR at any time during the term of the contract or at termination/expiration.
72.	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
73.	Congressional Inquiry	Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO
74.	Press statements and/or releases	To FOD, DFOD & COR prior to release
75.	Correctional Officer assignment, Names of Correctional Officers, and Shift Rosters	As requested by COR
76.	Overnight lodging requests	Advance of commencement of overnight trip
77.	Non-returned ID Badges/Credentials	Immediately to COR

78.	Intelligence Information	Immediately to COR
79.	Serious Incidents	Immediately to COR
80.	Contractor Employee Manual	Within 20 calendar days of award of contract and after that anytime as requested by the COR.
81.	Any requested Detainee medical documentation	Immediately to COR
82.	Medical and Personnel Records of Contractor Employees	As requested by COR
83.	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as directed by COR.
84.	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
85.	Correctional Officer Post Assignment Record	As requested by COR
86.	Count Records	As requested by COR
87.	GSA Form 139 or ICE equivalent	As requested by COR
88.	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty
89.	Lost and found	As requested by COR
90.	Security incidents – computers	To COR within four (4) hours of incident

91.	Daily Detainee Manifest	As requested by COR
92.	Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP (see Attachment 13 and 13A) or NDS requirements or any modified version of it published by ICE	As outlined within the requiring document
93.	Spill Report	Immediately to COR
94.	Transition-Out	tion of transition to new vendor
95.	Operational Data/Metrics Summary	Due within three (3) days of request
96.	Risk Mitigation Chart	Submission 10 days after award, updated as necessary
97.	Firearms Control Register (if applicable)	As requested by COR

Note: The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the government. Given the urgency of this requirement timeframes in this chart are subject to change per direction of the CO or COR.

The CO or COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the government of the initial deliverable.

Upon receipt of the government comments, the contractor shall have fifteen (15) business days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form. If written acceptance, comments and/or change requests are not issued by the government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product. The contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format as deemed appropriate.

1.50. Personnel Background Security Requirements

1.50.1. General

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as contractor) have access to sensitive DHS information, and that the contractor will adhere to the following.

1.50.2. Preliminary Fitness Determination

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor applicants/employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination by the Office of Professional

Responsibility (OPR), Personnel Security Division (PSD). No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination by OPR PSD. Contract employees are processed under 5 CFR 731 dated December 18, 2024, and DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, or successors thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process. Sexual Abuse and Assault Prevention Standards implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003)).

1.50.3. Contractor Employee Fitness Screening

Screening criteria under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, Personnel Security, Suitability and Fitness Program, dated June 14, 2017, or successor thereto, and Title 5, CFR part 731, dated December 18, 2024, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal conduct;
- Material, intentional false statement or deception of fraud in examination or appointment; ☐ Dishonest conduct;
- Excessive alcohol use, without evidence of rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees);
- Violent conduct; and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity or promote the efficiency of the service.

Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards)

implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, undocumented noncitizens shall not be employed by the contractor.

1.50.4. Position Designation

IAW Title 5, CFR part 731, dated December 18, 2024, and 5 CFR 1400. Agencies are required to designate position risk and sensitivity level for all contractor employees to determine the commensurate level of background investigation. The public trust risk of a position is the assessment of the degree of potential damage to the efficiency or integrity of the service that could arise from misconduct by the incumbent in the position.

Therefore, once the contract is awarded and before the vendor starts submitting personnel for security vetting, the contractor will provide, through the Contracting Officer's Representatives (CORs) a list of all positions, to include titles and specific description of the duties for each of positions assigned to support the contract.

1.50.5. Background Investigations

Contractor employees (to include applicants, temporary, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties everyone will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through OPR PSD. Contractor applicant/employees are nominated by a Contracting Officer Representative (COR) for consideration to support this contract via submission of the DHS Form 11000-25 and ICE Supplement to the DHS Form 11000-25 to OPR PSD. This contract shall submit the following security vetting documentation to OPR PSD, through the COR, within 10 days of notification of initiation of an Electronic Application for Background Investigations (eAPP), or successor thereto, in the Office of Personnel Management (OPM) automated on-line system:

1. Standard Form 85P (Standard Form 85PS (with supplement to 85P required for those with direct contact with detainees or armed positions)), "Questionnaire for Public Trust Positions" form completed online and archived by the contractor applicant/employee in their NBIS eAPP account.
2. Signature Release Forms (Three total) generated by NBIS eAPP upon completion of Questionnaire (e-signature recommended/acceptable). Completed online and archived by the contractor applicant/employee in their NBIS eAPP account.
3. Electronic fingerprints taken at an approved facility OR two (2) SF 87 Fingerprint Cards (current revision) sent to OPR PSD. Additional information regarding fingerprints will be sent to the contractor applicant/employee from OPR PSD.
4. Optional Form 306 Declaration for Federal Employment. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.

5. Social Security Administration 89 form (SSA-89): Authorization for the Social Security Administration (SSA) to Release Social Security Number (SSN) Verification. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
6. If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards). This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
7. One additional document may be applicable if the contractor applicant/employee was born abroad. If applicable, the document will be sent as an attachment in an e-mail to OPR PSD from the contractor applicant/employee.

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under transfer of trust. The questionnaire related to 6 CFR § 115.117 listed above in item 5 will be required for positions designated under PREA. OPR PSD will determine if personnel meet transfer of trust requirements at the initial stage of processing and prior to requesting a new security questionnaire.

With respect to break-in-service requirements for transfer of trust, OPM removed the 24-month break-in-service provision. This requirement is replaced with a new process, established in the Federal Personnel Vetting Investigative Standards issued by the Suitability, Credentialing, and Security Executive Agents, which expands this window of time up to sixty months using a tiered, risk-based approach of graduated levels of investigation.

IAW 5 CFR 731 and E.O. 13764, the fixed five-year periodic reinvestigation for public trust positions and national security positions will soon be eliminated and only once personnel are enrolled in a continuous vetting program. Therefore, PSD will continue the reinvestigation process until this process is completed.

Required information for submission of security packet will be provided by OPR PSD at the time of award of the contract. Only complete packages will be accepted by OPR PSD as notified by the COR.

To ensure adequate background investigative coverage, contractor applicants/employees must currently reside in the United States or its Territories. Additionally, contractor applicants/employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor applicant/employee ineligible due to insufficient background coverage). This timeline is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024.

1.50.6. Continued Eligibility

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6

CFR § 115.117. The CO or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support.

OPR PSD will conduct periodic reinvestigations every five years, or when derogatory information is received, to evaluate continued fitness of contractor employees.

The Federal Government is transitioning to Trusted Workforce (TW) 2.0. TW 2.0 is a whole-of- government background investigation reform effort overhauling the personnel vetting process by creating a government-wide system that allows transfer of trust across organizations. All contractor employees will be subjected to the transition and will be enrolled into continuous vetting at a date to be determined and via a to be determined continuous vetting system. Enrollment will include multiple requirements from all personnel and potential changes to processes, procedures, and systems. This contract will comply with all requirements that facilitate the mandated transition to TW 2.0.

1.50.7. Required Reports

The contractor will notify OPR PSD, via the COR providing an ICE Form 50-005, Contractor Employee Separation Clearance Checklist, of all terminations/resignations of contractor employees under the contract within five days of occurrence to the ICEDepartureNotification@ice.dhs.gov. The contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The contractor will report any adverse information coming to their attention concerning contractor employees under the contract to OPR PSD, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the contractor employees' name and social security number, along with the adverse information being reported.

The contractor will provide, through the COR, a quarterly report (on a Microsoft Excel Spreadsheet) containing the names of contractor employees who are actively serving on their contract. The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/ voucher processing to ensure accuracy. This list is what ICE Industrial Security uses to reconcile the contract quarterly.

CORs will submit reports to PSD-Industrial-Security@ice.dhs.gov no later than the 10th day of each January, April, July and October.

Contractors, who are involved with management and/or use of information/data deemed

“sensitive” to include “law enforcement sensitive” are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information Non-Disclosure Agreement (NDA) for contractor employee access to sensitive information. The NDA will be administered by the COR to all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, DHS Policy for Sensitive Information and ICE Policy 4003, Safeguarding Law Enforcement Sensitive Information.”

DHS Management Directive 11042.1, DHS Policy for Sensitive Information:

https://www.dhs.gov/sites/default/files/publications/Management%20Directive%2011042.1%20Safeguarding%20Sensitive%20But%20Unclassified%20%28For%20Official%20Use%20Only%29%20Information_0.pdf;

ICE Policy 4003, Safeguarding Law Enforcement Sensitive Information:

<https://www.ice.gov/node/64612>

Any unauthorized disclosure of information will be reported to ICE.ADSEC@ice.dhs.gov.

1.50.8. Security Management

The contractor shall appoint a senior official to act as the corporate security officer. The individual will interface with OPR PSD through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the contractor.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the contractor in complying with the security requirements under this contract. Should the COR determine that the contractor is not complying with the security requirements of this contract, the contractor will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

1.50.9. Information Technology Security

When sensitive government information is processed on department telecommunications and automated information systems, the contract company agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, Information Technology Systems Security (or its replacement).

Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with department security policy are subject to having their access to department IT systems and facilities terminated, regardless of if the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

1.50.10. Information Technology Security Training and Oversight

In accordance with Office of the Chief Information Officer (OCIO) requirements and provisions, all contractor employees accessing department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Cybersecurity Awareness Training (CSAT) will be required upon initial access and annually thereafter. CSAT training will be provided by the appropriate component agency of DHS.

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on the ICE Training System (ITS) or by contacting ICE.ADSEC@ice.dhs.gov. Contractor employees with significant security responsibilities shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

1.51. Transition

1.51.1. Transition-In

The contractor shall be responsible for the transition of all activities identified in this PWS. The contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 30 days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing contractor. It shall be conducted in a manner consistent with safe operation requirements. The contractor shall submit a final transition-in plan for approval by the COR within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the contractor and expected completion dates of those activities. All activities must be completed during transition periods. The transition-in plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Transfer of documentation.
- c) Transfer of current project activities.
- d) Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities.
- e) Coordination of knowledge transfer sessions with the incumbent contractor.
- f) Favorable EOD for all Contractor staff from the ICE PSU.
- g) Coordination of transition with COR and local field office.

h) Any additional information required by other clauses contained in this contract.

The transition-in plan shall be approved by the COR and describe the contractor's process for transitioning from the incumbent with no disruption in operational services.

1.51.2. Transition-Out

The contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The contractor shall submit the transition-out plan one (1) month prior to the completion of the period of performance of this contract or upon direction of the CO. The contractor's transition-out plan shall be approved by the COR. The contractor shall complete the transition by the end of the period of performance of this contract. The transition-out plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Briefing on all in-progress and committed items.
- c) Any additional information required by other clauses contained in this contract.

The contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services. The contractor will return the government provided site to its original condition at the conclusion of this contract and under a timeframe agreed to by ICE.

1.52. Detention Facility Robotics Process Automation (RPA)

The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention bed space, ground transportation costs and any other additional costs covered by the current contract will be recorded utilizing the Detention-Transportation Template. This data template shall be completed in its entirety in the established format once all data supporting the monthly operations is available.

Once completed, the Detention-Transportation Template must be submitted to both the ERO

Field Office Contracting Officer Representative (COR) and the ERO RPA Team Mailbox

(erorpa@ice.dhs.gov). Please also note that the requirement for submission of the Detention- Transportation Template is prior to and in addition to the invoice submission requirement already included in this contract. Please note that Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

2.0 Glossary

ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the alien in the general population would pose a threat to life, property, self, staff, or other aliens or to the security or orderly running of the facility. This housing status also includes aliens who require protective custody, those who cannot be placed in the local population because they are in route to another

facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.

ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.

BED-DAY: The total billable cost to the government to maintain and house one alien for one day. Bed-day means an alien that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.

BED-DAY RATE: The rate charged for each individual alien per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the Performance Work Statement (PWS).

BOOKING: A procedure for the admission of an Immigration and Customs Enforcement (ICE) alien, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the alien into ICE systems upon receiving the alien.

BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

CATEGORICAL EXCLUSION (CATEX): Activities that do not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because the activities have been determined to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.

CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.

CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

-Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, an alien found in possession of hard contraband could face disciplinary action or criminal prosecution.

-Soft Contraband: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

CONTRACTING OFFICER (CO): An employee of the government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): Employees of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTRACTOR: The entity, which provides the services, described in this PWS.

CONTRACTOR EMPLOYEE: An employee of a private contractor hired to perform a variety of detailed services under this contract.

CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the U.S. government, which includes ICE.

DEPARTMENT OF JUSTICE (DOJ): A department of the U.S government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the federal BOP, and the U.S. Marshals Service.

DESIGNATED SERVICE OFFICIAL: An employee of ICE designated in writing by the ICE Field Office Director to represent ICE on matters pertaining to the operation of the facility.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

DETAINEE RECORDS: Information concerning the individual's personal, criminal, and medical history, behavior, and activities while in custody, including, but not limited to: -Alien, Personal Property

-Receipts, Visitors List, Photographs

-Fingerprints, Disciplinary Infractions

-Actions Taken, Grievance Reports, Medical -
Records, Work Assignments, Program Participation -
Miscellaneous Correspondence, etc.

DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of aliens during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

DETENTION OVERSIGHT UNIT (DOU): The purpose of the ICE DOU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both aliens and staff.

DIRECT SUPERVISION: A method of alien management that ensures continuing direct contact between aliens and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from aliens by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with aliens.

DIRECTIVE: A document issued by the U.S. government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.

DISCIPLINARY SEGREGATION: A form of separation from the general population made for disciplinary reasons. This form of segregation may be used only after a finding by a disciplinary hearing panel that the detained individual is guilty of a prohibited act or rule violation.

EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.

EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of aliens who are in the U.S illegally.

ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.

ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.

ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary studies, consultation, and public involvement needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEX, documentation in the form of an EA and FONSI or a final EIS and record of decision (ROD).

ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the EOIR is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.

FACILITY: The physical plant and grounds in which the contractor's services are operated.

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.

FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.

GOVERNMENT: Refers to the U.S. government.

GRIEVANCE: A written complaint filed by an alien with the facility administrator concerning personal health/welfare or the operations and services of the facility.

HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the alien population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to aliens in keeping with their respective levels of health care training or experience.

HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to aliens on an ambulatory or observation basis.

ICE HEALTH SERVICE CORPS (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive alien health care program.

IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.

INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any alien rule infraction, etc.

JUVENILE DETAINEE: Any alien under the age of eighteen (18) years.

KEY PERSONNEL: Any one of the following positions employed by the contractor; warden or facility director, assistant warden or assistant facility director, supervisory detention officer, training officers, quality assurance manager, corporate security officer.

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

LOGBOOK: The official record of post operations and inspections.

MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the alien record: date and time of all medical examinations; and copies of standing or direct medical orders from the physician to the facility staff.

MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived aliens who could pose a health or safety threat to themselves or others.

MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.

MOBILIZATION: Mobilization costs proposed by offerors shall be one-time costs inclusive of all startup costs, all stand-up of facilities, infrastructure, temporary facility construction, site preparation, logistics, materials, utilities, and starting labor etc. required for a complete "turnkey" facility.

NON-CONTACT VISITATION: Visitation that restricts aliens from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.

ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of aliens for hearings, ICE interviews, medical watches, and any other location requested by the COR.

PAT DOWN SEARCH: A quick patting of the alien's outer clothing to determine the presence of contraband.

PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA): An evaluation and report prepared to identify potential or existing environmental contamination liabilities associated with real property. Phase I ESAs must be carried out in accordance with the standard promulgated in American Society for Testing and Materials (ASTM) 1527-13.

POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.

PROJECT MANAGER: Contractor employee responsible for on-site supervision of all contractor employees, with the authority to act on behalf of the contractor. The Project Manager cannot simultaneously serve in the role of manager and detention officer or supervisory detention officer.

PROPERTY: Refers to personal belongings of an alien.

PROPOSAL: The written plan submitted by the contractor for consideration by ICE in response to the solicitation.

QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

QUALITY ASSURANCE: The actions taken by the government to assure requirements of the PWS are met.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A government-produced document that is based on the premise that the contractor, and not the government, is responsible for the day-to-day operation of the facility and all the management and quality control (QC) actions required to meet the terms of the contract. The role of the government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.

QUALITY CONTROL (QC): The contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

QUALITY CONTROL PLAN (QCP): A contractor-produced document that addresses critical operational performance standards for services provided.

RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.

RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, considering vacation, sick leave, training days, and other types of leave.

RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the alien population of the facility.

RESTRAINT EQUIPMENT: This includes but is not limited to handcuffs, belly chains, leg irons, straitjackets, flexi cuffs, soft (leather) cuffs, and leg weights.

SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control aliens. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of aliens.

SECURITY RISK – HIGH, MEDIUM, LOW:

-High-Risk Level – (Level 3) Aliens exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These aliens may not be co-mingled with low custody aliens.

-Medium High-Risk Level – (Level 2) Aliens exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These aliens have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.

-Medium Low-Risk Level – (1.5) Aliens with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.

-Low-Risk Level – (Level 1) Aliens exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any alien with a felony conviction that included an act of physical violence. Low-risk level aliens may not be co-mingled with high custody aliens.

SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Alien records are considered sensitive information.

SIGNIFICANT EVENT NOTIFICATION REPORT: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

SPECIAL MANAGEMENT UNIT: A housing unit for aliens removed from the general population, whether voluntary (i.e., detainee requested) or involuntary (i.e., facility initiated).

STRIP SEARCH: An examination of an alien's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.

SUITABILITY CHECK: Security clearance process for contractor and all contractor Employees to determine favorable suitability to work on a government contract.

TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.

TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR or ICE- designee.

TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of aliens from place to place necessary for processing, hearings, interviews, etc.

TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes but is not limited to the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.

WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, Billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

SECTION 10 - CLASS I – FOOD, RATIONS, AND WATER SUPPLIES (SUBCLIN 0001AJ)

10.1 If the required activity requires food, rations, or water supplies such as fresh fruit and vegetables (FFV), the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts for food, rations, or water supplies (i.e. Defense Logistics Agency) is mandatory when available.

10.2 BOTTLED WATER (ELIN AJ01)

10.2.1 Contractor shall provide for the furnishing of fresh, potable water in bottles in accordance with AR 40–657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service.

10.2.2 ELIN AJ01 Bottled Water Unit of Issue is CASE (CS).

10.3 OTHER CLASS I – FOOD, RATIONS, AND WATER SUPPLIES (RESERVED ELIN AJ02-AJ9Z)

10.3.1 Authorized ordering officer may request supplies that are categorized Class I – Food, Rations, and Water Supplies that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

10.3.2 Contractor shall provide for the furnishing Class I – Food, Rations, and Water Supplies in accordance with AR 40–657/NAVSUP 4355.4H/MCO P10110.31H Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service unless a Food Water Risk Assessment is conducted by the requiring activity.

10.3.3 Other Class I – Food, Rations, and Water Supplies may require services not established in the identified ELIN(s). Other Class I – Food, Rations, and Water Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

10.3.3.1 Other Class I – Food, Rations, and Water Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

10.3.3.2 Other Class I – Food, Rations, and Water Supplies Non-Incorporated Reserved ELIN(s) (ELIN AJ02- AJ9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope.

SECTION 11 - CLASS II – CLOTHING SUPPLIES (SUBCLIN 0001AK)

11.1 If the requiring activity requires Class II – Clothing Supplies, the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts for Class II – Clothing Supplies (i.e. Defense Logistics Agency) is mandatory when available.

11.2 Authorized ordering officer may request supplies that are categorized Class II – Clothing Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

11.3 Other Class II – Clothing Supplies may require supplies not established in the identified ELIN(s). Other Class II – Clothing Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

11.3.1 Other Class II – Clothing Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

11.3.2 Other Class II – Clothing Supplies Non-Incorporated Reserved ELIN(s) (ELIN AK01-AK9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope.

SECTION 12 – CLASS III – PETROLEUM, OILS, AND LUBRICANTS SUPPLIES (SUBCLIN 0001AL)

12.1 If the requiring activity requires Class III – Petroleum, Oils, And Lubricants Supplies, the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts for Class III – Petroleum, Oils, And Lubricants Supplies (i.e. Defense Logistics Agency) is mandatory when available.

12.2 Authorized ordering officer may request supplies that are categorized Class III – Petroleum, Oils, And Lubricants Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

12.3 Other Class III – Petroleum, Oils, And Lubricants Supplies may require supplies not established in the identified ELIN(s). Other Class III – Petroleum, Oils, And Lubricants Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

12.3.1 Other Class III – Petroleum, Oils, And Lubricants Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

12.3.2 Other Class III – Petroleum, Oils, And Lubricants Supplies Non-Incorporated Reserved ELIN(s) (ELIN AL01- AL9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope.

SECTION 13 - CLASS IV – CONSTRUCTION MATERIALS SUPPLIES (SUBCLIN 0001AM)

13.1 If the requiring activity requires Class IV – Construction Materials Supplies, the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts for Class IV – Construction Materials Supplies (i.e. Defense Logistics Agency) is mandatory when available.

13.2 Authorized ordering officer may request supplies that are categorized Class IV – Construction Materials Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

13.3 Other Class IV – Construction Materials Supplies may require supplies not established in the identified ELIN(s). Other Class IV – Construction Materials Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

13.3.1 Other Class IV – Construction Materials Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

13.3.2 Other Class IV – Construction Materials Supplies Non-Incorporated Reserved ELIN(s) (ELIN AM01- AM9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope.

SECTION 14 - CLASS VI – PERSONAL ITEMS SUPPLIES (SUBCLIN 0001AN)

14.1 If the requiring activity requires Class VI – Personal Items Supplies, the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts Class VI – Personal Items Supplies (i.e. Defense Logistics Agency) is mandatory when available.

14.2 Authorized ordering officer may request supplies that are categorized Class VI – Personal Items Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

14.3 Other Class VI – Personal Items Supplies may require supplies not established in the identified ELIN(s). Other Class VI – Personal Items Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

14.3.1 Other Class VI – Personal Items Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

14.3.2 Other Class VI – Personal Items Supplies Non-Incorporated Reserved ELIN(s) (ELIN AN01- AN9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope.

SECTION 15 - CLASS VIII – MEDICAL SUPPLIES (SUBCLIN 0001AP)

15.1 If the requiring activity requires Class VIII – Medical Supplies, the requirement must be primarily satisfied through other U.S. Government contracts. Use of these contracts for Class VIII – Medical Supplies (i.e. Defense Logistics Agency) is mandatory when available.

15.2 Authorized ordering officer may request supplies that are categorized Class VIII – Medical Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

15.3 Other Class VIII – Medical Supplies may require supplies not established in the identified ELIN(s). Other Class VIII – Medical Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

15.3.1 Other Class VIII – Medical Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

15.3.2 Other Class VIII – Medical Supplies Non-Incorporated Reserved ELIN(s) (ELIN AP01-AP9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

SECTION 16 – OTHER SUPPLIES (SUBCLIN 0001AQ)

16.1 Authorized ordering officer may request supplies that are categorized as Other Supplies, that are not separately identified or priced in this PWS. In these instances, the RTOP shall detail the supplies, together with the required quantities and units of issue. Contractor shall provide a proposal for these items in response to the RTOP. The identified services on the RTOP shall either cite the applicable paragraph in the PWS or provide a separate PWS.

16.2 Other Supplies may require supplies not established in the identified ELIN(s). Other Supplies point of deliveries may be on or off U.S. Government installations. Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Reserved ELIN(s) may require expanding existing performance work statements or incorporating separate performance work statements. Reserved ELIN(s) Units of Issue shall be established on the RTOP and incorporated into the eventual task order.

16.2.1 Other Supplies Incorporated Reserved ELIN(s). Incorporated Reserved ELIN(s) have specific details or requirements already incorporated. Incorporated Reserved ELIN(s) are identified and may require revisions to the ELIN performance work statement

16.2.2 Other Supplies Non-Incorporated Reserved ELIN(s) (ELIN AK01- AK9Z). Non-incorporated Reserved ELIN(s) may be established on the RTOP and incorporated into the eventual task order. Non-incorporated Reserved ELIN(s) are reserved to accommodate changes, additions, or specifications that may arise during the contract's execution phase but are not currently defined but are within the contractual scope. Non-incorporated Reserved ELIN(s) require incorporating a separate performance work statement on the RTOP and incorporation into the eventual task order.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0001AK	N/A	N/A	N/A	Government
0001AL	N/A	N/A	N/A	Government
0001AM	N/A	N/A	N/A	Government
0001AN	N/A	N/A	N/A	Government
0001AP	N/A	N/A	N/A	Government
0001AQ	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	Government
1001AB	N/A	N/A	N/A	Government
1001AC	N/A	N/A	N/A	Government
1001AD	N/A	N/A	N/A	Government
1001AE	N/A	N/A	N/A	Government
1001AF	N/A	N/A	N/A	Government
1001AG	N/A	N/A	N/A	Government
1001AH	N/A	N/A	N/A	Government
1001AJ	N/A	N/A	N/A	Government
1001AK	N/A	N/A	N/A	Government
1001AL	N/A	N/A	N/A	Government
1001AM	N/A	N/A	N/A	Government
1001AN	N/A	N/A	N/A	Government
1001AP	N/A	N/A	N/A	Government
1001AQ	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-14	Inspection of Transportation	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0001AK	N/A	N/A	N/A	N/A
0001AL	N/A	N/A	N/A	N/A
0001AM	N/A	N/A	N/A	N/A
0001AN	N/A	N/A	N/A	N/A
0001AP	N/A	N/A	N/A	N/A
0001AQ	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A
1001AC	N/A	N/A	N/A	N/A

1001AD N/A	N/A	N/A	N/A
1001AE N/A	N/A	N/A	N/A
1001AF N/A	N/A	N/A	N/A
1001AG N/A	N/A	N/A	N/A
1001AH N/A	N/A	N/A	N/A
1001AJ N/A	N/A	N/A	N/A
1001AK N/A	N/A	N/A	N/A
1001AL N/A	N/A	N/A	N/A
1001AMN/A	N/A	N/A	N/A
1001AN N/A	N/A	N/A	N/A
1001AP N/A	N/A	N/A	N/A
1001AQ N/A	N/A	N/A	N/A
1003 N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-16	Variation In Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

G.1.1 PROCURING CONTRACTING OFFICER (PCO):

G.1.1.1 Contracting Officers assigned to this contract are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.

G.1.1.2 The Procuring Officer for this contract is: Mr. Thomas Kunish
Contracting Office: NAVSUP 02 Contracting Directorate
Email: wexmac@us.navy.mil

G.1.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

G.1.2.1 The COR will monitor contract performance on behalf of the Contracting Officer and compliance with terms and conditions of the contract.

G.1.2.2 Also, the COR will receive all documentation required by the contract for the services/supplies ordered, inspected, accepted during the port visits.

G.1.2.3 Various CORs may be assigned to this contract. All customers authorized to use the contract will nominate a COR for their task orders. The appointed COR's data will be provided upon the award of the respective task orders.

G.1.3 AUTHORIZED ORDERING OFFICERS

G.1.3.1 All Federal Agencies warranted Contracting Officers (KO), contract specialists, purchasing agents, and other duly appointed individuals are designated as Authorized Ordering Officers. The Authorized Ordering Officers are responsible for issuing and administering any orders placed hereunder. Authorized Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Authorized Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the PCO for contractual action.

G.1.3.2 Written authorization is required from the Procuring Contracting Officer (PCO) for any entity outside U.S. Federal Agencies to include but not limited to: North Atlantic Treaty Organization (NATO), and other foreign countries participating in U.S. Military or NATO exercises and missions. Once appointed as an Authorized Ordering Officer, the Authorized Ordering Officers are responsible for issuing and administering any orders placed hereunder. Authorized Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Authorized Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the PCO for contractual action.

G.1.3.3 Authorized Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, as well as perform Terminations for Convenience or Terminations for Default with notification of such actions submitted to the PCO. Authorized Ordering Officers also have authority and are responsible for resolving ombudsman letters, protests, Requests for Equitable Adjustments (REA) and Disputes involving a task order. However, contractors shall copy the Navy PCO when forwarding an ombudsman letter, protest, REA or Dispute to the Ordering Officer.

G.2 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

G.2.1 General. The Government will monitor and evaluate the Contractor's performance under this contract. The information gathered will be formalized as a Contractor Performance Assessment Report (CPAR) and entered into the Government automated information system, Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.15 and Navy's CPARS Guide. All information contained in CPARS may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304, when past performance is an evaluation factor for award. The assessment will be conducted periodically in accordance with the following evaluation cycles:

G.2.1.1 Initial Report - Required after the first 180 days of performance under the new contract, and may include up to the first 365 days of performance.

G.2.1.2 Intermediate Report - Required every 12 months after the initial report throughout the entire ordering period of the contract.

G.2.1.3 Final Report - Required upon contract completion.

G.2.1.4 Note: Out-of-Cycle Report may be prepared when there is a significant change in performance that alters the assessment in one or more evaluation area(s).

G.2.2 Notification. Upon completion of each CPAR, the Contractor will be notified of the Government's evaluation of its performance and of the entry into the CPARS. The Contractor will be allowed thirty (30) days to respond in writing to the Government's assessment of its performance. Any Contractor responses will also form part of the CPARS.

G.2.3 Information. Information contained in the CPAR may include, but not be limited to, quality of Contractor's products or services (conformance to contract requirements, specifications and standards of good workmanship); Contractor's schedule (timeliness and adherence to the completion of the contract, task orders, delivery schedules, and administrative aspects of contract performance); and Contractor's business relations and management (integration and coordination of all activity needs to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, Contractor's history of reasonable and cooperative behavior, and commitment to customer satisfaction).

G.2.4 Release of Data. CPARS information is considered business sensitive and will not be released except; (1) to other Federal procurement activities which request it; (2) when the Government must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the Contractor.

G.2.5 The guidebook for CPARS is electronically accessible at the following address: <https://www.cpars.gov/>

G.3 TASK-ORDER OMBUDSMAN

G.3.1 This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order Ombudsman for the ordering activity.

G.3.2 Before consulting with the task-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

CLAUSES INCORPORATED BY FULL TEXT

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

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

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

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	Determined at Task Order
Issue By DoDAAC	Determined at Task Order
Admin DoDAAC**	Determined at Task Order
Inspect By DoDAAC	Determined at Task Order
Ship To Code	Determined at Task Order
Ship From Code	Determined at Task Order
Mark For Code	Determined at Task Order
Service Approver (DoDAAC)	Determined at Task Order
Service Acceptor (DoDAAC)	Determined at Task Order
Accept at Other DoDAAC	Determined at Task Order
LPO DoDAAC	Determined at Task Order
DCAA Auditor DoDAAC	Determined at Task Order
Other DoDAAC(s)	Determined at Task Order

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

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

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

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 ROLLING ADMISSIONS AND REMOVALS

H.1.1 The Government retains the discretion to evaluate the necessity and benefits of initiating new competitions with the intent to incorporate additional contractors into the WEXMAC. This evaluation will consider several factors, including, but not limited to, the task order competition, task order costs, and adjustments to the maximum contract value. Should this assessment reveal that integrating additional contractors serves the Government's best interest, the Procuring Contracting Officer (PCO) is authorized to announce a new competition for such inclusion.

H.1.2 For contractors currently holding WEXMAC contracts, the Government reserves the right to initiate competitions to permit these contractors to serve additional geographical regions.

H.1.3 The Government mandates consistent high performance and timely submissions of task order proposals from all MAC contractors. Failure to meet these standards, including but not limited to, repeated poor performance or the neglect to submit proposals for task orders, may result in the contractor's removal from the WEXMAC.

H.2 ORDERING PROCEDURES

H.2.1 GENERAL

H.2.1.1 One or more task orders may be issued during the ordering period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer (KO) within the scope of this contract. It is understood and agreed that the Government has no obligation to issue any orders except the guaranteed minimum order (CLIN 0002). In the event of any inconsistency between any Order and the contract, the contract shall control. All task orders off of the IDIQ award will incorporate all terms of the contract unless otherwise specified in the task order.

H.2.1.2 Price will generally be the most important criteria for task order selections, but the Federal Agency may award the task order to other than the lowest priced offeror. When awarding a task order, the Authorized Ordering Officer may consider past performance (including personal knowledge of the contractor's performance on prior task orders and QASP reports), and any other factors relevant to determining whether the contractor is capable of providing better value in performing the services required by the DoD for an upcoming task order (including proposed approaches to addressing any special technical features of the supplies and services required for effective performance of the task order).

H.2.1.3 When government property is to be furnished to the contractor, the RTOP will include the list of Government Furnished Property/Equipment that will be furnished during the requesting activity visit. At the time of task order award the list of GFP/GFE will be incorporated on the task order. The COR and contractor shall maintain adequate records to ensure that the property furnished has been inspected before acceptance by contractor for use, is returned and/or that material has been consumed in the performance of work, in accordance with GPF/GFE clauses has been incorporated to the contract.

H.2.2 PROCEDURES FOR PLACING ORDERS UNDER MULTIPLE AWARD CONTRACTS

H.2.2.1 This will be a multiple award contract administered in accordance with FAR 16.505.

H.2.3 REQUEST FOR TASK ORDER PROPOSALS

H.2.3.1 RTOPs will be sent via electronic mail or other media appropriate for the RTOP, such as web based interface. The RTOP will identify, by ELIN, the supplies and services the Government requires for an upcoming Task Order. When responding to an RTOP, contractors shall propose firm-fixed prices for

established ELINs and “Other Items” ELINs. Firm-Fixed-Prices for all items will be set at the Task Order level. The Contractor shall select subcontractor (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract, when relying on subcontractor infrastructure to satisfactorily perform.

H.2.3.2 The prime contractor, not the subcontractor, will be ultimately responsible for meeting the objectives of each task order award. If the task order services or supplies will be provided by subcontractors, to include but not limited to host nation and/or host authorities, the prime contractor must assure the government that it has the applicable backup plan(s) or adequate resources/assets to support the effort successfully in case the subcontractor is unable to support.

H.2.3.3 The contractor’s response to an RTOP will constitute an “offer” as this term is defined in FAR 2.101 (“Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract”). By submitting an offer, the contractor grants the Government the right to accept the offer and form a binding obligation on the contractor to perform the Task Order at the prices set forth in the offer. Task orders will be awarded in accordance with FAR 16.505. The Government will award Task Orders in most cases with little or no discussions. The Government may accept any item or group of items of an offer, unless the contractor qualifies the offer by specific limitations. This limitation shall be clearly specified on the proposal and shall be included on the e-mail message when submitting the proposal. The Government reserves the right to make a task order award for any item for a quantity less than the quantity offered, at the unit prices offered, unless the contractor specifies otherwise in the offer.

H.2.3.4 Contractors are cautioned against failing to offer pricing on all items solicited in the RTOP, or offering substitute items, as this may result in rejection of the offer for not meeting the government’s requirements. If the offeror submits substitute items, it shall explain how the substitute items will save the Government money or are a better value over the items specified in the RTOP.

H.2.3.5 The task order evaluation and selection process will be identified in the RTOP.

H.2.3.6 Contractors are not required to submit an offer in response to an RTOP; however, subject to FAR 16.505 (b)(2), the Government has the right to issue a Task Order to a contractor within the ordering period and up to the contract maximum, and the contractor is obligated to perform the Task Order, regardless of whether the contractor submitted an offer in response to an RTOP for the Task Order (see the clause “Indefinite Quantity,” FAR 52.216-22 of this contract and FAR 16.504 (a)(1)), or whether the Government issued an RTOP for the Task Order (see, e.g., FAR 16.505. The Government will not issue a Task Order in contravention of the provisions at FAR 16.505(b). In emergent circumstances when the parties cannot agree on an overall price for the task order prior to the performance date, the contractor is required to perform the task order, and the price will be agreed upon later. If no agreement can be reached, then the matter will be resolved in accordance with the Disputes Clause, FAR 52.233-1.

H.2.3.7 The KO reserves the right to request additional pricing information/justification for prices that may not be supported by the current market conditions, to address any disputes for this nature under the disputes clause, or to determine price reasonableness for items or services priced at the task order level. The Government reserves the right to exclude contract holders from continued participation should they fail to adequately perform any aspects of their subsequent contract or fail to actively participate in the task order competitions.

H.2.3.8 Upon request of KO only, the contractor shall provide the following information: In accordance with FAR part 15.404-3, the prime contractor or subcontractor shall -- (1) Conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices; (2) Include the results of these analyses in the price proposal. As a result, the offeror and its subcontractor(s) shall provide whatever information is necessary to help the Government understand why the proposed prices are realistic, fair, and reasonable in a narrative within its offer. When requested, each offeror's price proposal shall contain sufficient quantitative and narrative documentation necessary to adequately support and explain the prices proposed to include subcontractor prices. If competition is not available for subcontracting, the

narrative shall provide the circumstances to explain why the competition is not available and how the subcontractor's price is realistic and reasonable.

H.2.4 MODIFICATION OF ORDERS

H.2.4.1 Unless otherwise provided herein, in the event an order or ELIN is cancelled at least 7 business days prior to the start of the period of performance, the U.S. Government will not be liable for any charges. For any cancelled order or ELIN in which the Government does not provide notice of the cancellation in accordance with these terms, the ordering activity shall be responsible for any termination costs in accordance with FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed-Price)". Any disagreements shall be subject to the disputes clause in the contract. In all cases, the contractor is responsible for taking all necessary steps to mitigate any damages/termination costs on behalf of the U.S. Government.

H.3 USCENTCOM MANDATORY ELIGIBILITY FOR CONTRACT AWARD AND ACCESS TO U.S. GOVERNMENT INSTALLATION, EQUIPMENT, PERSONNEL, AND INFORMATION

H.3.1 The prime contractor shall complete all registration requirements for access in the US Government Information Technology (IT) Joint Contingency and Expeditionary Services (JCXS) system containing the Joint Contingency Contracting System (JCCS) module located at www.jccs.gov. This registration shall be maintained throughout the performance of the contract. Failure of registration for the prime contractor could result in a determination by the Contracting Officer of non-responsibility under FAR 9.

H.3.1.1 U.S. Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. installations, U.S. personnel operating outside of installations, and U.S. funded developmental projects in the entire USCENTCOM AOR. This authority allows commanders to administratively and physically control access to installations, vessels, properties, personnel, equipment, and/or project sites, and to bar contractors, 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.

H.3.1.2 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 language; requires that the Contractor/Vendor under any affected contracts be initially eligible -- and remain eligible during the entire period of contract performance to include any warranty period -- for access to a U.S. installations, vessels, properties, personnel, equipment, and/or project sites regardless of whether the performance will take place on or off a U.S. installation. As part of the responsibility determination in accordance with FAR Part 9, prior to awarding a contract in the USCENTCOM AOR, all contacting activities shall verify that the Awardee has completed all registration requirements in JCCS.gov and is determined eligible for access.

H.3.1.3 Access determinations arise from the Combatant Commander's (or the designated cognizant 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. installation base or vessel access eligibility must be directed to the authority responsible for their respective access decisions.

H.4 USAFRICOM MANDATORY ELIGIBILITY FOR CONTRACT AWARD AND ACCESS TO U.S. GOVERNMENT INSTALLATION, EQUIPMENT, PERSONNEL, AND INFORMATION

H.4.1 The prime contractor shall complete all registration requirements for access in the US Government Information Technology (IT) Joint Contingency and Expeditionary Services (JCXS) system containing the Joint Contingency Contracting System (JCCS) module located at www.jccs.gov. This

registration shall be maintained throughout the performance of the contract. Failure of registration for the prime contractor could result in a determination by the Contracting Officer of non-responsibility under FAR 9.

H.4.1.1 A subcontractor with an estimated subcontract value over \$50,000.00 must have completed all registration for access to US government installation, equipment, and personnel in the US Government Information Technology (IT) Joint Contingency and Expeditionary Services (JCXS) system containing the Joint Contingency Contracting System (JCCS) module found at www.JCCS.gov.

H.4.1.2 U.S. Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. installations, U.S. personnel operating outside of installations, and U.S. funded developmental projects in the entire USAFRICOM AOR. This authority allows commanders to administratively and physically control access to installations, vessels, properties, personnel, equipment, and/or project sites, and to bar contractors, 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.

H.4.1.4 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 language; requires that the Contractor/Vendor under any affected contracts be initially eligible -- and remain eligible during the entire period of contract performance to include any warranty period -- for access to a U.S. installations, vessels, properties, personnel, equipment, and/or project sites regardless of whether the performance will take place on or off a U.S. installation. As part of the responsibility determination in accordance with FAR Part 9, prior to awarding a contract in the USAFRICOM AOR, all contacting activities shall verify that the Awardee has completed all registration requirements in JCCS.gov and is determined eligible for access.

H.4.1.5 Access determinations arise from the Combatant Commander's (or the designated cognizant 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. installation base or vessel access eligibility must be directed to the authority responsible for their respective access decisions.

H.4.1.6 U.S. prime contractors and subcontractors are not required to register and/or meet registration requirements for JCCS in AFRICOM.

H.5 UNITED STATES FORCES KOREA (USFK) INVITED CONTRACTOR AND TECHNICAL REPRESENTATIVE PROGRAM

H.5.1 USFK policy is to comply with applicable international agreements and all U.S. laws, directives, policies, and procedures regarding the designation, suspension, and revocation of IC/TR status. USFK may provide Status of Forces Agreement (SOFA) status and support only to contractors, employees, and dependents meeting the criteria in the SOFA and this instruction.

H.5.2 The SOFA mandates the use of Korean contractors in the Republic of Korea (ROK) whenever possible. A U.S. Government Contracting Officer (KO) shall request approval to use U.S. contractors when at least one of the four exceptions listed below are applicable.

H.5.2.1 Security considerations,

H.5.2.2 The technical qualifications of the contractor involved,

H.5.2.3 The unavailability of materials or services required by U.S. standards, or

H.5.2.4 Limitations of U.S. law.

H.5.3 Task orders for performance in ROK will set-aside for Korean contractors unless the KO receives approval from USFK.

H.5.4 U.S. contractors selected to execute contracts in support of U.S. Armed Forces in the ROK shall only enter the ROK to perform contractual obligations in accordance with the terms and conditions of contract. U.S. contractor employees working in the ROK without proper SOFA designation, or in the case of TCN contractor employees without proper immigration status, are in direct violation of the SOFA and ROK law and are subject to prosecution by ROK authorities.

H.5.5 The U.S. Government KOs shall ensure compliance with international agreements when placing contracts with performance of contractors outside the U.S. and include required instructions and clauses in the contracts.

H.6 BERRY AMENDMENT EXCEPTION DETERMINATION AT TASK ORDER LEVEL

H.6.1 Notwithstanding any other provision of this contract, an authorized ordering officer may determine that an exception to the Berry Amendment (10 U.S.C.4862), which restricts the Department of Defense (DoD) from using funds appropriated or otherwise made available to the DoD for the procurement of certain items not grown, reprocessed, reused, or produced in the United States, applies to a specific task order issued under this contract.

H.6.2 Such determination will be made in writing by an authorized ordering officer and will specify the basis for the exception under the applicable provisions of the Berry Amendment. The determination will be issued prior to the award of the task order or as otherwise needed during the performance of the task order.

H.6.4 Authorized ordering officers shall not apply the exception to Berry Amendment for purchases for amounts not greater than \$150,000.00.

H.6.3 The contractor is required to comply with all other terms and conditions of the contract, including the Berry Amendment requirements, for task orders where no such exception determination has been made.

H.6.4 The contractor shall include the substance of this clause in all subcontracts at any tier under this contract, where the subcontractor may be subject to Berry Amendment restrictions.

H.7 WAGE DETERMINATION AT TASK ORDER LEVEL

H.7.1 In accordance with the Service Contract Act (SCA), as amended, an authorized ordering officer shall make a wage determination for each task order issued under this contract when the place of performance requires a SCA wage determination.

H.7.2 Prior to the issuance of any task order, the authorized ordering officer will determine the applicable wage determination for the specific place of performance of the task order. This wage determination shall be binding for the duration of the task order unless otherwise specified by the authorized ordering officer.

H.7.3 The contractor shall comply with all wage determinations made by the authorized ordering officer and shall pay all employees performing work under the task order no less than the wages determined by the authorized ordering officer.

H.7.4 The contractor is responsible for incorporating the appropriate wage determination into each subcontract under this contract where the subcontract is subject to the SCA and a task order specifies a place of performance requiring a SCA wage determination.

H.7.5 Any adjustments to the wage determination for a task order shall be made by the authorized ordering officer in accordance with the SCA and applicable regulations.

H.8 Additional Protection of Covered Defense Information on Covered Contractor Information systems

H.8.1 The contractor shall utilize a Protective Domain Name System (PDNS) service on all covered contractor information systems processing, storing, or transmitting covered defense information, consistent with the applicability and definitions contained in DFARS 252.2047012.

H.8.2 The Contractor may use any commercially available PDNS provider or may use PDNS services provided, at no cost to DoD contractors, by the NDA's Cybersecurity Collaboration Center (CCC). More information related to NSA CCC provided PDNS services can be found at <https://www.nsa.gov/about/cybersecurity-collaboration-center>.

H.8.3 Contractors that use commercially available PDNS providers are authorized to share PDNS alerts and logs with NSA for analysis and defensive measures.

H.9 No-Cost Industry Days and Meetings

H.9.1 Government reserves the right to host No-Cost Industry Days and Meetings virtually and in-person meeting at no-cost to the Government. Contractors are not required to attend.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.204-30	Federal Acquisition Supply Chain Security Act Orders--Prohibition.	DEC 2023
52.208-4	Vehicle Lease Payments	APR 1984
52.208-5	Condition of Leased Vehicles	APR 1984
52.208-6	Marking of Leased Vehicles	APR 1984
52.208-7	Tagging of Leased Vehicles	MAY 1986
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 2020

52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-2	Economic Price Adjustment - Standard Supplies	NOV 2021
52.216-3	Economic Price Adjustment - Semistandard Supplies	NOV 2021
52.216-4	Economic Price Adjustment-Labor and Material	JAN 2017
52.216-5	Price Redetermination--Prospective	JAN 2022
52.216-6	Price Redetermination-Retroactive	JAN 2022
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	SEP 2023
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-13 Alt I	Notice of Set-Aside of Orders (MAR 2020) Alternate I	MAR 2020
52.219-14	Limitations On Subcontracting	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2023
52.219-28 Alt I	Post-Award Small Business Program Rerepresentation (SEP 2023) Alternate I	MAR 2020
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	NOV 2023
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-49	Service Contract Labor Standards -- Place Of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	MAY 2014

52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act	NOV 2023
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY 2020
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	JUN 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.228-9	Cargo Insurance	MAY 1999
52.228-10	Vehicular and General Public Liability Insurance	APR 1984
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020

52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.241-5	Contractor's Facilities	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt IV	Changes--Fixed-Price (Aug 1987) - Alternate IV	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2023
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-14	Inspection of Transportation	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-20	Warranty Of Services	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.247-1	Commercial Bill Of Lading Notations	FEB 2006

52.247-5	Familiarization With Conditions	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	NOV 2021
52.247-64 Alt II	Preference for Privately Owned U.S. - Flag Commercial Vessels (NOV 2021) - Alternate II	NOV 2021
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	JAN 2023

252.215-7006	Use of Employees or Individual Subcontractors Who Are Members of the Selected Reserve	OCT 2008
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders	DEC 2022
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7003	Permit From Italian Inspectorate of Labor	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives	NOV 2023
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	NOV 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.223-7009	Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations.	OCT 2023
252.223-7998 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION 2022-O0010)	SEP 2022
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Acquisition of the American Flag	DEC 2022
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	NOV 2023
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic	OCT 2023
252.225-7023	Preference for Products or Services from Afghanistan	SEP 2013
252.225-7024	Requirement for Products or Services from Afghanistan	SEP 2013
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	NOV 2023
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2023
252.225-7041	Correspondence in English	JUN 1997

252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	JAN 2023
252.225-7062	Restriction on Acquisition of Large Medium-Speed Diesel Engines	JUL 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7975 (Dev)	Additional Access to Contractor and Subcontractor Records (DEVIATION 2024-O0003)	DEC 2023
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.225-7977 (Dev)	Acquisition Restricted to Products or Services from the African Host Nation - Djibouti. (DEVIATION 2017-O0009)	SEP 2017
252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008)	JUN 2016
252.225-7986 (Dev)	Requirement for Products or Services from the African Host Nation - Djibouti. (DEVIATION 2017-O0009)	SEP 2017
252.225-7993 (Dev)	Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003)	DEC 2023
252.225-7997 (Dev)	Contractor Demobilization (Deviation 2013-O0017)	AUG 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7001	Tax Relief	APR 2020
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7004	Status of Contractors as a Direct Contractor (Spain)	JUN 1997
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.229-7008	Relief From Import Duty (United Kingdom)	DEC 2011
252.229-7009	Relief From Customs Duty and Value Added Tax on Fuel (Passenger Vehicles)(United Kingdom)	JUN 1997
252.229-7010	Relief From Customs Duty on Fuel (United Kingdom)	JUN 1997
252.229-7011	Reporting of Foreign Taxes--U.S. Assistance Programs	SEP 2005
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements	OCT 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006

252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.237-7015	Loss or Damage (Weight of Articles)	DEC 1991
252.237-7016	Delivery Tickets--Basic	NOV 2014
252.237-7017	Individual Laundry	DEC 1991
252.237-7018	Special Definitions of Government Property	DEC 1991
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JAN 2023
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.239-7002	Access	DEC 1991
252.239-7011	Special Construction And Equipment Charges	DEC 1991
252.239-7012	Title To Telecommunication Facilities And Equipment	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.239-7018	Supply Chain Risk	DEC 2022
252.241-7000	Superseding Contract	DEC 1991
252.241-7001	Government Access	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7005	Management and Reporting of Government Property	JAN 2024

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for five years after contract award and five years after the option period is executed.

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$7,499,999.99 for Region 23 and \$2,500,000,000.00 for Region 27**;

(2) Any order for a combination of items in excess of **\$7,499,999.99 for Region 23 and \$2,500,000,000.00 for Region 27** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **1** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **12 months from the ordering period expiration.**

(End of clause)

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019) ALTERNATE I (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Contact Procuring Contracting Office for Information

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

Contact Ordering Officer for Information

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10**

years.

(End of clause)

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to contracts that have been partially set aside for small business concerns.

(c) General.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns identified in 19.000(a)(3). Offers received from concerns that do not qualify as small business concerns shall be considered nonresponsive and shall be rejected on the set-aside portion of the requirement.

(2) Small business concerns may submit offers and compete for the non-set-aside portion and the set-aside portion.

(d) The Offeror shall--

[Contracting Officer check as appropriate.]

___ Submit a separate offer for each portion of the solicitation for which it wants to compete (i.e. set-aside portion, non-set-aside portion, or both); or

X Submit one offer to include all portions for which it wants to compete.

(e) Partial set-asides of multiple-award contracts.

(1) Small business concerns will not compete against other than small business concerns for any order issued under the part or parts of the multiple-award contract that are set aside.

(2) Small business concerns may compete for orders issued under the part or parts of the multiple-award contract that are not set aside, if the small business concern received a contract award for the non-set-aside portion.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

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

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

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its

individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

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

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) General.

- (1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.
- (2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.
- (3) Contract performance in the USAFRICOM area of responsibility 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.
- (4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

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

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

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

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

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

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

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to

travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

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

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

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

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

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

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

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

(3) The Contractor shall ensure that all contractor personnel are aware—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and

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

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

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

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

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

- (v) Identify grievances without fear of reprisal;
 - (vi) Have a copy of their employment contract in a language they understand;
 - (vii) Receive wages that are not below the legal in-country minimum wage;
 - (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
- (i) All required security and background checks are complete and acceptable.
 - (ii) All such personnel deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
 - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
 - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
 - (3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
 - (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.
 - (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all such personnel. The basic training will be provided through—
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
 - (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
 - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));
 - (iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

- (v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,
- (vi) Such employees will be provided victim and witness protection and assistance.
- (f) Processing and departure points. CAAF and, as specified in the statement of work, non-CAAF personnel shall—
 - (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
 - (3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
- (g) Personnel data. The Contractor shall—
 - (1) Use the SPOT web-based system, or its successor, to account for—
 - (i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.
 - (ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and
 - (iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.
 - (2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.
 - (3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.
 - (4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.
- (h) Contractor personnel.
 - (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
 - (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
 - (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
 - (4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
- (i) Military clothing and protective equipment.
 - (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—
 - (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.

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

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

(4) The Contractor shall ensure that all issued organizational clothing 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 USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

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

(n) Next of kin notification and personnel recovery.

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

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN THE U.S. SOUTHERN COMMAND AREA OF RESPONSIBILITY (DEVIATION 2021-O0004) (FEB 2021)

(a) Definition. As used in this clause—

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR)” is as defined in the Foreign Clearance Guide, <https://www.fcg.pentagon.mil>.

(b) General.

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

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

(3) The applicable agreements and arrangements set forth whether Contractor personnel are subject to host-nation jurisdiction for prosecution or civil liability stemming from inappropriate use of force. Contractor personnel may also be subject to U.S. prosecution and civil liability for inappropriate use of force.

(c) Support.

(1) U.S. citizen and third country national (TCN) Contractor personnel must have in their possession a letter of authorization generated in the Synchronized Predeployment and Operational Tracker (SPOT) and signed by the Contracting Officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization identifies any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

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

(d) Requirements for travel to, from, or within the USSOUTHCOM AOR. The Contractor shall ensure that the following requirements are met prior to Contractor personnel travel and performance in the USSOUTHCOM AOR and maintained throughout the duration of the contract. Specific requirements for each category are as outlined in the contract.

(1) All required security and background checks are complete and acceptable (applies to U.S., TCN, and local national (LN) personnel).

(2) The Contractor shall ensure personnel complete annual USSOUTHCOM human rights awareness training identified in SOUTHCOM (SC), SC Regulations 1-20, Human Rights Policy and Procedures, and 51-1, DoD Leahy Law Reporting Procedures, at <https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>, and understand their obligation to respect and protect human rights, and to immediately report all suspected gross violations of human rights, including suspected incidents of trafficking in persons (applies to U.S., TCN, and LN personnel) through the Contracting Officer's Representative (COR) and Contracting Officer.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to or within the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen through the Armed Forces Repository of Specimen Samples for the Identification of Remains at <https://health.mil/Military-Health-Topics/Combat-Support/Armed-Forces-Medical-Examiner-System/DoD-DNA-Registry/Repository-of-Specimen-Samples-for-the-Identification-of-Remains#:~:text=The%20Armed%20Forces%20Repository%20of,retrieval%20for%20human%20remains%20identification>. In addition, U.S. citizen Contractor personnel shall comply with the requirements of DoD Instruction (DoDI) 3020.41, Operational Contract Support, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen Contractor personnel and TCN Contractor personnel traveling to, from, or within the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil> and must have all necessary passports, visas, and other documents required to enter, exit, or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s).

(5) Special area, country, and theater clearance must be obtained for U.S. citizen Contractor personnel and TCN Contractor personnel traveling to, from, or within the USSOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program, at

<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/450054E.pdf?ver=2019-02-04-122604-257>. For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) Provide to all U.S. citizen Contractor personnel and TCN Contractor personnel personal security training. At a minimum, the training shall—

- (i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;
- (ii) Identify safety and security contingency planning activities; and
- (iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DoD-sponsored Contractor personnel must comply with current force protection, personnel recovery, and theater entry requirements as provided in DoDI 3020.41; DoDI 3002.03, DoD Personnel Recovery – Reintegration of Recovered Personnel; DoDI O-3002.05, Personnel Recovery (PR) Education and Training; the DoD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/>; and current USSOUTHCOM guidance prior to travel to the USSOUTHCOM AOR. U.S. citizens who become DoD-sponsored Contractor personnel while already residing in the USSOUTHCOM AOR must also comply with the requirements listed in this paragraph. All U.S. citizen Contractor personnel must complete the following:

- (i) Anti-Terrorism Level 1 Training course available at <https://jkodirect.jten.mil> (log in and search for the course on the Course Catalog tab via the number or key word, enroll, and launch). Anti-Terrorism Level I training must be completed within 12 months prior to entry into the USSOUTHCOM AOR, and annually thereafter.
- (ii) Survival, Evasion, Resistance, and Escape 100.2 course available at <https://jkodirect.jten.mil>. The Survival, Evasion, Resistance, and Escape 100.2 course is required to obtain theater entry approval, in accordance with the Personnel Entry Requirements for Official Travel listed in section 3 of the DoD Foreign Clearance Guide.
- (iii) The requirements for personnel at high risk of isolation listed in the DoD Foreign Clearance Guide, when Contractor personnel are determined to be at high risk of isolation or exploitation based on their mission (as determined by their COR, Component Personnel Recovery Subject Matter Expert, and/or the USSOUTHCOM Personnel Recovery Branch). In accordance with the DoD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DoD-sponsored Contractor personnel entering the theater on official business will have a DD Form 1833, Isolated Personnel Report, on file in Personnel Recovery Mission Software. The Isolated Personnel Report will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.
- (iv) For more information or specific questions regarding completion of these requirements, please contact the designated COR. The COR will contact the appropriate Defense Agency or Military Service component for additional guidance.

(e) Personnel data.

(1) The Contractor shall use the SPOT web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for Contractor personnel in accordance with the current USSOUTHCOM Policy Memorandum 6-19, Synchronized Pre-Deployment and Operational Tracker (SPOT) in the United States Southern Command (USSOUTHCOM) Area of Responsibility (AOR) posted at <https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>. The Contractor shall comply with the SPOT Business Rules at <https://www.acq.osd.mil/log/PS/spot.html> and shall routinely check, at a minimum every 30 days, the SPOT Business Rules for up-to-date information.

(2) The Contractor shall enter the required information about its Contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded), shall be annotated within SPOT in accordance with the timelines established in the SPOT Business Rules. The USSOUTHCOM Policy Memorandum 6-19 includes registration requirements of—

- (i) U.S. citizen, TCN, and LN Contractor personnel; and
- (ii) All Contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces personnel or the length of the period of performance of their contract.

(f) Compliance with laws and regulations.

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

- (i) United States, host country, and third country national laws;
- (ii) United States regulations, directives, instructions, policies, and procedures; and
- (iii) Orders, directives, and instructions issued by the USSOUTHCOM Commander, or subordinate commanders with operations or activities within the USSOUTHCOM AOR, including those relating to force protection, security, health, safety, environment, or relations and interaction with local nationals.

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

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

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

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

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

(vi) In appropriate circumstances, such employees will be provided victim and witness protection as necessary.

(g) Medical fitness and insurance.

(1) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties for the duration of their contractual duties. In the event a Contractor employee has or develops a disqualifying medical, dental, or psychological condition, or they are unable to perform duties (e.g. sickness or quarantine), the Contractor must report the employee and condition promptly to the Contracting Officer or the COR. If medical, dental, or psychological screening by an accredited healthcare provider is required (or directed by the Contracting Officer) at any time during contract performance to determine fitness for contracted duties, the Contractor will bear the cost of such screenings. The Contractor must also replace any personnel who has or develops a disqualifying medical, dental, or psychological condition at no cost to the Government.

(2) All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the SC Regulation 40-501, Medical Suitability Screening Regulation, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>), as well as the requirements identified in Force Health Protection Guidance for Deployment in the USSOUTHCOM AOR or their successors, and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to or within the USSOUTHCOM AOR.

(3) U.S. citizen and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR country with a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as “shot record” or “Yellow Card”) that shows vaccinations are current. The Government will provide, at no cost to the Contractor, any military-specific immunizations and medications not available to the general public as described in SC Regulation 40-501.

(4) When required by their contractual duties (e.g., food service workers), all LN and TCN employees must also comply with mandatory screening and vaccination requirements per SC Regulation 40-501 for the duration of their contractual duties.

(5) All Contractor personnel subject to screening in accordance with the preceding paragraphs, must be re-screened annually for potential Force Health Protection and medical risks pursuant to SC Regulation 40-501 and supplementing Medical Directives.

(6) U.S. citizen and TCN Contractor personnel traveling to or within the USSOUTHCOM AOR are required to be beneficiaries of health care insurance that provides Global Health Coverage with an Emergency Evacuation Rider back to their country of origin or nearest medical center.

(h) Contractor personnel.

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

(2) The Contractor shall ensure that all personnel follow any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(3) Contractors working at USSOUTHCOM will comply with common access card (CAC) procedures identified in USOUTHCOM Policy Memorandum 02-10, Contractor Common Access Card Procedures, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>). Contractors shall return all U.S. Government-issued identification, to include the CAC, to appropriate U.S. Government authorities at the end of their contractual duties. Any change in Contractor employment status will be recorded in SPOT and reported in accordance with USSOUTHCOM Policy Memorandum 12-12, Contractor Change of Status, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>).

(i) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to U.S. citizens and TCN Contractor personnel.

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

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Component Command to the Combatant Commander, in accordance with DoDI 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and which weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons, after the Contracting Officer coordinates with the USSOUTHCOM J341 Protection Branch to ensure that all training and qualification standards, as well as weapons, ammunition, and equipment storage and protection standards are understood, then, the Contracting Officer will notify the Contractor which weapons and ammunition are authorized. The Contractor shall enter weapons into SPOT in accordance with SPOT Business Rules (<https://www.acq.osd.mil/log/PS/spot.html>).

(3) The Contractor shall ensure that any personnel authorized to carry weapons meet all DoDI 3020.50, Private Security Contractors Operating in Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, requirements regardless of private security contractor status.

(k) Personnel Recovery. DoD Directive 3002.01, Personnel Recovery in the Department of Defense, prescribes policy for when, in the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(l) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, DoD Instruction 3020.41, and SC Regulation 0638-2, Mortuary Affairs Program (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>).

(m) Next of kin notification, illness, injury, and disqualifying medical condition reporting.

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

(2) The following conditions require the Contractor to notify the Contracting Officer for USSOUTHCOM notification and perform complete reporting within SPOT:

(i) Casualty or death.

(ii) Illness or injury that requires medical attention, and may or may not require hospitalization, but renders the employee unable to complete their contractual duties (see DoDI 1300.18).

(iii) Disqualifying medical conditions identified in SC Regulation 40-501, or USSOUTHCOM Force Health Protection Standards, or other applicable USSOUTHCOM Guidance.

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(b) General.

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

(d) Compliance with laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

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

(vii) Receive wages that are not below the legal in-country minimum wage;

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

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

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for

each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all CAAF. The basic training will be provided through—
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (3) The Contractor shall notify all personnel that -
 - (i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;
 - (ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

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

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

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

(f) Processing and departure points. CAAF shall—

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

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

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

(g) *Contractor Accountability and Personnel Data.*

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

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

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

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

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

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

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

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

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

(3) *Compliance with SPOT.*

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

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

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

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

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel

who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the

Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (DEC 2022)

(a) Definition. Supply chain risk, as used in this provision, means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 3252).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 3252. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 3252 to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

DRAFT

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-8	Annual Representations and Certifications	MAR 2023
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	SEP 2023
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2021
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-48	Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification	MAY 2014
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification	MAY 2014
52.223-1	Biobased Product Certification	MAY 2012
52.223-4	Recovered Material Certification	MAY 2008
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.229-14	Taxes--Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)	NOV 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7007	Alternate A, Annual Representations and Certifications	NOV 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7020	Trade Agreements Certificate--Basic	NOV 2014
252.225-7023	Preference for Products or Services from Afghanistan	SEP 2013
252.225-7024	Requirement for Products or Services from Afghanistan	SEP 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7035	Buy American--Free Trade Agreements--Balance Of Payments Program Certificate--Basic	NOV 2023
252.225-7042	Authorization to Perform	APR 2003
252.225-7049	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services - Representations.	DEC 2018
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2022
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	AUG 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008)	JUN 2016
252.226-7002	Representation for Demonstration Project for Contractors Employing Persons with Disabilities	DEC 2019
252.229-7012	Tax exemptions (Italy)--representation	MAR 2012
252.229-7013	Tax exemptions (Spain)--representation.	APR 2012
252.247-7022	Representation of Extent of Transportation by Sea	JUN 2019

Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION INSTRUCTIONS

L.1 SUBMISSION INSTRUCTIONS

L.1.1 PROPOSAL SUBMITTALS

At the time of the solicitation closing date, offerors shall electronically submit an offer (in English) to the following email addresses:

wexmac@us.navy.mil

L.1.1.1 All offers must be received no later than 1000 EST (Eastern Standard Time) on July 31, 2024. Contractor must submit their entire proposal in order to be considered for award. No other electronic means of submission, used in whole or in combination with email, is permitted. It is the Offeror's responsibility to confirm receipt of submitted offer prior to solicitation closing date and time. Offerors are reminded of the time constraints outlined in FAR 15.208 regarding submission of electronic offers/proposals.

L.1.1.2 E-mail proposals shall be in either Adobe or Microsoft Word format. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 10 megabytes. When submitting an offer using multiple e-mails, please sequence e-mail subject line so that the Government can easily determine whether all e-mails have been received (e.g. 1 of 5, 2 of 5, etc.).

L.1.1.3 To be timely, an e-mail proposal must be received in its entirety in the designated e-mail inbox by the due date and time for proposal submission. An e-mail proposal that resides on a Government server, but has not appeared in the designated e-mail inbox by the due date and time for proposal submission will be considered late unless the exception at FAR 52.215- 1(c)(3)(ii)(A)(1) applies.

L.1.1.4 OFFERORS SHOULD NOT SUBMIT ANY ADDITIONAL INFORMATION WITH THEIR PROPOSAL

L.1.1.5 The offeror's entire proposal shall remain valid for a minimum of one hundred and eighty days from the solicitation closing date as stated on block nine (9) this solicitation Standard Form 33. When calculating 180 days from the solicitation closing date, the solicitation closing date shall be excluded in the count and a day means calendar day. It shall include all weekends and Federal Holidays. The proposal expiration time (if not extended by the offeror) shall be 1000 EST of the 180th day.

L.2 QUESTIONS FROM PROSPECTIVE OFFERORS

L.2.1 Any prospective offeror in need of an explanation or interpretation of the solicitation, specifications, etc., shall request it in writing, via email, no later than 1000 EST on July 8, 2024 to allow a reply to reach all prospective offerors before the submission of the proposals. Oral explanations or instructions given before the solicitation closing date/award of the contract will not be binding.

L.2.2 If any information given to a prospective offeror is necessary in submitting a proposal or if the lack of it would be prejudicial to any other prospective offerors proposal concerning this solicitation, information will be furnished promptly to all prospective offerors as an amendment to this solicitation.

L.2.3 Questions and requests for clarification shall be submitted to all of the following points of contacts via e-mail(s):

wexmac@us.navy.mil

L.3 PROPOSAL FORMAT REQUIREMENTS

L.3.1.1 The total proposal length including all content in § L.4 shall not exceed 75 single-sided pages (excluding Signed Standard Form 33 “Solicitation, Offer, and Award”, Cover Page, Table of Contents, Index, Completed Representations and Certifications (Section K), Attachment 1 – Past Performance Information and Questionnaire(s), Completed Contractor Performance Assessment Reporting System (CPARS) reports, Other Past Performance Information, Copies of Certificate of Registration/Licenses, Memorandum of Association, Joint Venture Agreements, Copies of Certifications, Quality Procedures, and Financial Statements and/or Information).

L.3.1.2 Each side of a page is considered one page, and shall contain margins no less than .5 inch.

L.3.1.3 All proposals shall be written using Times New Roman font with no less than 11 point font size including graphics, charts, and other materials (excluding Signed Standard Form 33 “Solicitation, Offer, and Award” Cover Page, Table of Contents, Index, Completed Representations and Certifications (Section K), Attachment 1 – Past Performance Information and Questionnaire(s), Completed Contractor Performance Assessment Reporting System (CPARS) reports, Other Past Performance Information, Copies of Certificate of Registration/Licenses, Memorandum of Association, Joint Venture Agreements, Copies of Certifications, Quality Procedures, and Financial Statements and/or Information).

L.3.1.4 All pages shall be oriented in such a way that no page is greater than 8.5 inches x 11 inches.

L.4 PROPOSAL CONTENT REQUIREMENTS

L.4.1 Each Offeror may compete for one (1) region.

L.4.1.1 Offerors may submit more than one proposal in response to this solicitation when the proposal content varies by region. For instance, if an offeror wants to submit a proposal for Regions 11 and 12, but needs to submit different proposal content for Region 11, it should prepare and submit a unique proposal for each region. Each proposal shall conform to the solicitation requirements herein. Likewise, if the proposal content does not differ between multiple regions, the offeror should submit a single proposal and identify the applicable regions in the cover letter outlined in § L.4.2.1.

L.4.1.2 Only Small Businesses shall submit a proposal for Regions 23.

L.4.1.3 Offerors shall be able to deliver and perform all ELINs and performance work statement requirements in all regions, which includes all locations in each country within the region, proposed.

L.4.2 To be considered for award, Offerors shall electronically submit an offer consisting of the following.

L.4.2.1 Cover Letter: Offerors shall submit a cover letter, not to exceed two (2) pages, clearly identifying the Global Region(s) in which the proposal includes. Offerors shall make an affirmative statement in which the offeror agrees to comply with the terms and conditions of the contract.

L.4.2.2 SF33: Signed Standard Form 33 “Solicitation, Offer, and Award” with blocks 12 – 18 completed by the Offeror. If amendments to the solicitation are issued, each signed Standard Form 30 “Amendment of Solicitation/Modification of Contract” shall be included with blocks 8 and 15 a through c completed by the Offeror.

L.4.2.3 Completed Representations and Certifications (Section K): This shall include any supplemental information required by the representations and certifications in Section K. If the offeror is a joint venture, a Memorandum of Association shall be provided which indicates who has the authority to bind the business entity.

L.4.2.4 Subcontracting Narrative: While there is no subcontracting requirement, offerors shall identify the extent to which subcontracting is needed in order to perform the requirement. In accordance with FAR 9.104-4, proposals that include significant teaming may require additional information demonstrating the responsibility of each subcontractor to fully document the team’s responsibility to perform the requirement.

L.4.2.5 In addition to the general standards in FAR 9.104-1 to be determined responsible, the prospective contractor must have completed all registration requirements for access to US government installation, equipment, and personnel in the US Government Information Technology (IT) Joint Contingency and Expeditionary Services (JCXS) system containing the Joint Contingency Contracting System (JCCS) module found at www.JCCS.gov for Regions in USCENTCOM and USAFRICOM. This registration shall be maintained throughout the performance of the contract. See also §§ M.2.4 and M.2.5. U.S. prime contractors and subcontractors are not required to register and/or meet registration requirements for JCCS in AFRICOM.

L.4.2.5.1 In AFRICOM Regions, a subcontractor with an estimated subcontract value over \$50,000.00 must have completed all registration for access to US government installation, equipment, and personnel in the US Government Information Technology (IT) Joint Contingency and Expeditionary Services (JCXS) system containing the Joint Contingency Contracting System (JCCS) module found at www.JCCS.gov. Tier-1 subcontractors must also be registered in JCCS.gov and maintain registration throughout the performance of the contract. The prime contractor is responsible for the tier-1 subcontractor(s) JCCS registration and may be determined non-responsible based upon subcontractor non-registration. U.S. prime contractors and subcontractors are not required to register and/or meet registration requirements for JCCS in AFRICOM.

L.4.2.6 Pricing: An explanation of how the offeror intends to ensure that offered prices will be fair and reasonable. The explanation may include a narrative describing:

L.4.2.6.1 The offeror's history of providing fair and reasonable prices on contracts for similar efforts;

L.4.2.6.2 The offeror's internal controls or approved business systems that will ensure fair and reasonable pricing; and

L.4.2.6.3 The methodology used in developing its prices such as explaining its estimating techniques, pricing methodology, or other relevant information used to develop task order ELIN pricing.

L.4.2.6.4 Offerors shall not provide specific ELIN pricing in response to this solicitation.

L.4.2.7 Responsibility Documentation: A narrative documenting the offeror's responsibility that addresses each of the general responsibility in § M. Additional documentation instructions for standards included below.

L.4.2.7.1 The Government seeks information for the sole purpose of determining whether each offeror is responsible. Any request for additional information will not constitute discussions within the meaning of FAR 15.306 as the offeror will not be given an opportunity to revise its proposal. The following information shall be provided to document the general standard of responsibility:

L.4.2.7.1.1 For each past performance example, the offeror shall fill out Attachment 1 – Past Performance Information and Questionnaire and return it with its proposal. Completed Contractor Performance Assessment Reporting System (CPARS) reports may be provided in lieu of Attachment 1 – Past Performance Information and Questionnaire(s). Other Past Performance Information may be provided in lieu CPARS reports and Attachment 1 – Past Performance Information and Questionnaire.

L.4.2.7.1.2 Information demonstrating that a proposed subcontractor satisfies FAR 9.104-1 general standards of responsibility.

L.4.2.7.1.4 A demonstration that the offeror has, or can obtain, the organizational, management and technical skills to successfully perform. This demonstration may involve the particular personnel and approaches available to the offeror.

L.4.2.7.1.5 The offeror's quality assurance procedures.

L.4.2.7.1.6 The equipment and facilities the contractor will use.

L.4.2.7.1.8 A demonstration that the offeror has or has the ability to obtain all registrations, permits and licenses required to perform the contract in the locations for which the offeror is proposing.

L.4.2.7.1.9 In the event the offeror is a joint venture, a Memorandum of Association which indicates who has the authority to bind the company.

L.4.2.7.1.10 Demonstration the offeror has a computer system conforming to the requirements provided under Cyber Security Requirements for outlined within this RFP.

L.4.2.7.1.11 The offeror shall provide audited financial statements for the most recent fiscal year end that comply with the United States Generally Accepted Accounting Principles or equivalent in the country that the offeror was formed. At a minimum, the financial statements shall include a balance sheet, income statement, and statement of cash flows or equivalent statements in the country that the offeror was formed. Offerors may also describe available lines of credit or other financial resources available to perform the requirement. All statements shall be in the English language.

L.4.2.7.1.12 Asset Availability and Readiness: The offeror shall describe the availability and readiness of its facilities, equipment, personnel, or other resources required to perform the requirement successfully. The offeror's ability to respond to rapid and reoccurring requirements is essential to successful performance. If applicable, the narrative shall include a statement regarding the availability of the resource, commitment of time, mobilization, location, or other pertinent information.

L.4.2.7.1.13 Agile and Rapid Response: The offeror shall describe the internal controls, policies and procedures in place to enable an agile and rapid response to the mission requirements. Among others, substantiation may include existing or proposed documents, deployment strategies, specific expertise, or other relevant documentation.

L.4.2.7.1.14 The offeror shall describe its performance record to demonstrate adherence to the contract requirements including the successful performance of similar services, adherence to the contract schedule, and maintaining a high level of quality. A narrative or other substantiating documentation shall be provided to document the offeror's responsibility.

L.4.2.7.1.15 Only United States incorporated companies shall submit offerors

L.4.2.7.1.16 Offerors shall complete the "Offer Submission Worksheet" at XXXXXXXXXX.MIL.

L.5 ADDITIONAL INFORMATION

L.5.1 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing in accordance with § L.2. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.214-34	Submission Of Offers In The English Language	APR 1991
52.216-27	Single or Multiple Awards	OCT 1995

52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery Indefinite Quantity Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Thomas Kunish (thomas.r.kunish.civ@us.navy.mil).

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

(End of provision)

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

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(End of provision)

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Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS FOR AWARD

M.1.0 The Government is utilizing the authority provided underneath FAR 15.304(c)(ii)(A) for this solicitation. Pursuant to this authority, price or cost will not be evaluated as a factor for award. Instead, all qualifying offerors will be considered for an award.

M.1.1 FACTOR 1 - GENERAL STANDARD OF RESPONSIBILITY DETERMINATION

M.1.1.1 See § L.4.2.7 for offeror instructions. To be considered responsible, a prospective Offeror must satisfy the general standard of responsibility in FAR 9.104-1. Each offeror shall:

M.1.1.1.1 Have adequate financial resources to perform the contract, or the ability to obtain them;

M.1.1.1.2 Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.1.1.1.3 Have a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

M.1.1.1.4 Have a satisfactory record of integrity and business ethics;

M.1.1.1.5 Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractor).

M.1.1.1.6 Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.1.1.7 Be otherwise qualified and eligible to receive an award under applicable laws and regulations

M.1.2 FACTOR 2 – COMPLIANCE WITH THE SOLICITATION

M.1.2.1 The proposal shall comply with all aspects of the solicitation. Failure to comply with all aspects of the solicitation result in the proposal being deemed unacceptable and/or the offeror being deemed nonresponsible and not receiving further consideration for award.

M.1.3 FACTOR 3 – PRICING ASSESSMENT

M.1.3.1 See § L.4.2.6 for offeror instructions. The Government will assess the information available to determine whether the offeror is likely to offer fair and reasonable pricing.

M.1.3.2 In accordance with FAR 15.304(c)(1)(ii)(A), the Government will not include price or cost as an evaluation factor.

M.2 ADDITIONAL INFORMATION

M.2.1 A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2.2 The Contracting Officer may make a responsibility determination with or without requesting any additional information from an offeror to substantiate that it satisfies the general responsibility standards. For example, an offeror that the Contracting Officer is less familiar with may be required to provide information not required from another offeror. The Contracting Officer may consider an offeror's inability to promptly respond to a request for information as an indication the offeror is not responsible.

M.2.3 Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance data bases, discussions with other entities familiar with the offeror) or to use any other technique described FAR 9.1 when determining whether the offeror satisfies the FAR 9.104-1 general responsibility standards.

M.2.4 For performance in USCENCOM Regions and prior to awarding a contract, the contracting officer shall verify that the Awardee has completed all registration requirements in the Joint Contingency Contracting System (JCCS).

M.2.5 For performance in AFICOM Regions and prior to awarding a contract, the contracting officer shall verify that the Awardee has completed all registration requirements in the Joint Contingency Contracting System (JCCS).

M.2.6 Only Small Businesses shall be considered for awards for Regions 23, 24, 25, and 26.

M.2.7 Offerors shall clearly indicate in their proposal what Regions the offer covers. The Contracting Officer may determine an offer to be qualifying for one, multiple, or all Regions proposed by the offeror. For example, an offeror could be determined qualifying in some of the regions it proposes on but non-qualifying in others on the basis of a lack of demonstrated capacity in those regions. The contract for such an offeror would include only the Regions for which the offeror was determined qualifying.