

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

**SECTION 00010
PROPOSAL SCHEDULE**

Offerors shall provide a price for all items.

Note: There are two separate and distinct project sites; fire station compound #2 and fire station compound #3. Lump sum bid items represent work at both projects.

<i>No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
0001	FIRE HOUSE SITE #2				
0001AA	Site Survey/A-E Design	1	EA		\$ _____
0001AB	As-Built Drawings	1	EA		\$ _____
0001AC	Geo-technical Investigation	1	EA		\$ _____
0001AD	Mob/Demobilization	1	EA		\$ _____
0001AE	Mine clearance and UXO removals	1	EA		\$ _____
0001AF	Water Supply & Distribution Systems	1	EA		\$ _____
0001AG	Sanitary Sewer Collection and Treatment Systems	1	EA		\$ _____
0001AH	Storm Water Collections and Management Systems	1	EA		\$ _____
0001AJ	Underground Electrical Site Distribution Systems and Generation	1	EA		\$ _____
0001AK	Site Communications Infrastructures	1	EA		\$ _____
0001AL	Construct Roads/Walkways/Parking	1	EA		\$ _____
0001AM	Site Improvement/Grading	1	EA		\$ _____
0001AN	ECP's to include Canopies at Main	1	EA		\$ _____
0001AP	Perimeter Walls	1	EA		\$ _____
0001AR	Trash Collection Points	2	EA	\$ _____	\$ _____
0001AS	Fencing and Gates	1	EA		\$ _____
0001AT	Cistern	2	EA	\$ _____	\$ _____
0001AU	Communications Tower	2	EA	\$ _____	\$ _____
0001AV	Fire Station	1	EA		\$ _____
0001AW	Vehicle / Apparatus Bay	1	EA		\$ _____
0001AX	Training Tower	1	EA		\$ _____
0001AY	Electric Power Generator Shed	1	EA		\$ _____
0001AZ	Gate House and Guard Shack	1	EA		\$ _____
0001BA	Guard Towers	4	EA	\$ _____	\$ _____
0001BB	Fuel Storage	1	EA		\$ _____
0001BC	Well House w/ Water Tank	1	EA		\$ _____
0002BD	O&M - Spare Parts	1	NTE	\$50,000\$	_____
Sub-Total CLIN 0001:					\$ _____
0002	FIRE HOUSE SITE #3				
0002AA	Site Survey/A-E Design	1	EA		\$ _____
0002AB	As-Built Drawings	1	EA		\$ _____
0002AC	Geo-technical Investigation	1	EA		\$ _____
0002AD	Mob/Demobilization	1	EA		\$ _____

0002AE	Mine clearance and UXO removals	1	EA		\$ _____
0002AF	Water Supply & Distribution Systems	1	EA		\$ _____
0002AG	Sanitary Sewer Collection and Treatment Systems	1	EA		\$ _____
0002AH	Storm Water Collections and Management Systems	1	EA		\$ _____
0002AJ	Underground Electrical Site Distribution Systems and Generation	1	EA		\$ _____
0002AK	Site Communications Infrastructures	1	EA		\$ _____
0002AL	Construct Roads/Walkways/Parking	1	EA		\$ _____
0002AM	Site Improvement/Grading	1	EA		\$ _____
0002AN	ECP's to include Canopies at Main	1	EA		\$ _____
0002AP	Perimeter Walls	1	EA		\$ _____
0002AR	Trash Collection Points	2	EA	\$ _____	\$ _____
0002AS	Fencing and Gates	1	EA		\$ _____
0002AT	Cistern	2	EA	\$ _____	\$ _____
0002AU	Communications Tower	2	EA	\$ _____	\$ _____
0002AV	Fire Station	1	EA		\$ _____
0002AW	Vehicle / Apparatus Bay	1	EA		\$ _____
0002AX	Training Tower	1	EA		\$ _____
0002AY	Electric Power Generator Shed	1	EA		\$ _____
0002AZ	Gate House and Guard Shack	1	EA		\$ _____
0002BA	Guard Towers	4	EA	\$ _____	\$ _____
0002BB	Fuel Storage	1	EA		\$ _____
0002BC	Well House w/ Water Tank	1	EA		\$ _____
0002BD	O&M - Spare Parts	1	NTE	\$50,000\$	_____

Sub-Total CLIN 0002: \$ _____

0003 DBA INSURANCE 1 LS \$ _____

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.

TOTAL PROPOSAL: \$ _____
(Total of all above costs)

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items. Scope of work on each items are described in Section 01010. The quantities shown in the bid schedule shall take precedence and be used for developing the proposal.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
3. Costs associated with this project shall include design and construction costs, site development, and utility installation.

4. DESIGN COSTS DEFINITION: Design costs shall consist of design analysis, drawings, and specifications for all facilities.

5. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES: See Section 00150 for performance schedule and liquidated damages. Period of performance is defined as the number of calendar days from receipt of notice to proceed. Liquidated damages are assessed at the stated rate per day for every day of delay past the period of performance until contract completion.

6. Abbreviations:

EA = Each

LS = Lump Sum

NTE = Not To Exceed

--END OF SECTION--

SECTION 01010 SCOPE OF WORK

1. GENERAL

These projects consist of the design and construction of site improvements and construction of facilities to support the Afghanistan National Police (ANP) program for two (2) new Class B Fire Stations Compounds in Herat City, Herat Province, Afghanistan. These projects are defined as the management, design, material, labor, and equipment to construct and/or refurbish all utilities, roads, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein. The work within this contract shall meet and be constructed in accordance with current U.S. design and International Building Codes (ICC-IBC), Life Safety Code (NFPA-101), Force Protection and security standards. A partial listing of references is included herein:

ICC-IBC, International Building Codes 2006

NFPA 101, Life Safety Code

UFC 4-010-01, DoD Minimum Anti-Terrorism Standards for Buildings.

Complete design drawings and technical specifications are provided as an attachment to the contract documents (see Appendix). The contractor must follow the design drawings and specifications in their entirety. This is a site-adapt contract.

For clarification purposes, these are two distinct and separate project site locations.

1.1 ENGLISH LANGUAGE REQUIREMENT

All information shall be presented in English. The Contractor shall have a minimum of one (1) English-speaking representative to communicate with the COR at all times when work is in progress.

1.2 SUBMITTALS

Submittals and a Submittal Register are required as specified in Section 01335 SUBMITTAL PROCEDURES of the Basic Contract.

1.3 SECURITY

Security is critical to construction in Afghanistan, especially on roads and remote areas away from Coalition Force bases. The risk/threat level for the area surrounding this project site is high relative to the chance of attack, improvised explosive devices (IEDs), kidnapping, theft, and vandalism. The Contractor must have an appropriate amount of security/protection to match the threat in the project area and along the supply routes. A detailed security plan in accordance with Section 01040 SECURITY shall be approved by the Government before construction notice to proceed.

1.4 CQM TRAINING REQUIREMENT

Before project design and construction begin, the Contractor's Quality Control Manager is required to have completed the U.S. Army Corps of Engineers (USACE) Construction Quality Management (CQM) course, or equivalent. The CQM course will be offered periodically by the Afghanistan Engineer District –South (AES), USACE. Additional approved CQM courses include those offered by the Commercial Technical Training Center (in Jalalabad) and the Champion Technical Training Center (in Kabul). The Quality Assurance Branch of AES can provide information related to AES offerings of the CQM course, as well as contact information for training centers. Alternative CQM courses, other than those mentioned above, must be approved by the Quality Assurance Branch.

The Contractor's quality control plan, as defined in USACE Guide Specification 01451 (or 01 45 04.00 10), entitled "Contractor Quality Control", must include "The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function." For the QC Manager, qualifications must include a certificate demonstrating completion of an approved CQM course.

1.5 ELECTRICAL WORKERS QUALIFICATIONS

Electrical work shall be performed by Qualified Personnel with verifiable credentials who are thoroughly knowledgeable with applicable code requirements. Verifiable credentials consist of a certificate of graduations from an approved trade school and required amount of experience, depending on work being performed, and should be identified in the proposal that is submitted. A qualified person is one who has received training in and has demonstrated skills and knowledge in the construction and operation of electrical equipment and installations and the hazards involved. This includes the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, to determine the nominal voltage of exposed live parts, the clearance distances and corresponding voltages to which the qualified person will be exposed.

1.5.1 SUPERVISORY ELECTRICIAN

Supervisory electricians must be graduates of an approved trade school, and must have two years of relevant electrician experience. Approved programs include but are not limited to the Afghanistan Technical and Vocational Institute (in Kabul), the Kunar Trades Training Center, and the Commercial Technical Training Center (in Jalalabad). Work experience resumes and graduation certificates shall be submitted and approved prior to commencement of any design or construction involving electrical work. Approval is granted by the Contracting Officer's Representative with guidance by the Quality Assurance Branch and/or the Safety Office of the Afghanistan Engineer District, US of the Army Corps of Engineers.

1.5.2 ELECTRICIANS

Electricians must be graduates of an approved trade school and must be able to provide upon request a certification of successful course work completion and graduation in addition to a resume of work experience.

1.6 AED DESIGN REQUIREMENTS DOCUMENTS

AED Design Requirements documents shall be adhered to in this contract. These documents are listed in Section 1015 (References) and are available from the COR. These documents shall be used as the basis for design and construction, and for selecting options within the United Facilities Guide Specifications (UFGS) discussed below. It is the Contractor's option to use specifications contained in the AED Design Requirements Documents, when provided, or to adapt the UFGS specifications to match the requirements provided in the AED Design Documents and specifications. Data and requirements in the AED Design Requirements documents shall supersede UFGS language where there are differing criteria which must be evaluated and selected.

1.7 CONSTRUCTION PROJECT SIGN

The Contactor shall fabricate and display at least one sign to identify the project site as an Islamic Republic of Afghanistan sponsored project. The sign shall meet or exceed the requirements provided in Section 01060 SPECIAL CLAUSES. If the Text Group T6 (which is the Project Title taken from the Contract) does not clearly state to the public the purpose of the project, then additional wording shall be added to Text Group T2 to make the purpose clear (For example, "Hospital Wastewater Treatment Facility Expansion" or "20 KM Paved Road" or other project summary). The exact wording shall be submitted and approved by the COR before making the sign. Exact placement of the sign at the project site shall be coordinated with the COR.

2. LOCATION

Both project sites are located in Herat City, Herat Province, Afghanistan at a location indicated in the attached site assessment.

3. UNEXPLODED ORDNANCE (UXO)

3.1 UXO REMOVAL AND CLEARANCE

Contractor IS responsible for initial clearance/removal.

The Contractor shall search for, identify and clear all mines and unexploded ordnance (UXO) from the entire site. The Contractor may only provide clearance/removal services via UN Mine Action Center for Afghanistan (UNMACA) accredited entities, and clearance shall be accomplished to the anticipated foundation depth as

indicated in the contract. If sub-surface construction activities are to be performed on this site the minimum clearance depth will be one meter. Sub-surface clearance for construction activities in excess of one meter as defined by the contract parameters will also be the responsibility of the Contractor. Clearance by definition is an investigation and clearance of all sub-surface metallic anomalies on the site. Clearance/removal may only be undertaken in accordance with International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), and applicable U.S. Army Corps of Engineer (USACE) Ordnance & Explosives (OE) safety standards. When mines and/or UXO's are identified, the Contractor shall place them in a location in accordance with IMAS/AMAS/USACE until destruction of the items can take place. Construction work shall not occur inside the safety exclusion zone based on the most probable munitions (MPM) expected on the site. Construction will not commence in any area that has not been cleared to the specified depth.

The Contractor will provide a standard UXO/Mine Clearance safety work plan to the US Army Corps of Engineers UXO / Mine Clearance COR for review prior to commencement of all UXO clearance / Mine Clearance activities on the project sites. Once the UXO/ Mine Clearance has concluded, the Contractor shall provide the US Army Corps of Engineers UXO / Mine Clearance COR a clearance certificate for review and approval before any construction activities are to commence.

NOTE 1: The USACE does not need written clearance certificate approval from the UNMACA to approve the construction start activities. However, the Contractor is responsible for providing a copy of the clearance certificate to the UNMACA for entry into their country wide database. A final signed copy of the UNMACE certificate must then be provided to the USACE UXO/Mine Clearance COR.

It is the responsibility of the Contractor to be aware of the risk of encountering UXO/mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder. The Contractor and its subcontractors may not handle, work with, move, transport, render safe, or disarm any UXO/mine, unless they have appropriate accreditations under the IMAS/AMAS from the UNMACA.

If a UXO/mine is encountered after a UNMACA-approved clearance certificate is provided to the Government, UXO/mine disposal shall be handled in accordance with Section 01015, Technical Requirements.

NOTE 2: Point of Contact for UXO/Mine Clearance Safety Work Plan review and approval shall be directed to the US Army Corps of Engineers Demining Safety/COR:

UXO Safety/ Demining COR, USACE
tas.uxo-demining-safety@usace.army.mil, Roshan: 079-467-3891 Comm: 540-667-6359

4. SUMMARY OF WORK

4.1 CONTRACTOR REQUIREMENTS

The Contractor shall provide site adapt design and construction of standard building designs, the utility infrastructure, and civil infrastructure as specified herein for the two separate projects:

The Contractor shall perform this work as a Site Adapt contract in accordance with the requirements stated herein and in Section 01015, Technical Requirements. The construction of the Standard Buildings listed below shall be done in strict accordance with the plans and specification furnished with no changes made to any feature of work shown in these design drawings and specifications. All other Site Adapt work shall be the responsibility of the Contractor and submitted for review in accordance with Section 01335, Submittal Procedures, of this Contract.

The contractor is responsible for the delivery of all materials and equipment to the construction sites (two separate sites).

4.2 STANDARD BUILDING DESIGNS (DESIGN DRAWINGS AND SPECIFICATIONS PROVIDED):

- Fire Station
- Vehicle and Apparatus Bays

- Fire Fighter's Training Tower
- Guard Shack
- Gate House
- Guard Towers
- Well House with Storage Tank

4.3 STANDARD NON-BUILDING DESIGNS (DESIGN DRAWINGS AND SPECIFICATIONS PROVIDED):

- Primary and Secondary Entry Control Points to include Canopy at Primary ECP
- Trash Collection Points
- Perimeter Security Wall
- Generators with Shed (Canopy) and Fuel Storage
- Fencing and Gates
- Water Storage Cistern
- Communications Tower
- Water Supply, Water Storage/Treatment, and Distribution System
- Sanitary Sewer Collection and Treatment System
- Site Communication Infrastructure
- Storm Water Collection and Management System
- Road Network, Sidewalks, and Parking Areas
- Underground Electrical Site Distribution System
- Power Plant and Fuel Storage

TABULAR LIST OF FACILITIES:

NAME/DESIGNATION	NUMBER OF UNITS	DESCRIPTION
Fire Station	2	2-Story concrete frame w/ CMU infill/ concrete slab roof
Vehicle and Apparatus Bays	2	1-Story high bay concrete frame w/ CMU infill / corrugated metal roofing
Fire Fighter's Training Tower	2	3-Story concrete frame w/ CMU infill
Gate House	2	1-Story concrete frame w/ CMU infill
Guard Shack	2	1-Story concrete frame w/ CMU infill
Guard Tower	8	2-Story concrete frame
Communications Tower	2	30-meter (100 ft) height steel tower with micro-wave dish
Water Cistern	2	25,000-gallon (94,500 liter) steel tank
Trash Collection Points	4	Three-sided enclosure with gate on concrete slab
Well House with Storage Tanks	2	1-Story concrete frame w/ CMU infill. Tank is 3000-gallon (11,340-liter) steel structure.
Generators, Fuel Storage and Canopy	2	Concrete slabs, containment dikes w/ canopy structure

The design and construction work shall include but not be limited to that described herein.

Site Improvement Design Work shall be executed in accordance with the requirements described in Section 01015, and the provided Specifications and Drawings. In case of question or ambiguity, the Contracting Officer (KO) shall make the final decision. The KO shall furnish the decision in writing if requested by the Contractor. Designs shall be approved by the Contracting Officer's Representative (COR) prior to the start of work. The Contractor shall verify all dimensions provided in the scope of work prior to the start of any construction.

4.4 GENERAL REQUIREMENTS FOR FACILITIES

Work shall be executed in accordance with the Technical Requirements in Section 01015 and in the drawings. All requirements set forth in this Section, but not included in the Technical Requirements and/or drawings, shall be considered as set forth in both and vice versa. In case of question or ambiguity, the Contracting Officer (KO) shall make the final decision. The KO shall furnish the decision in writing if requested by the Contractor. Site adaptation of the provided designs shall be approved by the Contracting Officer's Representative (COR) prior to the start of work. The Contractor shall verify all dimensions provided in the scope of work prior to the start of any construction.

The Contractor is encouraged to use Afghan labor and subcontractors to the maximum extent possible commensurate with technical, security or other requirements or necessary considerations. The intent of this contract is also to use locally procured materials and labor to the maximum extent possible, but this does not allow the Contractor to make changes to the Government-provided drawings, specifications or design analysis.

The Site Adapt work shall include the preparation of design documents and the subsequent construction of the site improvements described within this Section, Section 01015, and the Government-furnished Drawings, with design adaptations to fit the actual site selected. The facilities required for each site shall include structures and all utilities as indicated in the Drawings and/or Specifications as provided. Site work and facilities may require design adaptations to meet site conditions, and these adaptations shall be designed and constructed in accordance with current U.S. and International Building Codes (ICC-IBC) and standards and as described in these documents. The Contractor must submit any changes to the Government-provided Drawings, Specifications and Design Analysis in accordance with Contract Section 01335, Paragraph "Variations."

Any standard that can be determined to be substantially equivalent to the standards specified in this document may be used, but it is the Contractor's responsibility to show the equivalency of the alternate standard. Reviewable documentation must be provided to the KO for approval prior to use. Equivalency documentation must be submitted in a timely manner so as not to affect the schedule of the project. No part of the time lost due to such actions shall be made the subject of claim for extension of time, excess costs, or damages by the Contractor. A partial listing of references is included within the Request for Proposal.

Work at the project sites (two separate sites) consists of the construction of a Class B Fire Station Compound in accordance with the contract documentation. The compounds consists of a fire station, attached vehicle/apparatus bay and fire fighting training facility with paved roads, parking and vehicle maneuver area. Each project also includes force protection structures, electrical system, plumbing/sewage system, and water delivery system. The Contractor will ensure that all seismic requirements are met in the construction of the facilities.

All occupied buildings shall be located a minimum 25 m from the from the force protection wall as indicated in the Concept Plan drawings to the greatest extent possible. Occupied buildings at each site include the administration building, senior/high barracks, open bay barracks, dining facility, and toilet/shower/ablution/laundry building.

The facilities and utility systems shall be designed with adequate capacity for the populations shown in the following matrix:

Compound Populations for each of the two (2) fire stations:

Unit	Officer	Ordinary	Total
Fire Station	2	23	25

NOTE: the population listed is for one working shift. There are 3 shifts per day, seven days a week. Additionally, 6 visitors (max) can be expected.

Site assessments will be provided for all of the sites, but must be verified by the Contractor. The Contractor is responsible for surveying, grading and drainage, and de-mining activities for the entire site of each project. The entire site is defined by the limits of the Rights of Entry (ROE) and the site assessment.

Development of the compounds should utilize the most suitable land for construction based on a 100 x 100 meter compound (shown in standard drawings) within the force protection wall. Site plans should be submitted that conform to this requirement and the requirements of the contract documents.

Leach fields shall be installed INSIDE the perimeter wall but must be installed as shown on the standard drawings.

Manufacturer's standard performance guarantees or warranties that extend beyond a one (1) year period shall be provided.

In general, the Projects shall consist of designing and constructing in accordance with the following sub paragraphs:

4.5 SEQUENCE OF WORK

After de-mining, but prior to the construction of any structures, the Contractor shall submit a well test plan, drill and test the water well, conduct well design activities, and submit all required information to AED for review and acceptance **prior** to installing any permanent well features (per AED Design Requirements document). Failure to follow this process may, at AED's discretion, result in the Contractor having to remove the well casing and screen, re-drill the well and reinstall the proper features per the approved design. It is acknowledged that water may not be available at the site despite Contractor good faith efforts to find it. The Contractor shall drill one or two wells per Section 01015 in an attempt to find water. If water cannot be found the Contractor shall immediately notify the Contracting Officer's Representative (COR). The Contractor will be considered to have fulfilled the terms of the contract and will be entitled to the full price of the contract CLIN for well drilling, however, the Contractor must still furnish all other parts of the water distribution system as described in the specifications.

Dry wells must be de-commissioned in accordance with ASTM D 5299. The Contractor must submit a written plan for de-commissioning wells.

4.6 PROGRAMATIC DESIGN CHARRETTE

The Contractor shall prepare a programmatic Master Site Plan for each project site in the contract. The Master Site Plan shall include all locations of construction office/storage containers, lay-down and construction debris removal area. The development of the master plan will include participation in a Charrette that will be conducted at the Corps of Engineers Area or Resident Office administering the contract. The Charrette shall be scheduled by the Government to occur within ten calendar days of notice to proceed. The programmatic Master Site Plan shall be submitted to the Government no later than twenty days after Notice to Proceed. Site specific adaptations of the programmatic Master Site Plan shall be submitted to the Government according to the schedule provided above.

4.7 SITE SPECIFIC SURVEYS & SUBMITTALS

For each individual construction site, the Contractor shall perform a geotechnical investigation as defined in Section 01015, perform a topographic survey of the site; adapt the programmatic Master Site Plan to the conditions applicable for specific locations; prepare a complete grading and drainage plan with existing grades, proposed grades, and building finished floor elevations based on the technical requirements; prepare a landscaping plan; prepare a water supply, disinfection, and distribution layout plan; and prepare a wastewater collection, septic tank, and leach field layout plan. If there is a requirement for on-site demolition, the Contractor shall prepare and submit a demolition plan for that particular site. The Contractor shall not locate facilities in wadis or dry river beds. The finish floor elevation of all facilities and slabs shall be a minimum of 150 mm above the adjacent finished grade and the 10-year flood elevation. The Contractor shall provide drawings and details to describe any adaptations to the standard design that will be required for individual project sites as a site specific submittal as necessary. At a minimum, site specific submittals shall include: the geotechnical investigation report; drawings, details and calculations associated with well construction; drawings, details and calculations associated with the pre-engineered metal buildings; drawings, details, certifications and calculations associated with the elevated water tank

Contract drawings; drawings and details associated with demolition; drawings, and details associated with site grading; drawings, details, and calculations associated with well pump, disinfection system, distribution system construction; and drawings, details and calculations associated with sanitary sewer and leach field construction.

4.8 DEMOLITION AND GRADING

The Contractor shall demolish all existing structures and buildings at the sites prior to commencement of new work. The Contractor shall remove and dispose of all debris, concrete, and foundations. The Contractor shall verify the location of debris disposal with the Contracting Officer. The Contractor shall perform complete final site grading after installation of all required drainage structures per the Drainage Plan that shall be prepared as part of this project and after installation of any other buried utilities or other project components.

Native crushed stone 100 mm thick shall be placed around all buildings, from the building wall or building landscaping out 2,000 mm and all areas of anticipated foot or vehicle traffic to reduce erosion and to provide dust control. Contractor shall compact underlying sub-grade to a minimum 95 percent of the laboratory maximum dry density as determined by ASTM D 1557, Modified Proctor test. Concrete walkways shall be installed between buildings and parking areas.

4.9 WATER SYSTEM

Design and construct a Potable Water System (PWS), to include a well, protected in an enclosed water well house, water well pump(s), a **5000-gallon (18,940-liter)** elevated water storage tank with an accompanying **25,000-gallon (94,500-liter)** cistern water storage tank and an underground pipe distribution network system for each project site. The elevated water storage tanks and supporting structures shall be constructed in strict conformance with the furnished Contract drawings and specifications. The water system shall be designed and constructed in accordance with the AED Design Requirements, latest version, and UFC 3-230-03A Water Supply which include the use of a capacity factor. Water demand required for fire fighting and for irrigation and landscaping needs shall not be included in design demand calculations.

4.10 SANITARY SEWER SYSTEM

The sanitary sewer collection and treatment systems for each project site shall be designed and constructed by the Contractor. The sanitary sewer collection system shall consist of gravity sewer pipe network and accessories such as manholes, cleanouts, and building service connections.

The sanitary sewer systems shall be designed to accommodate the total facility compound population as specified in the Scope of Work and verified by the Contractor, including use of the required Capacity Factor from UFC 3-240-09FA Domestic Water Treatment, Chapter 4.

System capacity shall be calculated based on a hydraulic waste load equivalent to 80 percent of the required daily demand based on $(\text{Population}) \times (\text{Per Capita Demand}) \times (\text{Capacity Factor}) = (0.80) \times (50 \text{ personnel}) \times (190 \text{ L/capita/day}) \times (1.5 \text{ Capacity Factor}) = 11,400 \text{ lpd}$. The gravity sewer collection systems shall connect to the sewage treatment system which shall be a septic tank absorption field effluent disposal system, facultative pond system or other low maintenance, cost effective system.

Geotechnical investigation of the proposed sewage treatment sites are required and the Contractor shall design the sewage treatment systems to be compatible with site and soil conditions.

At a minimum, design shall include the following:

- (a) **Site Surveys.** The Contractor shall conduct a topographic survey of each project site to determine existing of each site's characteristics. The Contractor shall conduct a utility survey of each site to determine the locations of any nearby water lines, wells, sanitary sewers, storm sewers and electrical lines.
- (b) **Percolation Testing.** At proposed sites for holding ponds and the absorption field, the Contractor shall perform percolation tests in accordance with AED Design Requirements: Sanitary Sewer and Septic Systems. Percolation testing may be carried out with a shovel, posthole digger, solid auger or other appropriate digging instruments. Percolation tests are to be carried out on native soil within the anticipated percolation zone, at a depth below where the leach field pipes are to be placed. These tests shall be accomplished uniformly throughout the area where the absorption field is to be located. Percolation tests determine the acceptability of

the site and serve as the basis of design for the liquid absorption.

- (c) Sanitary systems layout. The Contractor shall design a sanitary system layout for each project site following requirements of Section 01015 this contract. Pipe, fittings, and connections shall conform to the respective specifications and other requirements as listed in Contract Section 01015 and all of its referenced codes.
- (d) Septic system design. The Contractor shall design a septic tank and absorption field system for each site including all tank geometry, hydraulic loading, and inlet and outlet configurations, number of compartments and related site preparation and earthwork. Design will be per specifications provided in Section 01015 and the standard drawings provided.

Contractor shall furnish and install portable latrines units during construction in locations as required by Section 01015. Portable latrines shall be a mix of western and eastern style units. Mix shall be determined by the contracting officer.

4.11 SITE POWER, ELECTRICAL, DISTRIBUTION SYSTEM, AND FUEL STORAGE

Contractor shall design the site electrical system for each project site in accordance with NEC (NFPA 70) requirements. Contractor shall refer to Section 01015 for detail descriptions and requirements of the Systems. Major Electrical Systems are, but not limited to: (a) On-Site Power Plant, (b) Site Secondary Power Distribution System, and (c) Interior Secondary Power Distribution System for each project site. All bulk fuel storage tank(s) are required to be provided to the Government filled with fuel upon completion of the contract.

4.11.1 ON-SITE POWER PLANT

Power Plant shall consist of one 200kVA generator for each project site in accordance with the requirements indicated in Section 01015. Generator shall be provided with the manufacturer's weather-proof sound attenuating enclosure. Generator pad, overhead cover, and security fencing shall be constructed in accordance with the provided contract Fuel Generator Canopy and drawings with fencing and lockable gates. All fencing and gates shall be topped with triple strand barb wire.

4.11.2 SITE SECONDARY POWER DISTRIBUTION SYSTEM

Site Secondary Power Distribution System for each project site shall include installation of underground cables in direct buried, thick walled, Schedule 80 PVC conduit from the Power Plant to the individual facilities, except under traffic areas where the conduit shall concrete encased.

4.11.3 INTERIOR SECONDARY POWER DISTRIBUTION SYSTEM

Interior Secondary Power Distribution System, rated at 380/220 volts, 3-phase, 4-wire and 50 Hz. with wiring installed in surface mounted metal conduits, shall be provided in all facilities, including Guard Towers, Guard Shack, and Guard House.

4.11.4 GENERATOR FUEL STORAGE

The work shall include a factory fabricated tank and installation of the entire fuel storage and distribution system for each project site. Tanks shall be as indicated on the drawings and be provided with a concrete dike, security fencing, and protective overhead canopy. Tanks shall be provided and installed in accordance with Section 01015: TECHNICAL REQUIREMENTS.

4.11.5 COMMUNICATIONS

The Contractor shall design and construct a communications room within each Fire Station Building that shall serve as the center for the entire site. Provide communication conduits (backbone only), space requirements, and feeds in designated facilities as well as a communication system for perimeter security functions. Feeds shall run to all guard towers and guard shacks and back to the central communications room. Communications wiring will be by others.

Communication infrastructure shall be designed in accordance with Section 01015: TECHNICAL REQUIREMENTS.

Backbone Pathway: Telecommunication pathways from the telecommunications entrance facility to telecommunications room(s), and telecommunications equipment rooms (backbone conduits) shall be installed.

4.12 FORCE PROTECTION MEASURES

The Contractor shall construct force protection measures for each project site as detailed in the drawings and as required in other parts of this Section. Force protection measures include, but not limited to, Perimeter Security Walls, ECP Gates, Fence & Vehicle Barriers, Guard Shack, Gate House, and Guard Towers. Construct Perimeter Security Walls as indicated on the site plan for each project from native stone with concrete core, as shown on the provided contract drawings. Install outriggers and single-strand concertina wire on top of the wall. The wall shall measure at least 2.4 m high from grade inside the compound. Interior grade shall be higher than exterior grade. Wall thickness shall be not less than 600 mm. Guard Towers shall be constructed at all four site corners of each project site at an offset to allow visual observation along the outside face of the wall. Outrigger supporting arms shall be “Y” shaped with post securely embedded into the top of the wall. Posts shall conform to the ICC-IBC standard for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded.

4.12.1 PERIMETER SECURITY WALLS

Masonry or native stone walls with concrete core shall be constructed around the perimeter of project site. The height of the walls shall measure at least 2.4 m from the inside and outside grades. The wall shall be topped with barbed wire outriggers and single-coil concertina style razor wire. The ground grade shall slope away from the wall for at least 5 m and shall be kept a minimum of 2.4 m below the top of wall for a minimum distance of 10 m. The wall shall be designed to keep all pedestrian and truck traffic outside the compound from having a visual line of site into the compound.

4.12.2 ENTRY CONTROL POINTS (ECP'S)

The Primary and Secondary ECP's for each project site shall include a manually operated steel swing gate for vehicles and a separate steel swing gate for personnel. The Primary ECP shall also include one Guard Shack, one Gate House, an ECP Canopy, and various active and passive barriers as indicated in the attached Contract Concept Plan. The Primary ECP shall be laid out and constructed in accordance with details provided in Site Details drawings and the ECP canopy shall be constructed in accordance with Entry Control Point Canopy drawings. Design vehicle for ECP entrance is a fuel delivery/septic tank truck and standard fire department vehicles (ladder truck is the largest) typical for region of project.

4.12.3 ECP GATES

Double Swing Gates shall be provided at each project site for vehicle access at the Primary and Secondary Entry Control points and be constructed of steel and be a pair of 3.65 m wide x 2.4 m high steel leaves, constructed of 5 mm steel plate skins, steel tube frame, and steel tube intermediate posts and rails. A Personnel Gate shall be provided for personnel access and be constructed of steel and be 1.5 m wide x 2.4 m high steel leaves, constructed of 5 mm steel plate skins, steel tube frame, and steel tube intermediate posts and rails. Gate design shall ensure it is dimensionally stable, square, true and planar. Gate leaves shall not rack, shake or deflect during operation and the hinges are to be designed and constructed to support the entire weight of each leaf. Gates shall have a sufficient number of hinges; anchor mounted to the exterior masonry walls, to support each gate leaf. Provide a locking mechanism that holds the gates together when in the closed position as well as a drop bolt that engages a steel sleeve embedded in the pavement. Each gate shall be provided with viewports 200 mm x 50 mm. Vehicular swing gates shall be certified to stop a 6,800 kg (15,000 lb) vehicle traveling at 48 kph (30 mph). The vehicular swing gates shall be able to stop the vehicle and cargo, although an allowable gate deflection of 0.9 m (3 ft) will be permitted. The vehicular swing and personnel gates will have three strands of tensioned wire installed on top. The gates will be painted two coats of good quality metal primer and two coats of a good quality finish coating. The final color selection will be made by the COR from samples provided by the Contractor.

4.12.4 GUARD SHACK

Construct one Guard Shack in accordance with the provided contract Guard Shack drawings outside the compound for each project site at a location as indicated in the Concept Plan drawing.

4.12.5 GATE HOUSE

Construct one Gate House at each project site in accordance with the provided contract Gate House drawings inside the compound adjacent to the primary ECP gate, as indicated in the Concept Plan drawing.

4.12.6 GUARD TOWERS

Construct four Guard Towers at each project site in accordance with the provided contract Guard Tower drawings at the four corners of the compound. Guard towers shall be offset from force protection wall corner to allow sight down the outside face of the wall. Access ladders shall be constructed per OSHA Standards. Guard Towers shall be provided with general lighting and shall be fitted with one 360-degree omni- directional searchlight.

4.12.7 FENCING AND BARRICADES

Fencing at each project site shall consist of the types shown or described herein. Chain-link fences, 2 m in height, shall be provided around both the water supply and power generation/fuel storage areas. Double swinging gates should be provided to allow direct vehicular access to the well and generator/fuel facilities. Gates should include locking mechanisms that can be secured with a padlock to prevent unauthorized entry. Entire fences, including gates, should be topped with triple strand barb wire.

4.13 ROAD NETWORK, SIDEWALK, AND PARKING

The Contractor shall design and construct the entire road and parking network for each project site. The roads shall be designed to carry traffic of a 40 metric-ton five-axle vehicle. A storm drainage system shall also be included. The road layout shall provide access to entry control points, parking lots, vehicle maintenance facilities, fuel points, generator yard, sewage septic tank, and the trash collection point. Provide parking areas inside the compound, for number of vehicles and size as indicated in the concept plan. Road design shall be designed per Section 01015, Technical Requirements. Roadways and sidewalks are required as shown on attached drawings and shall be designed and constructed based upon recommendations from geotechnical analysis as required herein. A large paved vehicle turning area is required per the standard drawings provided.

Provide a network of sidewalks to connect the buildings as indicated on the Concept Plan drawing. Sidewalks shall be minimum 1.5 m in width.

4.14 GENERATOR & FUEL STORAGE CANOPY AND VEHICLE REFUEL POINT

The Contractor shall construct, in the location shown on the provided Concept plan drawing, a Generator and Fuel Storage Canopy and Vehicle Refuel Point in accordance with the provided contract drawings.

4.15 TRASH COLLECTION POINT

The Contractor shall construct for each project site, in a location convenient for easy removal, a Trash Collection Point in accordance with the provided contract drawings. It shall be located outside the compound walls.

4.16 FIRE STATION BUILDINGS

Construct two (2) two story Fire Station Building in accordance with the provided contract drawings and located per the provided site plans.

Communications Room: The Contractor shall design and construct a communications room in within each Fire Station Building that shall serve as the center for the entire site. Provide communication conduits (backbone only), space requirements, and feeds in designated facilities as well as a communication system for perimeter security functions. Feeds shall run to all guard towers and guard shacks and back to the central communications room. Communications wiring will be by others. Communication infrastructure shall be designed in accordance with Section 01015: TECHNICAL REQUIREMENTS.

Backbone Pathway: Telecommunication pathways from the telecommunications entrance facility to telecommunications room(s), and telecommunications equipment rooms (backbone conduits) shall be installed.

4.17 VEHICLE AND APPARATUS BAY BUILDING

Construct one single story (high bay height) for six vehicle bays and apparatus area in accordance with the contract drawings and located per the provided site plan for each Fire Station. Bays will accommodate standard fire department vehicles.

4.18 FIRE FIGHTER'S TRAINING BUILDING

Construct one three story fire fighting training facility for each project in accordance with the contract drawings and located per the provided site plan.

4.19 COMMUNICATION TOWER

Construct one communication tower for each project in accordance with the contract drawings and located per the provided site plans. The contractor is not responsible for the communications dish and other equipment, to include cabling, as shown on the drawing; this will be government furnished and installed materials.

5. COMPLETION OF WORK

See Section 00150 for performance schedule and liquidated damages. Period of performance is defined as the number of calendar days from receipt of notice to proceed. Liquidated damages are assessed at the stated rate per day for every day of delay past the period of performance until contract completion. Site work construction will not be allowed to proceed until demining is complete.

6. SPARE PARTS

Refer to other sections herein for requirements.

7. REFERENCES

Refer to Section 01015 for required references.

-- END OF SECTION --

SECTION 00113
PROCEDURES FOR SUBMITTAL OF OFFERS AND PROPOSAL EVALUATION CRITERIA

1.0 GENERAL

1.1 BASIS AND INTENT

The intent of this Request for Proposal (SOLICITATION) is to select one Contractor for the Site Adapt contract for Afghan National Police Class B Fire Departments located in Herat, Herat Province, Afghanistan.

The basis of award is lowest Price Technically Acceptable (LPTA). The Contracting Officer shall award a contract on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability.

2.0 STANDARDS FOR NON-COST FACTORS. SUBMITTALS

2.1 SUBMISSION REQUIREMENTS

2.2 GENERAL

Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the SOLICITATION. Information provided out of sequence may not be evaluated and may result in the offeror's disqualification from award. Requirements stated in this SOLICITATION are minimums.

Electronic (as email) inquiries to this solicitation must be received by this office not later than five (5) calendar days prior to the due date of proposals. Questions received less than five days prior to the due date of proposals will not be entertained.

Proposals may be withdrawn by written or electronic (as email) notice at any time before award.

2.3 SUBMISSION ADDRESS

Electronic (softcopy) proposals (submitted as attachments to emails) are can be submitted to the following email address: evan.b.carter@usace.army.mil and tas.contracting@usace.army.mil

Each offeror that plans to submit a hand-carried proposal must contact the appropriate Government point of contact (see Block #10 of the SF 1442) via email no later than one day prior to the proposal due date in order to coordinate delivery.

All offers must be received by the closing date and time identified in Block #13 of the SF1442 (unless amended) in order to be considered for award.

2.4 SUBMITTAL FORMAT

2.4.1 ELECTRONIC FORMAT

Offerors are required to submit a proposal made up of the following two sections: Technical Proposal and a Price Proposal. All proposal materials shall be submitted with a table of contents. The sections should parallel the submission requirements identified in the below paragraphs.

Each page of the Technical Section shall be numbered sequentially.

Each proposal section shall not exceed 50 pages using a minimum font size of 11 and a minimum margin size of one half inch on all sides. Format restrictions and page limitations will be strictly adhered to and enforced. Information submitted which exceeds the specified limit will not be evaluated.

2.5 SITE VISIT

There will be no site visit for this project. See site assessment report (Appendix) for site information.

3.0 PROPOSAL EVALUATION PROCESS

A Source Selection Evaluation Board (SSEB) comprised of representatives of the Corps of Engineers, and other required personnel, will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is Lowest Price Technically Acceptable.

The evaluation process essentially consists of three parts: proposal compliance review and responsibility determination, technical/quality evaluation, and price evaluation.

3.1 PROPOSAL COMPLIANCE REVIEW

This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received.

3.2 TECHNICAL/QUALITY EVALUATION

The SSEB will evaluate and rate those proposals passing the first review, above. Proposals will be evaluated against the SOLICITATION requirements. Factors will be rated either 'Go' or 'No-Go'. If a proposal is determined a 'No-Go', further evaluation by the SSEB is not warranted.

3.4 PRICE EVALUATION

The SSEB can evaluate price proposals independent of the technical/quality evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS

Proposals will be evaluated (in English) in accordance with the evaluation factors. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

Volume I - Technical:

- Factor 1 Experience;
- Factor 2 Personnel;
- Factor 3 Past Performance

Volume II - Price:

- Tab A Standard Form 1442;
- Tab B Section 00010, Proposal Bid Schedule, and;
- Tab C Joint Venture Agreement (if applicable).

4.1 VOLUME 1 - TECHNICAL AND PERFORMANCE CAPABILITY

4.1.1 FACTOR 1-EXPERIENCE

4.1.1.1 SUBMISSION REQUIREMENTS

Each Offeror shall complete a **minimum of three (3), but no more than five (5)**, project 'Prime Contractor Experience' form(s), attached at the end of this section. All blocks must be filled-in and all data must be accurate, current and complete. Submission requirements (in English) for experience are:

- a. To meet Prime Contractor Experience, a Prime Contractor must have self performed, on site at least 25% of the direct contract labor, exclusive of other general condition or field overhead personnel, material, equipment, design or subcontractors.
- b. At least one (1) project provided to demonstrate experience must have awarded contract value (at time of award, including options) of **over \$5,000,000.00 (USD)**. If the submitted proposal does not include an awarded project in the amount of **\$5,000,000.00 (USD) or above, as the prime contractor, the Offeror's proposal will receive a "NO GO" evaluation.**
- c. All other projects provided shall demonstrate experience awarded at value (at time of award, including options) **over \$1,000,000.00 (USD), as a prime contractor.**
- d. Each project used to demonstrate experience must be at least 75% complete or have been completed within the last 5 years from the date of this solicitation.
- e. Provide detail project descriptions to demonstrate experience with **ALL OF THE FOLLOWING** construction facilities, features or activities:
 1. Reinforced concrete construction;
 2. Site utility design;
 3. Design/build;
 4. Electrical, water, wastewater and storm water distribution and collection systems, and;
 5. Water well construction.
- f. One project can be used to satisfy multiple features or activities. Each offeror is required to submit at least three (3) but not more than five (5) 'Prime Contractor Experience' forms. Regardless of the number of forms submitted (not to exceed 5), the offeror must demonstrate all of the above features/activities (items a through g).
- g. Individual task order of a Multiple Award Task Order Contract (MATOC) may be submitted as a single project to demonstrate experience as defined in Section 4.1.1.1 a. thru e. Combining contract values of individual task orders of a MATOC is not allowed to meet criteria 4.1.1.1b and 4.1.1.1.c.

NOTE: The Prime Contractor is defined as the contractor identified in Block 14 of the Standard Form 1442. If more than one contractor is listed in Block 14, then a signed joint venture must be submitted with the proposal. For United States contractors, the joint venture shall be registered in the Central Contractor Registration (CCR).

4.1.1.2 EVALUATION CRITERIA

The SSEB will evaluate experience submitted per Section 4.1.1.1. Offerors must meet all of the experience requirements identified in Section 4.1.1.1 to receive a 'Go' rating.

Proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully construct the proposed project will be considered to NOT meet the minimum requirements of the SOLICITATION and will be rated a 'No-Go'. Substantial evidence is defined as documenting experience in Section 4.1.1.1.

All blocks of the 'Prime Contractor Experience' forms (attached at the end of this section) that are submitted must be completed, and all data must be accurate, current, and verifiable. Failure to provide a current and accurate point of contact on the 'Prime Contractor Experience' form will render the form and the project as unacceptable.

The Government reserves the right to contact the references listed on the submitted forms in order to verify the information submitted.

4.1.2 FACTOR 2-PERSONNEL

4.1.2.1 SUBMISSION REQUIREMENTS

Provide resumes for the following key personnel:

- a. Overall Project Manager;
- b. Construction Superintendent;
- c. Quality Control Manager;
- d. Senior Electrical Engineer, and;
- e. Senior Civil Engineer.

Project Manager, Construction Superintendent and Quality Control Manager shall have:

- a. The key personnel resume must demonstrate a minimum of 5 years of relevant experience in their assigned job position on this project as it relates to Design/Build and/or Site Adapt construction projects;
- b. Provide documentation identifying each person as a current full-time employee of the Prime Contractor or a letter of intent signifying their employment for this project; and
- c. Provide documentation by transcript or otherwise evidencing a 4-year college degree from an accredited university.

The key personnel resume for Senior Electrical and Senior Civil Engineer shall:

- a. Demonstrate that the Senior Electrical and Senior Civil Engineers have a minimum 10 years of relevant experience in their assigned job position on this project as it relates to Design/Build and/or Site Adapt construction projects AND must be a professional engineer with an active professional registration in their home of record (HOR). Provide documentation in the form of a certificate or otherwise evidencing a professional license number or registration. If the HOR country does not possess a professional registration practice, the key personnel resume must demonstrate a minimum of 15 years of relevant experience in their assigned job position on this project as it relates to Design/Build and/or Site Adapt construction projects;
- b. Provide documentation identifying each person as a current full-time employee of either the Prime Contractor or sub-contractor or a letter of intent signifying their employment for this project; and,
- c. Provide documentation by transcript or otherwise evidencing a 4-year college Bachelor of Science or Engineering degree from an accredited university in the respective field of study and assigned job position.

Resumes must include the information on 'Personnel Resume/Experience' form attached at the end of this section. All information must be filled in and all data should be accurate, current, and complete.

NOTE: Identified personnel must be used on the project. Any substitution of identified persons will not be permitted without prior approval of the Contracting Officer. Identification of two individuals proposed for a single position will result in the evaluation of only the least qualified person. A single individual cannot be identified as 'key personnel' for more than one 'key personnel' position.

4.1.2.2 EVALUATION CRITERIA

The SSEB will evaluate the resumes of the key personnel for compliance with requirements per Section 4.1.2.1. Offerors must meet all of the key personnel requirements identified in Section 4.1.2.1 to receive a 'Go' rating.

Proposals that fail to include substantial evidence that the offeror can provide key personnel with the qualifications and relevant experience as specified in Section 4.1.2.1 will be considered to NOT meet the minimum requirements of the SOLICITATION and will receive 'No-Go' rating for this Factor.

4.1.3 Factor 3 – Past Performance

4.1.3.1 Submission Requirements

The offeror shall provide past performance information in one of two formats for each project provided under 4.1.1 Factor 1 - Experience.

(1) Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) for projects performed for the U.S. Government. If the project provided has a CPAR, it must be used by the offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it will be the most recent evaluation in the system (i.e. for projects submitted as completed, the final 100% completed CPAR will be provided). If the offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.

(2) If CPAR information is not available for a project provided for experience, a completed Past Performance Questionnaire (PPQ), attached at the end of this section (Form A-3) must be provided per the following guidance.

- a. The PPQ with Part I completed by the offeror will be included in the offeror's proposal.
- b. For each PPQ included in the offeror's proposal, the offeror will identify the point of contact (respondent) performing the evaluation in part II. This identification will consist of the name, organization (company), phone number, and email address of the respondent.
- c. The respondent must be familiar with the project, but not affiliated with the offeror.
- d. The respondent must be able to provide an independent evaluation of the offeror's performance on the referenced project.
- e. The completed PPQ must be returned to the Government directly by the respondent to the email address identified in Part III of the PPQ. Completed PPQs submitted directly by the offeror or included in the offeror's proposal will not be evaluated.

It is the offeror's responsibility to ensure the Government will be able to contact the POCs using the contact information provided. Offerors are encouraged to send their request to the POC as soon as possible once a project is identified for experience under Factor 1.

4.1.3.2 Evaluation Criteria

The Source Selection Evaluation Board (SSEB) will evaluate past performance information received as follows:

If CPAR is used, the overall rating of each assessment report provided is either satisfactory, above average, or outstanding to receive a "Go" rating. Additionally, if the PPQ is used, Item F (Overall Satisfaction) of each PPQ submitted has a rating of satisfactory or extremely satisfactory to receive a "Go" rating.

If CPAR is used, the overall rating of any assessment report provided is either marginal or unsatisfactory, the offeror will receive a "No Go" rating for this Factor. If the CPAR is used, the Government reserves the right to check the Past Performance Information Retrieval System (PPIRS) to verify the accuracy of the CPAR submitted. CPARs submitted by the offeror which do not match those in the system, or for which there is a more current CPAR available, may cause the offeror to receive a "NO-GO" for this factor. Furthermore, if the PPQ is used and Item F (Overall Satisfaction) of any PPQ submitted has a rating of unsatisfactory, the offeror will receive a "No Go" rating for Factor 3. **If a project referenced "Past Performance Questionnaire" is not accompanied by two (2) current and verifiable Project Reference POC, the minimum requirement of this criterion will not have met and will be rated a 'No-Go'.**

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror.

The Government may not obtain information from any or all of the listed contract references and/or may not contact all of the identified POCs

4.2 VOLUME II PRICE

4.2.1 STANDARD FORM 1442

4.2.1.1 MISSION REQUIREMENTS

Submit original only in a separate sealed envelope. The offeror shall submit Standard Form 1442. This form is included in Section 00010 of this SOLICITATION.

4.2.1.2 EVALUATION CRITERIA

Standard form 1442 is to be completed and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

4.2.2 TAB B, SECTION 00010, PROPOSAL BID SCHEDULE

4.2.2.1 SUBMISSION REQUIREMENTS

The Offeror shall complete and submit in its entirety Section 00010, Proposal Bid Schedule. This form is included in Section 00010 of this SOLICITATION.

4.2.2.2 EVALUATION CRITERIA

The price (Proposal Bid Schedule) may be evaluated by the SSEB for reasonableness through the use of cost and or price analysis.

4.2.3 TAB C, JOINT VENTURE AGREEMENT (IF APPLICABLE)

4.2.3.1 SUBMISSION REQUIREMENTS

If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized / approved, indicate its status.

The JV Agreement will not count towards the 50 page limit.

4.2.3.2 EVALUATION CRITERIA

JV Agreements shall clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, a clear delineation of responsibilities and authorities between the JV parties, and provide that each party is jointly and severally liable for the performance of all contract requirements.

4.3 SOURCE SELECTION DECISION

The Source Selection Authority (SSA) will make an independent source selection decision using the findings presented by the SSEB. The SSA is not necessarily bound by the evaluation findings of the SSEB and reserves the right to review all available resources such as the Past Performance Information Management System (PPIMS), Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance Information & Integrity System (FAPIS), or any other databases or sources available to establish the overall acceptability of an offer using price and non-price factors prior to making award.

5.0 RESPONSIBILITY DETERMINATION

Prior to actual award, the Government will conduct an independent responsibility review of the apparent successful offeror in accordance with the provision of FAR Subpart 9.1.

PRIME CONTRACTOR EXPERIENCE

1. Project name and location (City, State, Country)	
2. Project owners name (Government Agency, commercial firm or other organization)	
3. Project owners complete address	
4. Were you the Prime Contractor? YES NO Percentage of work that was self-performed? _____%	
5. Contract number of project	6. Date of contract
7. Date work began	8. Completion Dates: Initial: _____ Actual: _____
9. Project Completion Percentage (%)	
8. Contract Value at Time of Award	9. Final invoiced amount (or amount invoiced to date)
10a. English speaking Technical point of contact for the Project Owner (name, title, e-mail address, phone number)	10b. English speaking Contracting point of contact of the Project Owner (name, title, e-mail, phone number)
11. Description of Construction contract work -describe DETAILED nature and scope of work. Detail how project demonstrates experience requirements in Section 00113, Paragraph 4.1.1.1. Also include explanation of any performance problems or other conflicts with the customer. (Offerors will be evaluated for the ability to provide timely, complete work; be certain to explain any differences between the initial and actual completion dates in block 8.) Use continuation sheet for additional information, if necessary.	

12. Current status of the project (check one)

- Work continuing, on schedule
- Work continuing, behind schedule
- Work completed, no further action pending
- Work completed, routine administrative action pending
- Work completed, claims negotiation pending/underway
- Work completed, litigation pending/underway
- Terminated for convenience
- Terminated for default
- Other (Explain, use additional sheets as necessary)

PERSONNEL RESUME/EXPERIENCE

Name and Title _____

Name of your firm _____

No. of years: Presently with this firm _____ With other firms _____

No. of years in field of work: _____

Education (School/Degree(s)/Year/Specialization):

Registration/Accreditation: _____ YES _____ NO*

License No. _____ Country/State _____ Year _____

***Note: If the HOR country does not possess a professional registration practice, the key personnel resume must demonstrate a minimum of 15 years of relevant experience in their assigned job position.**

Your Assignment on this project

Your specific experience and qualifications relevant to this project. Include a POC with phone number for the two most recent projects described:

Project Name and Location: _____

General Scope of Project:

Your Role in the Project and a Description of the Duties You Performed:

Owner's POC for reference (name and phone number):

Project Name and Location: _____

General Scope of Project:

Your Role in the Project and a Description of the Duties You Performed:

Owner's POC for reference (name and phone number):

- NOTE:
1. Key personnel resumes shall not exceed two pages.
 2. Attach documentation of full time employment or letter of intent.
 3. Attach documentation of college degree.

Please provide your candid responses. **The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow up by the evaluators.** If you do not have knowledge of or experience with the company in question, please forward this Questionnaire to the person who does. **Please return the completed Questionnaire within 3 days.** Thank you.

PART I. (To be completed by the Offeror)

A. CONTRACT IDENTIFICATION

Contractor/Company Name/Division:

Address:

Program Identification/Title:

Contract Number:

Contract Type:

Prime Contractor Name (if different from the contractor name cited above):

Contract Award Date:

Forecasted or Actual Contract Completion Date:

Nature of the Contractual Effort:

B. IDENTIFICATION OF OFFEROR'S REPRESENTATIVE
--

Name:

Title:

Date:

Telephone Number:

FAX Number:

Address:

Email Address:

PART II. EVALUATION (To be completed by Point of Contact – Respondent)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship.
--

- Exceeds Contractual Requirements **(Explanation must be provided in Comments field below)**
- Meets Contractual Requirements
- Failed to Meet Contractual Requirements **(Explanation must be provided in Comments field below)**

Comments:

B. Effectiveness of Project Management (to include use and control of subcontractors).

- Exceptional **(Explanation must be provided in Comments field below)**
- Satisfactory
- Unsatisfactory **(Explanation must be provided in Comments field below)**

Comments:

C. Timeliness of Performance for Services and Product Deliverables

- Exceeds Contractual Requirements (Explanation must be provided in Comments field below)**
- Meets Contractual Requirements**
- Failed to Meet Contractual Requirements **(Explanation must be provided in Comments field below)**

Comments:

D. Effectiveness in Forecasting and Controlling Project Cost.

- Exceptional **(Explanation must be provided in Comments field below)**
- Satisfactory
- Unsatisfactory **(Explanation must be provided in Comments field below)**

Comments:

E. Commitment to Customer Satisfaction and Businesslike Concern for its Customers' Interest.

- Exceptional **(Explanation must be provided in Comments field below)**
- Satisfactory
- Unsatisfactory **(Explanation must be provided in Comments field below)**

Comments:

F. Overall Satisfaction.

- Extremely Satisfactory **(Explanation must be provided in Comments field below)**
- Satisfactory
- Unsatisfactory **(Explanation must be provided in Comments field below)**

Comments:

G. General Comments. Provide any other relevant performance information.

H. Other Information Sources. Please provide the following information:

Are you aware of other relevant past efforts by this company? YES NO

If yes, please provide the name and telephone number of a point of contact:

I. Respondent Identification. Please provide the following information:

Organization:

Name:

Title:

Date:

Telephone Number

Address:

Fax Number:

Email Address:

PART III. RETURN INFORMATION

Please return this completed Questionnaire via email to evan.b.carter@usace.army.mil with a courtesy copy to tas.contracting@usace.army.mil. Thank you for your assistance.

SECTION 00150 THE SITE ADAPT PROCESS

1.0 GENERAL

1.1 SITE ADAPT PROCESS

The facility shall be "site adapt" designed and built by a single contractor. "Site adapt" means the contractor shall construct work in exact conformance to all drawings and construction specifications furnished in the in the appendices to the Contract. These specifications and drawings provide a complete design of the building and structural elements of the Afghanistan National (ANP) Class B Fire Station. The Contractor shall perform design analysis to prepare all the civil site work drawings and specifications necessary to adapt this building design to the site. The contractor is also required to perform design analysis and prepare any specifications and drawings needed to complete all other contract requirements. The design analysis and contractor-developed drawings and construction specifications shall be submitted for review in accordance with Section 01335.

The contractor may be a single firm or a team of firms that includes registered Architects and Engineers either employed by or subcontracted to the contractor. Licensing jurisdiction of Architects and Engineers of record shall be shall be verifiable. The contractor shall be the Architect/Engineer-of-Record for all work not associated with the furnished drawings and specifications whether the contractor utilizes services of licensed architects and engineers employed by its firm or subcontracts with independent architectural and/or engineering firm(s). The contractor shall be solely liable for design errors and/or omissions and should be insured as the A-E firm against design errors and omissions.

Section 00555, DESIGN CONCEPT DOCUMENTS identifies project documents furnished herewith to be used as the basis for site adapt process. The successful Offeror shall be required to adapt the concept documents to the project location, submit the site design for approval, and construct the project in compliance with the approved documents.

2.0 OUTLINE DESCRIPTION OF THE DESIGN PHASE

The Contractor shall not begin any construction work on any phase of the process until receiving a Clearance for Construction (CFC) authorization for that phase, issued by the government PROPOSAL PHASE

The Proposal Phase includes the period from the time from the issuance of the Request for Proposals (RFP) through the award of the Site Adapt contract.

2.1 DESIGN PHASE

The successful contractor shall develop and submit for formal review a submittal (2 copies) and the final site-adapted design. The Design Phase will consist of four parts (35%, 65%, 95% and 100%) as follows:

- a. A Pre-design meeting will be conducted to distribute drawings to the contractor, finalize and clarify technical information, and clarify other necessary information.
- b. First (35%) design submittal consisting of: Geotechnical report including percolation test locations, depths and results; Well design; Survey (Topography and complete final Grading & Drainage Plan); Demolition Plan (if applicable); and Outline of specifications (Table of Contents). After approval of the 35% design submittal the Government may issue a CFC letter for the Contractor to begin limited construction activities, namely demolition work, clearing, grubbing, and rough grading the site.
- c. Second (65%) design submittal consisting of: Design Analysis of all elements of the project; Full set of drawings and specifications for site preparation work, roads, bridges, utilities, paving, foundations, water and wastewater features of all facilities. After approval of the 65% design submittal (drawings and specifications), the Government may issue a CFC letter to commence

- with the Build Phase for final grading the site, storm drain, water, sewer and any other approved site and off-site utilities, parking lot base course and any approved foundations.
- d. Third (95%) design submittal. The 95% design shall not begin until the 65% design submittal is approved. The 95% design shall consist of: 100% complete drawings and specifications for any previously non-approved utilities, paving, previously non-approved foundations, and structural features of all work.
- e. Fourth (100%) design submittal, consisting of: Completion of all previous design submittal comments requested but not yet incorporated into the plans, specs or Design Analysis.

3.0 BUILD PHASE

The Build Phase will be initiated by an authorization letter. The authorization letter will be provided separately by the Contracting Officer for each phase of the work. The Government may give the contractor authorization for the Build Phase for portions of the work following review and approval of the 65% design submittal. Weekly coordination meetings will be held at which, as a minimum, the contractor's Project Manager, a representative of the Designer, the site Superintendent, and the Quality Control Manager shall be present.

4.0 PROJECT SCHEDULE:

The following is an internal design schedule, subject to modification by the Offeror to suit their particular method of operation. Total design and construction period cannot be changed except by contract modification. Prospective offerors shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project.

Notice to Proceed Pre-design Meeting	following Award of Contract (upon written notice) within 7 days after NTP
35% Design Submittal due	within 45 days after NTP issued
*Optional: 35% Submittal Review Conference	15 days after 35% design is submitted
Initial Limited Construction Phase Begins	Upon receipt of CFC by government
65% Design Submittal Due	within 30 days after 35% design is approved
*Optional: 65% Submittal Review Conference (Location TBD)	15 days after 65% design is submitted
Intermediate Construction Phase Begins	Upon receipt of CFC by government
95% Design Submittal Due	within 30 days after 65% design is approved
*Optional: 95% Submittal Review Conference (Location TBD)	15 days after 95% design is submitted
100% Design Submittal (Incorporate all changes requested but not yet completed on all previous submittals)	within 14 days following review conference
Build Phase Authorization for Remainder of Work	Upon approval of 100% design submittal
Total Design and Construction Period	365 days + weather days as allotted for province in section 1060 (performance period includes design and construction phases)

*Submittal Review Conferences will be scheduled by government if submittal quality is considered to be poor.

All days are in calendar days.

5.0 LIQUIDATED DAMAGES:

Liquidated damages in the amount of **\$1,234.00** every calendar day of delay shall be assessed and charged to the Contractor.

--END OF SECTION--

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the

information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be

withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at

the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a 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 **US Army Corps of Engineers, Kandahar, Afghanistan, APO, AE 09355**.

(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)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has not been scheduled

(c) Participants can visit the site, at their discretion.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(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):

<http://farsite.hill.af.mil/>

<http://acquisition.gov/comp/far/index.html>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--
CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--
CERTIFICATION (SEP 2010)

(a) Definition.

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial

interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

DBA INSURANCE

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APRIL 2011)

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE, C-3 and the 408th CSB contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

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

(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but *excludes* per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
 (Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
 (Use appropriate Rate) Ex: If a Service, the rate is \$3.50/\$100 or 3.5%

(3) Total DBA Cost: _____
 (Amount of DBA Premium) Ex: \$100 K multiplied by 3% is \$3,000.00

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

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Nikki Hounghmany, (703) 813-6571 usace@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

(e) Labor Category/Job Classification Definitions:

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

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

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

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

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984

52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
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	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7044 Alt I	Balance of Payments Program--Construction Material (OCT 2010) Alternate I	DEC 2010
252.225-7045 Alt III	Balance of Payments Program--Construction Material Under Trade Agreements (Oct 2010) Alternate III	DEC 2010
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) **no later than 15 days prior to submission of the first request for payment.** If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **Twelve (12%) percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are not the result of site investigations by the US Government. The contractor cannot rely upon indications of physical conditions on the drawings and in the specifications. Any comments are of a general nature and not site specific. Contractors must rely upon their own assessment of site conditions.

(b) Weather conditions are potentially difficult. Afghanistan is situated in the interior of Asia, lying on the Iranian Plateau. It is a country land-locked on all sides and surrounded by the rough and rugged Hindu Kush Mountains. Afghanistan has the typical arid to semi-arid climate of the Russian Steppes. Weather in Afghanistan is characterized by dry hot cloudless summers and severe winters. The areas lying in the northeastern part of the mountains experience sub-arctic conditions having dry, cold winters.

The Afghanistan weather is marked by great variance in temperatures from region to region. It is accompanied by huge differences in day and night temperatures and summer and winter temperatures. The drought-ridden regions of the southwestern plateau experience daytime temperatures of 35 degree Celsius. Jalalabad is among the hottest places in the country recording the maximum temperature of 49 degree Celsius in the month of July. January temperatures fall to -15°C or below in regions situated at high altitudes in the mountains.

There is a rise in the mean precipitation as one goes from the western side to the eastern side of the mountains, the average being 400mm in the southeastern monsoon areas. Mostly, the precipitation takes place from December to

April. Highlands experience snowfall during December-March and the lowlands experience intermittent rainfall from December to May.

Herat Weather: Herat experiences temperate summer temperatures with violent winds blowing from the northwest during May-September. The winters in Herat are not so severe with snow melting as it falls.

(c) Transportation facilities are limited and austere. Contractors must make their own determination of their transportation requirements. The US Government makes no guarantees regarding the availability of transportation facilities, which includes normal ground and air transportation.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(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):

<http://farsite.hill.af.mil/>

<http://acquisition.gov/comp/far/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **Defense FAR supplement (48 CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)(AUGUST 2010)

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

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

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

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

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

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

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

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

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

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

or

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

00010	Proposal Schedule
00110	Proposal Preparation
00120	Proposal Evaluation and Contract Award
00150	The Site Adapt Process
00555	Design/Concept Documents
01010	Scope of Work
01015	Technical Requirements
01040	Security
01060	Special Contract Requirements
01060a	Project Sign

01312	Quality Control System
01321	Project Schedule
01335	Submittal Procedures for Design/Build Projects
01335a	Attachments AED
01355	Environmental Protection
01415	Metric Measurements
01451	Contractor Quality Control (with design)
01525	Safety and Occupational Health Requirements
01780a	Closeout Submittals
01781	Operation and Maintenance Data
Appendix A	Drawings
Appendix B	Divisions 1 and 2 Specifications
Appendix C	Site Assessment

(End of clause)

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

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

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

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

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

(End of clause)

252.225-7997

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

(a) Definition. As used in this clause—

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

(b) General. (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

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

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

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

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

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

- (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must, at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; And
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or 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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war 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 United States diplomatic, consular, military, or other Government missions outside the United States (18U.S.C. 7(9)).
- (f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
 - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
 - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) Registration of Contractor personnel and private security contractor equipment.
- (1) The Contractor is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.
 - (2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone—
 - (A) Hired under contracts valued less than \$100,000;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary Message Reporting System
- (3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.
- (4) Follow these steps to register in and use SPOT:
 - (i) SPOT registration requires one of the following login methods:
 - (A) A Common Access Card or a SPOT-approved digital certificate; or
 - (B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account
 - (ii) To register in SPOT:
 - (A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and
 - (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.
 - (iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.
 - (iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.
- (5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).
- (6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- (h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
 - (i) Weapons.
 - (1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying

of weapons—

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

(ii) The **(N/A - USACE DOES NOT ISSUE WEAPONS TO CONTRACTORS)** may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

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

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location

sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

(p) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.236-5	Material and Workmanship	APR 1984
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365 Days from Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,234.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) **60** percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining **40** percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

C3 CLAUSES

C3 CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)

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

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

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

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

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

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

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

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

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

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

C3 CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

C3 CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

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

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated Dec 2005
- (8) U.S. CENTCOM Policy Letter, Mod 3, *Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated Nov 2006
- (9) U.S. CENTCOM Policy Letter, Mod 3, *Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated Jun 2009

(b) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below):

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

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

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

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

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

(e) **Plan for Accomplishing Background Checks.** Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.
- (2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

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

(g) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

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

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

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

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

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

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

Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(l) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with humanity or respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(m) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(n) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(o) **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors.
- (2) The names and contact information of its subcontractors at all tiers.
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

C₃ CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or

Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch.

CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (NOV 2010)

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

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

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

C3 CLAUSE 952.225.0004 COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

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

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

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

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

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

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

C3 CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

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

The following information shall be provided for each province in which work was performed:

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

C3 CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (NOV 2010)

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

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

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

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

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

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

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

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

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

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

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

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

ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

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

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

C3 CLAUSE 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

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

<u>U.S. Citizens Accompanying the Force</u>		
<input type="checkbox"/> APO/FPO/MPO/Postal Services	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF	<input type="checkbox"/> Govt Furnished Meals	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access (CAC)/ID Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

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

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

C3 CLAUSE 952.225-0013 CONTRACTOR HEALTH AND SAFETY (NOV 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

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

C3 CLAUSE 952.225-0016 CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

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

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

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

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

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

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

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

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

(b) CENTCOM Contracting Command (C3) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

C3 CLAUSE 952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JUL 2010)

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

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

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

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

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

UFC: http://65.204.17.188/report/doc_ufc.html

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

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

LOCAL CLAUSES TRAVEL WARNINGS

The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice *shall be furnished to the contracting officer upon award of the contract*, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

(End of clause)

APPLICATION OF US CRIMINAL JURISDICTION

Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of the notice *shall be furnished to the contracting officer upon award of the contract*, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

(End of clause)

DBA INSURANCE**WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APRIL 2011)**

(a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rates under the USACE, C3 and 408th CSB contract are as follows:

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

(c) Labor Category/Job Classification Definitions:

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

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

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

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

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

- (d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA Insurance coverage directly from CNA Insurance Co.
- (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (f) CNA's Broker (Rutherford International) shall provide proof of confirmation of coverage within 3 working days of receipt of a complete insurance application. This confirmation should be used by the Contracting Officer to issue notice to proceed with performance.
- (g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.
- (h) Claims Reporting - The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:
- (i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and
 - (ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

The District/Center Safety and Occupational Health Manager POC is:

Susan R. Fox, Email: Susan.R.Fox@usace.army.mil

- (i) The Insurance carrier/Broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.
- (j) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

(End of clause)