



**US Army Corps
of Engineers
Afghanistan Engineer District**

FACILITIES SUPPORT SERVICES

Afghanistan Engineer District, North

Service Contract Performance Work Statement

**Proposal Requirements, Contract
Forms, Conditions of the Contract**

April 2011

THIS IS A SINGLE-PHASE REQUEST FOR PROPOSAL

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SOLICITATION PROVISIONS; CONTRACT CLAUSES;
AND SITE ADAPT SPECIFICATIONS**

For
Facilities Support Services

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 115		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W5J9JE-11-R-0091		6. SOLICITATION ISSUE DATE 21-Apr-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDRA L ALLISON MAJ			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 02 May 2011	
9. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356 TEL: FAX:			CODE W5J9JE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.			CODE		18a. PAYMENT WILL BE MADE BY CODE			
FACILITY CODE			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Section SF 1449 - CONTINUATION SHEET

DBA INSURANCE

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)

(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 and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service	\$4.00	per \$100 of employee remuneration
Construction	\$6.00	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 \$4.00/\$100 or 4%
- (3) Total DBA Cost: _____
(Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

(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 Ramoan Jones, (703) 813-6571 ramoan.jones@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: \$4.00/\$100 “White collar” workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION: \$6.00/\$100 “Blue collar” workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (OCT 2009)

- (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 rate under the USACE and JCC-I/A contract is **\$4.00 per \$100 of compensation for services**.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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:

[insert contact information here]

(g) 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.

BID SCHEDULE**PROPOSAL SCHEDULE**

The Contractor shall provide a price for all items, including those labeled, "Optional Items." The Government will evaluate the Contractor's entire proposal to determine which proposal represents the best value to the Government.

BASE YEAR

No.	Description	Qty	Unit	Unit Price	Total Amount
1. Base Year Proposal:					
0001	Facilities Manager Supervisor Scheduled Work Week 48 hours	1	EA	_____	\$ _____
0002	Lead Facilities Maintenance Manager Scheduled Work Week 48 hours	2	EA	_____	\$ _____
0003	Electrician Scheduled Work Week 48 hours	4	EA	_____	\$ _____
0004	Split Pac Servicer Scheduled Work Week 48 hours	4	EA	_____	\$ _____
0005	Carpenter Scheduled Work Week 48 hours	3	EA	_____	\$ _____
0006	Plumber Scheduled Work Week 48 hours	3	EA	_____	\$ _____
0007	Painter Scheduled Work Week 48 hours	4	EA	_____	\$ _____
0008	Welder Scheduled Work Week 48 hours	1	EA	_____	\$ _____

0009 Laborer Scheduled Work Week 48 hours	3	EA	_____	\$ _____
0010 Lead General Facilities Scheduled Work Week 48 hours	1	EA	_____	\$ _____
0011 Groundskeeper Scheduled Work Week 48 hours	6	EA	_____	\$ _____
0012 Custodian				
0012AA Custodian Scheduled Work Week 48 hours	25	EA	_____	\$ _____
0012AB Custodian Scheduled Work Week 24 hours	7	EA	_____	\$ _____
0012AC Custodian Scheduled Work Week 9 hours	3	EA	_____	\$ _____
0013 Mason	2	EA	_____	\$ _____
0014 Contractor Manpower Reporting	1	LS	_____	\$ _____
0015 DBA Insurance (_____ % of total direct labor)	1	LS	_____	\$ _____

TOTAL BASE YEAR PROPOSAL \$ _____
 (Base Proposal, Benefits, Insurance, Administrative and Profit)

OPTION YEAR 1

No.	Description	Qty	Unit	Unit Price	Total Amount
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2. Option Year 1 Proposal:

1001 Facilities Manager Supervisor Scheduled Work Week 48 hours	1	EA	_____	\$ _____
1002 Lead Facilities Maintenance Manager	2	EA	_____	\$ _____

Scheduled Work Week 48 hours				
1003 Electrician	4	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1004 Split Pac Servicer	4	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1005 Carpenter	3	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1006 Plumber	3	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1007 Painter	4	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1008 Welder	1	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1009 Laborer	3	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1010 Lead General Facilities	1	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1011 Groundskeeper	6	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1012 Custodian				
1012AA Custodian	25	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1012AB Custodian	7	EA	_____	\$ _____
Scheduled Work Week 24 hours				
1012AC Custodian	3	EA	_____	\$ _____
Scheduled Work Week 9 hours				
1013 Mason	2	EA	_____	\$ _____
Scheduled Work Week 48 hours				
1014 Contractor Manpower Reporting	1	LS	_____	\$ _____
1015 DBA Insurance	1	LS	_____	\$ _____
(_____ % of total direct labor)				

TOTAL OPTION YEAR 1 PROPOSAL

(Base Proposal, Benefits, Insurance, Administrative and Profit)

\$ _____

OPTION YEAR 2

No.	Description	Qty	Unit	Unit Price	Total Amount
3. Option Year 2 Proposal:					
2001	Facilities Manager Supervisor Scheduled Work Week 48 hours	1	EA	_____	\$ _____
2002	Lead Facilities Maintenance Manager Scheduled Work Week 48 hours	2	EA	_____	\$ _____
2003	Electrician Scheduled Work Week 48 hours	4	EA	_____	\$ _____
2004	Split Pac Servicer Scheduled Work Week 48 hours	4	EA	_____	\$ _____
2005	Carpenter Scheduled Work Week 48 hours	3	EA	_____	\$ _____
2006	Plumber Scheduled Work Week 48 hours	3	EA	_____	\$ _____
2007	Painter Scheduled Work Week 48 hours	4	EA	_____	\$ _____
2008	Welder Scheduled Work Week 48 hours	1	EA	_____	\$ _____
2009	Laborer Scheduled Work Week 48 hours	3	EA	_____	\$ _____
2010	Lead General Facilities Scheduled Work Week 48 hours	1	EA	_____	\$ _____
2011	Groundskeeper Scheduled Work Week 48 hours	6	EA	_____	\$ _____
2012	Custodian				

2012AA Custodian Scheduled Work Week 48 hours	25	EA	_____	\$ _____
2012AB Custodian Scheduled Work Week 24 hours	7	EA	_____	\$ _____
2012AC Custodian Scheduled Work Week 9 hours	3	EA	_____	\$ _____
2013 Mason	2	EA	_____	\$ _____
2014 Contractor Manpower Reporting	1	LS	_____	\$ _____
2015 DBA Insurance (_____% of total direct labor)	1	LS	_____	\$ _____

TOTAL PROPOSAL \$ _____
 (Base Proposal, Benefits, Insurance, Administrative and Profit)

Option Year 3

No.	Description	Qty	Unit	Unit Price	Total Amount
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4. Option Year 3 Proposal:

3001 Facilities Manager Supervisor Scheduled Work Week 48 hours	1	EA	_____	\$ _____
3002 Lead Facilities Maintenance Manager Scheduled Work Week 48 hours	2	EA	_____	\$ _____
3003 Electrician Scheduled Work Week 48 hours	4	EA	_____	\$ _____
3004 Split Pac Servicer Scheduled Work Week 48 hours	4	EA	_____	\$ _____
3005 Carpenter Scheduled Work Week 48 hours	3	EA	_____	\$ _____
3006 Plumber Scheduled Work Week 48 hours	3	EA	_____	\$ _____

3007 Painter Scheduled Work Week 48 hours	4	EA	_____	\$ _____
3008 Welder Scheduled Work Week 48 hours	1	EA	_____	\$ _____
3009 Laborer Scheduled Work Week 48 hours	3	EA	_____	\$ _____
3010 Lead General Facilities Scheduled Work Week 48 hours	1	EA	_____	\$ _____
3011 Groundskeeper Scheduled Work Week 48 hours	6	EA	_____	\$ _____
3012 Custodian				
3012AA Custodian Scheduled Work Week 48 hours	25	EA	_____	\$ _____
3012AB Custodian Scheduled Work Week 24 hours	7	EA	_____	\$ _____
3012AC Custodian Scheduled Work Week 9 hours	3	EA	_____	\$ _____
3013 Mason	2	EA	_____	\$ _____
3014 Contractor Manpower Reporting	1	LS	_____	\$ _____
3015 DBA Insurance (_____ % of total direct labor)	1	LS	_____	\$ _____

TOTAL OPTION YEAR 3 PROPOSAL \$ _____
 (Base Proposal, Benefits, Insurance, Administrative and Profit)

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a firm fixed price contract. 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 personnel staffing costs for facilities but for no less than all items as shown in proposal schedule.
4. EVALUATION OF OPTIONS: The award will be made to the offeror whose proposal represents the best overall value to the Government. For pricing purposes, the Government will evaluate both the Base Proposals and Option Proposals. The Government is not obligated to exercise the options.
5. EXERCISE OF OPTIONAL BID ITEMS: Optional bid items (if any) may, at the option of the Government, be exercised at any time within 120 calendar days after award of Base Proposal.

END OF SECTION

SECTION 00110

**SECTION 00110
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

1. DEFINITIONS

This solicitation is for a firm fixed price type contract to acquire: Facilities Support Contract, Kabul, Afghanistan

When the word 'Offeror' is encountered throughout this Section 00110, it is intended to mean a company or Joint Venture seeking to do business with the Government that submits a proposal in response to this solicitation.

A 'proposal' is documentation prepared by the Offeror and submitted to the Government for evaluation purposes in response to this solicitation.

When the word 'Government' is encountered throughout this Section 00110, it is intended to mean the U.S. Army Corps of Engineers Afghanistan District-North (AED-N).

Proposals for this solicitation will be accepted until the date and time indicated on Standard Form 1442. Prospective Offerors should submit inquiries related to this solicitation only by e-mail to:

E-MAIL ADDRESS: **andra.l.allison@usace.army.mil**

Include the solicitation number, and project title with any questions/clarifications. Written questions must be received by this office not later than 4 calendar days prior to the date set for receipt of offers. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public proposal opening and no information will be given out as to the number of Offerors or the results of the competition until all awards are made.

2. DIRECTIONS & GUIDANCE REGARDING NOTICE TO PROCEED (NTP)

(a) The contract resulting from this Solicitation will require the successful Offeror to provide the Contracting Officer:

(1) Evidence of Defense Base Act (DBA) insurance coverage for its employees (mandatory for Notice to Proceed (NTP) to be issued);

(2) Proof of registration of its employees in the Synchronized Predeployment and Operational Tracker (SPOT) (mandatory before any physical work at the site shall commence); and

(b) Evidence of Defense Base Act (DBA) insurance coverage for the successful Offeror's employees and the performance guarantee, if applicable, must be provided to the Contracting Officer prior to the contractor receiving Notice to Proceed (NTP). The successful Offeror shall be given up to 21 days after contract award to meet these requirements. The Contracting Officer intends to issue NTP immediately after these requirements are met.

(c) The successful Offeror is encouraged to complete all requirements (i.e., items a. 1-2) within 21 days after contract award, but may complete registration of its employees in SPOT following NTP. The Contracting Officer will not modify the contracts' period of performance to account for the time it takes the successful Offeror to complete these requirements following NTP.

(d) Any unexcused contractor delay in completing these requirements within 21 days after contract award may be cause for the Government to pursue appropriate remedies under the contract, including its right to terminate the contractor's performance under the contract's "Defaults" Clause.

3. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be placed in envelopes/packages, sealed and marked and addressed as follows:

MARK PACKAGES:

Solicitation No.: W5J9JE-10-R-0091

Offer Closing Date: 03 May 2011

Offer Closing Time: 3:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: MAJ Andra Allison
Kabul, Afghanistan

Additional Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED-N office, Qalaa House, Kabul, Afghanistan. Offerors who are required to hand-deliver their offers must give properly marked package(s) to an AED-N guard at the entrance gate to Qalaa House Compound no later than the time specified above. The guard will provide a hand receipt indicating the date and time the package was received. Please verify that the hand receipt is accurate and retain the receipt for your records.

PROPOSALS SUBMITTED AFTER THE DATE AND TIMES ESTABLISHED FOR SUBMISSION OF PROPOSALS WILL NOT BE EVALUATED.

4. PREPROPOSAL CONFERENCE / SITE VISIT

An organized site visit will not be held. Vendors may visit the site on their own schedule and at their own risk.

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing by the Contracting Officer.

5. ELECTRONIC OFFERS

FAXED PROPOSALS, MODIFICATIONS THERETO, OR CANCELLATIONS WILL NOT BE ACCEPTED. However, proposals may be withdrawn in writing by letter or e-mail. Any written notice to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals.

6. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	<u>Original</u>	<u>Copies</u>
VOLUME 1 – Technical Proposal	1	3
FACTOR 1 – Experience		
FACTOR 2 – Key Personnel		
FACTOR 3 – Past Performance		
Volume 1 shall also include the following:		
• Letters of Commitment from Subcontractors (if applicable)		
• Joint Venture Agreement (if applicable)		
VOLUME 2 – Price Proposal and Administrative Submission	1	0
FACTOR 4 – Price Proposal		

Volume 2 **shall** include the following:

- Domestic Investment License issued by the Afghanistan Investment Support Agency (AISA). **Failure to provide this document will eliminate the offeror from further consideration.**

Volume 2 **shall** also include the following:

- Signed Standard Form 1442
- Pricing Schedule
- Representation and Certifications, Section 00600

All Amendments, signed and dated
Offeror's e-mail address and cell phone number
Name, Address, DUNS, CAGE and TAX Identification Numbers of the Contractor submitting the proposal

The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government may reject incomplete proposals after initial evaluation without further consideration. Complete proposals shall meet the following basic requirements identified in paragraph 6.

7. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE TECHNICAL AND PRICE PROPOSALS.

DO NOT MIX CONTENTS OF VOLUME 1 (Technical) AND VOLUME 2 (Price) IN THE SAME BINDER.

(1) The Proposal shall be typed and submitted in clearly-written English

(2) Each Offeror must submit a Technical Proposal and a Price Proposal. The Technical Proposal and the Price Proposal must be submitted as separate volumes. Both the Technical and price proposal shall be paginated (contain consecutive page numbers on each page).

The outside cover of each separate volume (Vol 1 – Technical; Vol 2 – Price) must be clearly marked to indicate its contents and the identity of the Offeror. Additionally, identify the “original” Technical proposal and the “original” cost/price proposal on the outside cover.

(3) Both the Technical Proposal and the Price Proposal must be received by the closing date and time set for receipt of proposals.

(4) Pricing Schedule, Vol 2, shall be completed in full

(5) Do not include any dollar amounts in the Technical Proposal that are taken from the Price Proposal.

(6) All information intended to be evaluated as part of the Technical Proposal must be submitted within the Technical Proposal. Do not cross-reference material in the Price Proposal, or vice versa. Also, do not include links to websites in your proposal.

(7) Do not attempt to modify the terms and conditions of the solicitation in either the technical or price proposal or add conditions or qualifications to your offer. Should the Offeror include terms and conditions that conflict with the terms and conditions of the Solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Any questions related to specific terms and conditions contained within the Solicitation should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe on the Proposal Cover Sheet submitted with the Price Proposal any modifications to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(8) Failure to submit required documents or failure to properly complete documents may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions carefully and to speak with the Contracting Officer if the Offeror does not understand any part of the Solicitation.

b. DISCUSSIONS. The Government intends to evaluate proposals and award a contract without discussions with Offerors. 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 form 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.

c. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents specifically required in this section. Do not submit excess information; do not include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper or A4 paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11” x 14” or 11” x 17” sheets). Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers. All pages must be numbered.

(3) The preferred method for assembling your proposal is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages. Do not include loose papers.

(4) References to “Confidential” projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror’s technical proposal. Offerors that include in their proposals information they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must clearly mark their proposals in accordance with the instructions at FAR 52.215-1, “Instructions to Offerors—Competitive Acquisition,” paragraph (e), “Restriction on disclosure and use of data .”

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as a “Table of Contents” or divider tabs, are not included in the page limitation.

8. INSTRUCTIONS FOR SUBMISSION OF JOINT VENTURE AGREEMENTS

a. A Joint Venture offeror must submit with its technical proposal a copy of the joint venture agreement upon which the Joint Venture organization has been formed. The joint venture agreement must indicate that the joint venture is in existence as of the date and time that proposals are due to be submitted; or, alternatively, that the joint venture will automatically take legal effect immediately upon notification to the joint venture of contract award.

b. If the original joint venture agreement is not written in English, the offeror must provide an English language copy of the joint venture instrument, accompanied by an original signed statement by an authorized officer or representative of each of the joint venture partners that the English translation is true and correct.

c. The joint venture agreement must be signed by a representative of each joint venture partner who has the requisite authority to bind the partner to the agreement, with the chief executive of each entity identified.

d. To be acceptable to the Government, the joint venture agreement must clearly state within its terms that each member of the joint venture is jointly and severally liable for all of the obligations of the joint venture itself with respect to completion of all work and services under the contract expected to result from the Solicitation.

e. The terms of the joint venture must detail, in terms of percentages, where appropriate, the relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

f. Additionally, the joint venture agreement must specify who among the joint venture partners is authorized to sign the Solicitation's Standard Form 1442, acknowledging the amendments to the Solicitation, if any, and binding the entire joint venture to its obligations under any contract which may result from the Solicitation.

9. SUBCONTRACTORS

a. If an Offeror wishes to receive credit for the experience, key personnel or past performance of a subcontractor, including a firm that is a proposed subcontractor to the prime contractor or a joint venture partner, the Offeror must submit a letter of commitment to subcontract under the proposed project, signed both by the subcontractor and the Offeror.

b. For purposes of this Solicitation, such a subcontractor shall be considered to be a “qualified subcontractor.”

c. The commitment letter must be submitted even if the subcontractor is in some way affiliated with a joint venture partner (for example, the subcontractor is a subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary).

d. Include letters of commitment in Volume I, Factor 1, Experience.

10. SPECIFIC INSTRUCTIONS FOR VOLUME 1 – TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit an ORIGINAL and THREE (3) additional sets of the Technical Proposal, with each set in a separate binder.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each technical proposal shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL	PAGE LIMITS
TAB 1 Factor 1	EXPERIENCE	5
TAB 2 Factor 2	KEY PERSONNEL	2 pages per resume
TAB 3 Factor 3	PAST PERFORMANCE	5

(3) Page Limitations. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (maximum of 5 forms)

Letters of Commitment from subcontractors (if applicable) will NOT count against your page limitation.

A Joint Venture agreement (if applicable) will NOT count against your page limitation.

- Factor #2, Key Personnel – Limited to 2 pages for each resume
- Factor #3, Past Performance – Limited to 5 pages (maximum of 5 forms)

Letters of recommendation, commendations, evaluations and/or awards will NOT count against your page limitation.

Pages submitted which exceed limitations listed above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

11. SPECIFIC INSTRUCTIONS FOR VOLUME II – PRICE PROPOSAL

- (1) Number of Sets of the Price Proposal. Submit an ORIGINAL set of the Price Proposal in a binder.
- (2) Size Restrictions and Page Limits. Use only 8 ½” x 11” or A4 pages. There are no page limits set for the price proposal. However, please provide only the information required by this solicitation. Excess information will not be considered in the Government’s evaluation.
- (3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled and shall be organized and tabbed as indicated in the following chart.

CONTENTS OF THE PRICE PROPOSAL	
TAB 1	The Proposal Cover Sheet, to include the Offeror’s e-mail address, cell phone number, Name, Address, DUNS, CAGE and Tax Identification Number
TAB 2	The SF 1449 and Acknowledgement of all Amendments (signed and dated)
TAB 3	Section 00010, Pricing Schedule
TAB 4	Representations, Certifications, and Other Statements of the Offeror
TAB 5	Afghanistan Investment Support Agency (AISA) License

- (4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all Offerors. This provision, titled “Instructions to Offerors—Competitive Acquisition,” and the format for the proposal cover sheet are furnished at the end of this section.

TAB 2: The SF 1442, Solicitation, Offer, and Award is to be completed by the Offeror and duly executed with an original signature by an official authorized to bind the offeror in accordance with FAR 4.102. Any and all amendments must be acknowledged by the Offeror in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section 00010 is to be completed in its entirety by the Offeror. See Sections 00010 with attached notes, for further instructions.

TAB 4: The Offeror must complete the “Representations, Certifications, and Other Statements of Offerors” attached to this solicitation in Clause 52.212-3. If the Offeror has previously completed these forms electronically via the Online Representation and Certification Application (ORCA) website, please print and attach your completed ORCA forms. Otherwise, please complete Clause 52.212-3. If the Offeror is a joint venture, each joint venture partner or entity must complete and attach the “Representations, Certifications, and Other Statements of Offerors” forms for its own organization, in addition to the “Reps and Certs” forms completed and submitted on behalf of the joint venture offeror.

TAB 5: Domestic Investment License issued by the Afghanistan Investment Support Agency (AISA) is required. The license shall be submitted in volume 2 with the Price proposals. **Failure to provide this document will eliminate the offeror from further consideration.**

12. PROPOSAL FORMAT - VOLUME 1

TAB 1: FACTOR 1 - EXPERIENCE

The Proposal must contain no more than five (5) projects using the attached Experience Information Form at the end of Section 00110, to contain the Offeror’s and or proposed team members experience performing work to that required in this solicitation. “**Same or Similar**” as referenced below, is defined as experience on projects that are the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

*****EXPERIENCE reflects whether the Offeror’s and/or proposed team member’s have performed the following work before.**

Demonstrate the experience of the Offeror and/or the proposed team, including sub-contractors and Joint Venture partners:

- The Offeror shall complete no more than five (5), Experience Information forms, attached at the end of Section 00110, in response to this factor. All blocks must be completed and all data must be accurate, current, and complete.
- At least two (2) of the projects submitted must be the **same or similar** to the project described in the solicitation
- All projects submitted **must be at least 50% complete.**
- At least one (1) of the projects submitted must be valued at over \$200,000.00 **AND** must have been completed within the last 3 years. This project must be the **same or similar** to the project described in the solicitation.

In addition, the Offeror shall submit:

TAB 2: FACTOR 2 - KEY PERSONNEL:

The Offeror must provide a Resume for the following Key Personnel:

Facilities Manager Supervisor
Lead Facilities Maintenance Manager

All Resumes must include the following information and may NOT exceed two (2) pages per Resume:

- Name and title
- Project positions held
- Name of firm
- Years of experience with this firm (in your field of expertise/discipline) **and** years of experience with other firms (in your field of expertise/ discipline)
- Education degree(s), year, and educational institution(s) which issued these degree(s)
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract
- List of projects in which the individual has worked to include Name of project(s) and project location(s)

The following key personnel must have educational degrees in required disciplines:

The following Key Personnel shall have a minimum of three (3) years of professional experience in that field and must speak English, write and comprehend English and be able to translate English.

- 1 Facilities Manager Supervisor
- 2 Lead Facilities Maintenance Manager

The following Key Personnel shall have a minimum of three (3) years of professional experience in that field.

- 4 Electrician
- 4 Split Pack Servicer
- 3 Carpenter
- 3 Plumber
- 4 Painter
- 1 Welder
- 3 Laborer
- 2 Mason
- 1 Lead General Facilities
- 6 Groundskeeper
- 35 Custodian
- 1 Contract Manpower Reporting

TAB 3: FACTOR 3, PAST PERFORMANCE

The Proposal must include no more than five (5) projects using the attached Past Performance form at the end of Section 00110, representing the Offeror's relevant Past Performance. Relevant Past Performance is defined as past performance on projects that is the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

*****PAST PERFORMANCE describes how well the Offeror performed previous construction projects.**

Demonstrate the past performance of the Offeror and, if you wish, other members of the proposed team, if any, including sub-contractors and Joint Venture partners.

- The Offeror shall complete and submit no more than five (5) Past Performance forms (one (1) form for each project) attached at the end of the Section 00110 in response to this factor. Past Performance forms submitted must describe projects 50% completed within the last 3 years.
- The offeror shall provide its Data Universal Numbering System (DUNS) in Block 2. A DUNS number must be provided if the offeror possesses a DUNS number. If not, the offeror must state that it has no DUNS number.
- The Offeror is highly encouraged to also submit letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience, if available.

13. PROPOSAL FORMAT - VOLUME II

TAB 1: FACTOR 4 - PRICE

The Offeror's prices shall contain all costs to complete the work contained in the Bidding Schedule that is part of this solicitation. The Offeror's prices shall contain all costs including profit, all overhead (to include office and field overhead), labor burden, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, mobilization and demobilization, and all other costs including, but not limited to, compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection and/or moving of government property and engineering services. (Engineering services include those services that are incidental to construction, and completing submittals for construction work.) The prices shall also include costs necessary to interface with Government representatives, and coordination with occupants and other contractors as necessary. For more information see the Summary of Work.

Information to be provided in Volume II:

- Proposal Cover sheet (see instructions below)
- Offeror's e-mail address and cell phone number
- Offeror's name, Address, DUNS, CAGE and TAX Identification Number.
- SF1449, "Solicitation, Offer and Award"
- Any Amendments to the solicitation, signed and dated
- Completed Bidding Schedule, including the offeror's proposed component prices.
- Representation and Certifications
- Afghanistan Investment Support Agency (AISA) License

Proposal Cover Sheet

1. Solicitation Number:
2. The Offeror's name, address, land line and cell phone numbers (and electronic address if available):
3. A statement certifying that the enclosed proposal conforms to all terms, conditions, and provisions of the solicitation and a promise to furnish all items and services at the fixed price

which the offeror has set opposite each item or service, or a statement specifying any exceptions contained in the offeror's proposal to the technical standards and cost/price standards set forth in the solicitation, including any exceptions to the requirements of this solicitation inherent in the Offeror's standard terms and conditions.

4. Names, titles, land line and cell phone numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

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

6. Offeror's e-mail address, cell phone number, Name, Address, DUNS, CAGE and TAX Identification Number.

PAST PERFORMANCE
(To be completed by Offeror)

1. Contract /Task Order(TO) /Purchase Order (PO) Number:

2. Contractor Data Universal Numbering System (DUNS) #:

3. Contract/TO/PO Dollar Value:

4. Project Title:

Location (City and Province):

Percent complete:

Date completed:

Was Project Completed on time (within schedule) and within cost?

5. If you answered "No" above, provide a brief synopsis on corrective actions that were taken:

6. List Current/On-going Projects, Dollar Value, Contract number, percentage (%) complete:

7. Provide points of Contact (POC)/References (minimum of 2 required) for individuals the Government may contact at companies that are present or previous customers of the Offeror:

Name:	Name:
Phone #:	Phone #:
e-mail:	e-mail:
Project:	Project:

(End of Section)

SECTION 00120

**SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD**

1. ELIGIBILITY FOR CONTRACT AWARD.

In accordance with the Federal Acquisition Regulation (FAR), no contract shall be entered into unless the Contracting Officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) SOURCE SELECTION PROCESS.

An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b)(1). Any price proposal that is either within 25% above or below the Independent Government Estimate or within 25% above or below the average of all of the offers received will be considered to be reasonable and within the awardable range. The proposal within the awardable range that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be rated as a "NO GO". The failure of a proposal to meet all of the requirements under any Factor will result in a technically unacceptable rating (i.e., NO GO) and preclude award.

The Government will conduct technical evaluations of proposals as follows. Each proposal will be evaluated against the evaluation factors established in Section 00110 by the Source Selection Evaluation Board (SSEB). In the event the Government receives more than ten proposals in response to this solicitation, the Government will evaluate proposals as follows. First, the Government will determine which ten complete proposals have the lowest overall proposed prices that are within the awardable range as described above. The technical (non-

pricing) volume(s) of each of these proposals that are within the awardable range will be given to the Technical Evaluators for review, without identification of the prices or any rank order of prices. If no proposals are found to be technically acceptable within this first group of proposals, then the process described will be conducted again with up to the next ten lowest priced-proposals within the awardable range, as many times as necessary, until such time as the Government identifies a technically acceptable proposal(s).

Should no proposal be determined technically acceptable, the Contracting Officer may establish a competitive range consisting of the most highly rated proposals. Once the competitive range is established, the Government will engage in Discussions with all offerors included in the competitive range. After receipt of the Offeror's responses raised during Discussions, responses will be rated again in the same manner as described above for the initial evaluation.

3. BASIS OF AWARD.

Subject to the provisions contained herein, award will be made to one (1) Offeror who is deemed responsible in accordance with the Federal Acquisition Regulation who conforms to the solicitation requirements; and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation meets the technically acceptable standard for the non-cost factors and provides the lowest evaluated price.

4. EVALUATION OF THE PRICE PROPOSALS

Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness.

The otherwise technically-acceptable lowest-priced Offeror may be required to confirm/validate its price on a Contract Line Item (CLIN), element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

5. EVALUATION OF THE TECHNICAL PROPOSAL.

The Technical Proposal will be evaluated based on the following evaluation criteria:

A. FACTOR 1 - EXPERIENCE: The Government will review the Experience of the Offeror, including its subcontractors and Joint Venture partners, on projects submitted in response to Section 00110, Factor 1. "**Same or Similar**" as referenced below, is defined as experience on projects that are the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

- The Offeror shall demonstrate its experience by completing no more than five (5) Experience Information forms on projects. All blocks must be completed and all data must be accurate, current, and complete.
- At least two (2) of the projects must demonstrate that they are **same or similar** to the project described in the solicitation.
- All projects submitted must demonstrate that they are at least 50% complete.
- At least one (1) of the projects submitted must demonstrate that it is valued at over \$200,000.00 **AND** demonstrate that it has been completed within the last 3 years. This project must also demonstrate that it is the **same or similar** to the project described in the solicitation.

***Failure to meet all of the requirements under this factor will result in a “NO GO” rating.

B. FACTOR 2 - KEY PERSONNEL: The Government will review the resumes provided in response to Section 00110, Factor 2.

The Offeror must submit resumes for the following Key Personnel:

Facilities Manager Supervisor
Lead Facilities Maintenance Manager

All resumes must include the following information and may NOT exceed two (2) pages.

- Name and title
- Project positions held
- Name of firm
- Years experience with this firm (to include your field of expertise/discipline) **and** years of experience with other firms (to include your field of expertise/ discipline)
- Education degree(s), year, and institution
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract
- List of projects in which the individual has worked to include Name of project(s) and project location(s)

The following key personnel must have degrees in the required disciplines:

The following Key Personnel shall have a minimum of three (3) years of professional experience in that field and must speak English, write and comprehend English and be able to translate English.

- Facilities Manager Supervisor
- Lead Facilities Maintenance Manager

The following Key Personnel shall have a minimum of three (3) years of professional experience in that field.

- 4 Electrician
- 4 Split Pack Servicer
- 3 Carpenter
- 3 Plumber
- 4 Painter
- 1 Welder
- 3 Laborer
- 2 Mason
- 1 Lead General Facilities
- 6 Groundskeeper
- 35 Custodian
- 1 Contract Manpower Reporting

***Failure to meet all of the requirements under this factor will result in a “NO GO” rating.

C. FACTOR 3 - PAST PERFORMANCE: The Offeror must demonstrate relevant past performance for no more than five (5) projects. Performance under a project will be determined “acceptable” if the Offeror has obtained or demonstrates a performance evaluation rating of at least “satisfactory”, or equivalent, on the project.

- The Offeror shall demonstrate its past performance by completing and submitting no more than five (5) Past Performance forms attached at the end of Section 00110 in response to this factor. Past Performance forms submitted must be on projects that are at least 50% completed within the last three (3) years.
- The Offeror's past performance documentation must demonstrate the Offeror's ability to successfully perform the contract which is the subject of this Solicitation.
- The Offeror may demonstrate acceptable Past Performance through a qualified subcontractor, or a joint venture partner, if the Offeror is a joint venture.
- All blocks on the Past Performance form must be completed and all data must be accurate, current and complete, to include the DUNS number, if available and the two (2) Points of Contact/References for each project.
- Letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience will be reviewed and evaluated if provided by the Offeror.

In evaluating an Offeror's Past Performance, the Government may utilize:

- a. The Offeror's "Past Performance" forms, submitted with the Offeror's Technical Proposal.
- b. Any performance evaluation documents, letters, memoranda, commendations or awards which the Offeror submits with its Technical Proposal.
 - (i) To receive credit for this documentation, the documentation must refer to the Offeror's performance in execution of a project (listed on one of the Offeror's "Past Performance" forms), a qualified subcontractor, or a joint venture partner, if the Offeror is a joint venture.
 - (ii) Credit will only be given to performance documentation pertaining to an individual, if the individual is being proposed as a member of the Offeror's project team under the Solicitation.
- c. Documentation currently contained in the Government's Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS).
- d. Documentation pertaining to the Offeror's performance under Government projects, located in the Government's Resident Management System (RMS), and located in the Government's contract files.
- e. Information from the references furnished by the Offeror on its "Experience" and "Past Performance" forms, as well as from the points of contact listed with the list of the Offeror's current contracts.
- f. Information from the Government's own personnel, who have personal knowledge of the Offeror's performance on current or past projects.
- g. Any other source of Past Performance information which the Government deems relevant and necessary to consider.

***Failure to meet all of the requirements under this factor will result in a "NO GO" rating.

***In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and will be given a "Neutral" evaluation rating. In these instances, a "Neutral" evaluation rating will result in a "GO" rating for this Factor.

6. GENERAL TECHNICAL CRITERIA

- a. The Government may reject, without evaluation of an offer's Technical and or Price Proposal, if the proposal omits a material element; such as failure to provide documentation in support of part or all of a Technical Proposal, or failure to provide all required prices in the Proposal Schedule, failure to sign the Standard Form 1442, etc..
- b. Proposals which fail to follow the formatting requirements of this Solicitation may be considered unacceptable.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Facilities Manager Supervisor FFP Scheduled Work Week is 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Lead Facilities Maintenance Manager FFP Scheduled Work Week is 48 hours FOB: Destination	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Electrician FFP Scheduled Work Week is 48 hours FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Split Pac Servicer FFP Scheduled Work Week is 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Carpenter FFP Scheduled Work Week is 48 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Plumber FFP Scheduled Work Week is 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Painter FFP Scheduled Work Week 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Welder FFP Scheduled Work Week 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Laborer FFP Scheduled Work Week 48 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Lead General Facilities FFP Scheduled Work Week 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Groundskeeper FFP Scheduled Work Week 48 hours FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Custodian FFP FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	Custodian FFP Scheduled Work Week 48 hours FOB: Destination	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB	Custodian FFP Scheduled Work Week 24 hours FOB: Destination	7	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC	Custodian FFP Scheduled Work Week 9 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Mason FFP Scheduled Work Week 48 hours FOB: Destination	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Contractor Manpower Reporting FFP Contractor Manpower Reporting. The Contractor shall complete one Contractor Manpower Report for the performance in Fiscal Year 2011 according to the reporting requirements in the attached Statement of Work. The reporting shall be accomplished no later than 31 October 2011. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	DBA Insurance FFP	1	Lump Sum		
	<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account, during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamped "paid" and 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 the actual premium amounts paid.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Facilities Manager Supervisor FFP	1	Each		
	<p>Scheduled Work Week 48 hours</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		2	Each		
OPTION	Lead Facilities Maintenance Manager FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		4	Each		
OPTION	Electrician FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		4	Each		
OPTION	Split Pac Servicer FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Carpenter	3	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Plumber	3	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Painter	4	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Each		
OPTION	Welder FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		3	Each		
OPTION	Laborer FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		1	Each		
OPTION	Lead General Facilities FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Groundskeeper FFP Scheduled Work Week 48 hours FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 OPTION	Custodian FFP FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012AA OPTION	Custodian FFP Scheduled Work Week 48 hours FOB: Destination	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012AB OPTION	Custodian FFP Scheduled Work Week 24 hours FOB: Destination	7	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012AC OPTION	Custodian FFP Scheduled Work Week 9 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Mason FFP Scheduled Work Week 48 hours FOB: Destination	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting. The Contractor shall complete one Contractor Manpower Report for the performance in Fiscal Year 2012 according to the reporting requirements in the attached Statement of Work. The reporting shall be accomplished no later than 31 October 2012. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 OPTION	DBA Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account, during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamped "paid" and 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 the actual premium amounts paid. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Each		
OPTION	Facilities Manager Supervisor FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		2	Each		
OPTION	Lead Facilities Maintenance Manager FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		4	Each		
OPTION	Electrician FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Split Pac Servicer FFP Scheduled Work Week 48 hours FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Carpenter FFP Scheduled Work Week 48 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Plumber FFP Scheduled Work Week 48 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Painter FFP Scheduled Work Week 48 hours FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Welder FFP Scheduled Work Week 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Laborer FFP Scheduled Work Week 48 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	Lead General Facilities FFP Scheduled Work Week 48 hours FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	Groundskeeper FFP Scheduled Work Week 48 hours FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 OPTION	Custodian FFP FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AA OPTION	Custodian FFP Scheduled Work Week 48 hours FOB: Destination	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AB OPTION	Custodian FFP Scheduled Work Week 24 hours FOB: Destination	7	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AC OPTION	Custodian FFP Scheduled Work Week 9 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Mason FFP Scheduled Work Week 48 hours FOB: Destination	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting. The Contractor shall complete one Contractor Manpower Report for the performance in Fiscal Year 2013 according to the reporting requirements in the attached Statement fo Work. The reporting shall be accomplished no later than 31 October 2013. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015 OPTION	DBA Insurance FFP	1	Lump Sum		
	<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account, during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamped "paid" and 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 the actual premium amounts paid.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Facilities Manager Supervisor FFP	1	Each		
	<p>Scheduled Work Week 48 hours</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		2	Each		
OPTION	Lead Facilities Maintenance Manager FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		4	Each		
OPTION	Electrician FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		4	Each		
OPTION	Split Pac Servicer FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		3	Each		
OPTION	Carpenter FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		3	Each		
OPTION	Plumber FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		4	Each		
OPTION	Painter FFP Scheduled Work Week 48 hours FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Welder	1	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Laborer	3	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Lead General facilities	1	Each		
OPTION	FFP				
	Scheduled Work Week 48 hours				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 OPTION	Groundskeeper FFP Scheduled Work Week 48 hours FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 OPTION	Custodian FFP FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AA OPTION	Custodian FFP Scheduled Work Week 48 hours FOB: Destination	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AB OPTION	Custodian FFP Scheduled Work Week 24 hours FOB: Destination	7	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AC OPTION	Custodian FFP Scheduled Work Week 9 hours FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Mason FFP Scheduled Work Week 48 hours FOB: Destination	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting. The Contractor shall complete one Contractor Manpower Report for the performance in Fiscal Year 2014 according to the reporting requiriements in the attached Statement fo Work. The reporting shall be accomplished no later than 31 October 2014. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015		1	Lump Sum		
OPTION	DBA Insurance FFP				
	<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account, during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamped "paid" and 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 the actual premium amounts paid.</p> <p>FOB: Destination</p>				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0012AA	N/A	N/A	N/A	Government
0012AB	N/A	N/A	N/A	Government
0012AC	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government

1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
1010	N/A	N/A	N/A	Government
1011	N/A	N/A	N/A	Government
1012	N/A	N/A	N/A	Government
1012AA	N/A	N/A	N/A	Government
1012AB	N/A	N/A	N/A	Government
1012AC	N/A	N/A	N/A	Government
1013	N/A	N/A	N/A	Government
1014	N/A	N/A	N/A	Government
1015	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
2008	N/A	N/A	N/A	Government
2009	N/A	N/A	N/A	Government
2010	N/A	N/A	N/A	Government
2011	N/A	N/A	N/A	Government
2012	N/A	N/A	N/A	Government
2012AA	N/A	N/A	N/A	Government
2012AB	N/A	N/A	N/A	Government
2012AC	N/A	N/A	N/A	Government
2013	N/A	N/A	N/A	Government
2014	N/A	N/A	N/A	Government
2015	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3006	N/A	N/A	N/A	Government
3007	N/A	N/A	N/A	Government
3008	N/A	N/A	N/A	Government
3009	N/A	N/A	N/A	Government
3010	N/A	N/A	N/A	Government
3011	N/A	N/A	N/A	Government
3012	N/A	N/A	N/A	Government
3012AA	N/A	N/A	N/A	Government
3012AB	N/A	N/A	N/A	Government
3012AC	N/A	N/A	N/A	Government
3013	N/A	N/A	N/A	Government
3014	N/A	N/A	N/A	Government
3015	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0012AA	N/A	N/A	N/A	N/A
0012AB	N/A	N/A	N/A	N/A
0012AC	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A

1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	N/A	N/A	N/A	N/A
1012	N/A	N/A	N/A	N/A
1012AA	N/A	N/A	N/A	N/A
1012AB	N/A	N/A	N/A	N/A
1012AC	N/A	N/A	N/A	N/A
1013	N/A	N/A	N/A	N/A
1014	N/A	N/A	N/A	N/A
1015	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A
2012AA	N/A	N/A	N/A	N/A
2012AB	N/A	N/A	N/A	N/A
2012AC	N/A	N/A	N/A	N/A

2013	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A
2015	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
3006	N/A	N/A	N/A	N/A
3007	N/A	N/A	N/A	N/A
3008	N/A	N/A	N/A	N/A
3009	N/A	N/A	N/A	N/A
3010	N/A	N/A	N/A	N/A
3011	N/A	N/A	N/A	N/A
3012	N/A	N/A	N/A	N/A
3012AA	N/A	N/A	N/A	N/A
3012AB	N/A	N/A	N/A	N/A
3012AC	N/A	N/A	N/A	N/A
3013	N/A	N/A	N/A	N/A
3014	N/A	N/A	N/A	N/A
3015	N/A	N/A	N/A	N/A

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

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
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
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006

252.225-7997 (Dev)	Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation)	AUG 2010
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
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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)

52.209-7 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2011)

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

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) General. The offeror represents that either--

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

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

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () 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 Federal, state or local government 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; and

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its

subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were

completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, 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.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

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

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

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

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

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

X ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

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

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X ___ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X ___ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X ___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price service contract resulting from this solicitation.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

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

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (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):

www.farsite.hill.af.mil

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(b) General.

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

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of

authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

(i) Identify all personnel who are subject to military mobilization;

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

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

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

(i) Constitutes violation of the law of war; or

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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)

NTP INFORMATION

(a) The Contractor is required to provide the Contracting Officer:

(1) Evidence of Defense Base Act (DBA) insurance coverage for its employees;

(2) A performance guarantee (such as performance and payment bonds), if the solicitation and contract provide for that;

(3) Proof of registration of its employees in the Synchronized Predeployment and Operational Tracker (SPOT); and

(4) An acceptable security plan in accordance with contract Section 01040.

(b) Evidence of Defense Base Act (DBA) insurance coverage for the Contractor's employees and the performance guarantee, if applicable, must be provided to the Contracting Officer prior to the contractor receiving Notice to Proceed (NTP). The successful Offeror shall be given up to 21 days after contract award to meet these requirements. The Contracting Officer intends to issue NTP immediately after these requirements are met.

(c) The successful Offeror is encouraged to complete all requirements (i.e., items a. 1-4) within 21 days after contract award, but may complete registration of its employees in SPOT and submit an acceptable security plan following NTP. However, no physical work at the site of the contract shall commence until all requirements are completed. The Contracting Officer will not modify the contracts' period of performance to account for the time it takes the successful Offeror to complete these requirements following NTP.

(d) Any unexcused contractor delay in completing these requirements within 21 days after contract award may be cause for the Government to pursue appropriate remedies under the contract, including its right to terminate the contractor's performance under the contract's "Defaults" Clause.

C3 CLAUSES

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>.

952.225-0015 – SUBCONTRACTING REQUIREMENTS (JUL 2010)

(a) Performance of work by a host nation contractor when utilizing a subcontractor. All subcontract agreements with host nation firms entered into after contract award must be approved in advance by the Contracting Officer. The contractor shall provide the information identified below to the Contracting Officer with any request for subcontract agreement approval.

(1) The contractor shall provide the following in its request for each subcontractor:

- (i) The total proposed amount of the work (in terms of proposed price/cost) to be performed by the offeror;
- (ii) Name and address of the subcontractor;
- (iii) A copy of Iraqi/Afghan business license;
- (iv) The banking information for each subcontractor to include but not limited to the bank name, routing identifier, account number and name(s) on account(s);
- (v) The information on the subcontractors' key personnel (to include full name, address, nationality, passport # - as applicable, and date of birth);
- (vi) The total proposed amount of work (in terms of proposed price/cost) to be performed by the subcontractor under the contract, task order, or delivery order, or other contract mechanism.
- (vii) Description of the added value provided to the contractor as related to the work to be performed by the subcontractor

(2) If an approved subcontractor, under the awarded contract, task order, delivery order, or other contract mechanism, intends to subcontract to a lower-tier subcontractor for work to be performed under its subcontract, the contractor shall provide the following to the Contracting Officer identified in its proposal:

(i) The amount of the subcontractor's price/costs applicable to the work to be performed by the lower-tier subcontractor; and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor.

(b) Payrolls and basic records. The contractor and its subcontractors shall maintain payrolls and basic payroll records for all personnel working on the contract during the performance and shall make them available to the government until 3 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(c) Lower-tier Subcontracts. Lower-tier Subcontracts. The contractor shall insert the provisions set forth in paragraphs (a) and (b) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) and (b) of this clause.

(d) Private Security. If any contractor and its subcontractors at all tiers require arming or private security under this contract they shall 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 clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection.

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.

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

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.

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 252.225-7040 or DFARS DOD class deviation 2007-O0010.

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.S. Citizens Accompanying the Force

- | | | |
|---|---|--|
| <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 type="checkbox"/> Controlled Access Card (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 |

Third-Country National (TCN) Employees

- | | | |
|---|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (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 |

Local National (LN) Employees

- | | | |
|---|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (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 |

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 fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENCOM 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).

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (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 contractor's 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.

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 baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

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

PERFORMANCE WORK STATEMENT

Descriptions and Specifications Performance Work Statement

1.0 General: This contract is for general support services for the US Army Corps of Engineers (USACE), Afghanistan Engineer District (AED).

The Contractor shall perform the work as set forth below. The manner and method of performing the services outlined in this Statement of Work are the responsibility and within the discretion of the Contractor to the extent that he shall maintain the required services in accordance with the Terms and Conditions stated herein.

2.0 Personnel: As indicated in this paragraph, personnel shall be under the direct supervision and control of the Contractor. However, work performance shall be in accordance with the terms and conditions found in Exhibit A, as it pertains to Position Titles and Descriptions, with the understanding that in addition to the requirements or responsibilities found under each Position Title.

3.0 Qualifications: Qualifications of personnel working under this contract will conform to the Position Titles and Descriptions located in Exhibit A. Should the Contractor offer employment for personnel with lesser qualifications as identified by the Contracting Officer, acceptance of either personnel or services, will be based on written approval by the Contracting Officer. If personnel with lesser qualification are approved by the Contracting Officer, a revised rate will be negotiated.

4.0 Hiring of Personnel:

4.1 All personnel will be provided based on the conditions set forth in the terms and conditions of this contract.

4.2 The Contractor will be responsible for offering the first right of refusal to the existing Afghan workforce currently employed by the incumbent contractor at the minimum of their current salary and benefits package, within twenty days after the Notice to Proceed. See Exhibit A.

4.3 Physical Fitness of Personnel: The Contractor will hire personnel physically capable of performing the tasks required under this contract.

4.4 Termination of Personnel: The Contracting Officer would provide feedback and discuss with the Contractor to terminate any personnel provided under this contract.

4.5 Personnel may be required to work a Maximum of 48 hours per week, which will be eight (8) hours per day, six (6) days per week. All personnel will be scheduled through shifts which will provide coverage for Facilities Operations and Maintenance (FOM) from 8:00 am through 4:30 pm. In order to provide coverage for services to Facilities Ops Mgmt seven (7) days per week, shifts will be determined by each COR.

4.6 Current employees have first right to maintain their employment.

4.7 There will be two weeks overlap of services and turn over from the existing contractor to the new awarded contractors.

5.0 Holidays: Recognized Afghan holidays are listed below. Other days may be declared Afghan holiday(s) by the Government of Afghanistan (GoA). If the GoA declares a national holiday other than a local holiday, employees will be compensated in accordance with paragraph 4.5.1.

- (1) New Year
- (2) Education Day
- (3) Victory of Mujahiddin
- (4) Birth of Prophet Muhammad (PBUH)
- (5) Independence Day
- (6) Masoud's Death Day
- (7) First Day of Ramadan
- (8) Eid-ul-Ramadan
- (9) Eid-ul-Adha
- (10) Ashora

Example: *In the event the designated "local holiday" is an extension of the weekend, such as Thursday and Friday, the "holiday rate" for compensation will not be provided. In the event a person who is scheduled to work 48 hours per week, eight (8) hours will be deducted from their monthly salary for each scheduled work day missed. For all others positions, this rule applies to the respective workday hours. In this case for the Welder, earning \$1125.00 per month, or \$5.859 per hour, this would amount to \$46.88, deducted each scheduled un-worked day, which is computed by multiplying the hourly rate of \$5.859 by the eight (8) scheduled un-worked hours for that day.*

All of the above holidays will be paid only if the employee is regularly scheduled to work on the holiday day. Employees will be paid the number of hours normally worked on the holiday day, up to a maximum of 8 (eight) hours per holiday.

6.0 Schedule of Hours and Paid and Un-Paid Breaks; the following is applied to personnel who work 8 hours per day: Personnel shall be allowed up to 3 (three) - 10 minute breaks per day, a maximum of 30 minutes per day, for prayer sessions. However, each person will be expected to work not more than a total of eight (8) hours per day. In addition to the three (3) paid 10-minute prayer breaks, personnel are required to take a half-hour un-paid lunch break. In summation, the eight (8) hour day will start at 8:00 am and end at 4:30 pm. Individuals violate this policy will be reported to the contractor and the contractor will be required to find a suitable replacement employee as requested by the KO.

7.0 Personnel are restricted from engaging in activities outside of their scope of work during their scheduled workday. Personnel will not engage in activities with AED personnel that involve financial transactions during their scheduled duty hours. Personnel who fail to adhere to these guidelines may be subject to dismissal.

Personnel will maintain a professional manner at all times with all AED personnel while they are performing their scheduled work duties.

8.0 Other Benefits:

8.1 Emergency medical treatment during work/duty hours may be provided at the designated Forward Operating Bases (FOB) where the employees work.

8.2 Unused leave balances will not be paid.

9.0 DBA Insurance:

9.1 The Contractor shall pay DBA Insurance. The Contractor's payments for DBA insurance are reimbursable in accordance with paragraph 4.13.3 and any other applicable provisions of this contract.

9.2 Overhead and profit shall not be assessed on costs associated with the payment of DBA Insurance.

10.0 Language:

Personnel are required to have a working knowledge and ability of English commensurate with their assigned duties. Reference the attached position descriptions for specific requirements.

11.0 Security and Facility Access:

11.1 The Contractor will be responsible for obtaining all permits, licenses, rights of entry, and approvals from all local Governorate and National authorities as necessary for the performance of these services. Rights of entry include the ability to obtain the proper documentation to ensure that personnel can enter facilities controlled by Coalition Forces, the U.S. State Department, and the Government of Afghanistan.

11.2 The Contractor shall be responsible for coordinating security vetting, where available –including collecting the local national's biographical data on the appropriate forms required by the entity which performs the security vetting function and escorting the candidates to the vetting venue. The appropriate Government intelligence or other

agency or its designee will be responsible for conducting the background investigations and screening to vet the employees.

11.3 USACE will provide sponsorship to facilitate badging at individual Forward Operating Bases when required by the installation regulations. Where installation regulations permit, the Government may authorize interim hiring of personnel contingent on the successful completion of security screening.

11.4 As part of the coordination responsibilities, the Contractor shall also be responsible for tracking and transmitting final proof of vetting provided by the Government investigatory agency, to the Contracting Officer for all new employees hired. New employees do not include personnel hired from the incumbent contractor upon commencement of this contract.

11.5 Security notification. Should an employee be arrested, for whatever reason or fail to pass any screening/vetting process, the Contractor shall immediately notify the Contracting Officer.

11.6 No personnel are allowed entry into personal residents without the escort of USACE civilian/military personnel.

12.0 Prompt Payment of Salaries:

Payroll delivery is the responsibility of the contractor. The Contractor must develop safe and efficient means of delivering and distributing payroll at each location for all its employees.

13.0 Human Resource Information Management Systems

13.1 The following reports should be provided to the Government, monthly, for the specified period being invoiced:

Manning document(s) by District office indicating, among other things, the following items:

- (1) Position Filled
- (2) Name of Employee
- (3) Employee Identification Nomenclature
- (4) Date Hired
- (5) Date Commenced Work
- (6) Terminated Employees

13.2 Contractor Standard Operating Procedures should address each of the following individually:

- (1) Screening and Vetting Procedures,

- (2) Hiring Procedures, and
- (3) Pay Roll Distribution Procedures.

14.0 Place of Performance: USACE has operating locations throughout Afghanistan that may or may not require the services described in this contract. The contractor's management staff is to be located in Afghanistan. The contractor's management staff shall monitor and track the following functions and their associated documentation: (1) time keeping, (2) monthly expense reporting.

15.0 Government Furnished Equipment:

15.1 At each location, the Government will provide to the Contractor the supplies and equipment deemed necessary for the performance of the services described herein (e.g. office and latrine cleaning supplies). Such equipment will not include weapons or body armor.

15.2 The Government will NOT be responsible for providing office space and equipment (e.g. computers, desks, printers, office/cleaning supplies) to the contractor's management staff. The contractor will be responsible for maintaining their management office facility and equipment. The contractor's management office will NOT be located on USACE property.

16.0 Life Support: The Contractor will be responsible for providing its own life support under the contract.

17.0 Invoicing/Payment for Services:

17.1 Invoicing will be on a monthly basis.

17.2 Invoices for services will include, in addition to any appropriate supporting documenting, timesheets and reimbursable expense sheets signed by the designated Government official at each location.

17.3 Payment will be made in US currency and by Electronic Funds Transfer (EFT) or any other means available to the Government.

18.0 Period of Performance:

This contract will be (1) one base year, and (3) option years.

19.0 Delivery of Services:

19.1 The Contractor will provide potential candidates to fill positions within 14 (fourteen) days of the request.

19.2 At no time may the Contractor or its personnel perform services not specifically described in this contract, unless a contract modification or change order for the new work has been duly executed by a warranted Contracting Officer.

20.0 Release of Information:

All rights in data and reports shall become the property of the US Government. All information gathered under this contract by the Contractor, along with all reports and recommendations, shall be treated as privileged information by the Contractor and shall not, without the prior written consent of the Contracting Officer, be made available to any person, party, or Government other than USACE, except as otherwise expressly provided in this contract and/or USACE operating procedures. The Contractor shall require each employee to sign a statement agreeing to the conditions specified herein.

ATTACHMENT A

EXHIBIT A - Position Titles and Descriptions

Section 1: Area of Service

Section 1b: Maps (Not Allowed Due To Security Reasons)

Section 2: Facilities Maintenance
 Lead General Facilities
 Groundskeeper
 Custodian

Section 2a: Facilities Operations Maintenance
 Facilities Manager Supervisor
 Lead Facility Maintenance Manager
 Electrician
 Split pack Server
 Carpenter
 Plumber
 Painter
 Laborer
 Welder
 Mason

Section 1: Area of Service

Provide Cleaners/Custodians for the following areas:

Service Area	Working Hours	General Area description/Bldgs	Approx Area (SF)
Bagram (Escort service is required)	8 Hours per day, 6 days per week, 48 Hours per week; 0800-1630	Bldg 13056 – W. Side Billets Bldg 13957A – Transient Billets Bldg 23150 BAF Area Offices & Annex East Side Dayroom (LSA)	1224 640 2,334 1,280
Jalalabad Resident Office	11:30 AM to 2:30 PM, Tue, Thu, Sun; 9 Hours per week	Jalalabad Resident Office, Shower & Latrines;	2,000
Jalalabad Area Office (Escort service is required)	11:30 AM to 2:30 PM, Tue, Thu, Sun; 9 Hours per week	Jalalabad Area Office, Shower & Latrines;	3,500
Gamberi	11:30 AM to 2:30 PM, Tue, Thu, Sun; 9 Hours per week	Gamberi Resident Office; Laundry; Latrines & Showers	4,000
Kunduz	4 hours/day;	Office Space;	2,500

	24 hours per week	Billets Latrines; Transient Billets; Day Room w/ Kitchen; Laundry Room;	6,700 600 480 200
Feyzabad	4 hours/day; 24 hours per week	Office Space; Billets (5 rooms w/ Latrines); Day Room; Transient Billets;	2,000 2,400 480 600
Salerno Area Office (Escort Service is required)	4 hours/day; 24 hours per week	Latrine Deck and grounds Bldg 1606 - Admin Bldg 1607 & 1608 - (Foyers) Bldg 1607 – Day Room	800 2,886 1,080 288
Shank	4 hours/day; 24 hours per week	Resident Office	
Herat	4 hours/day; 24 hours per week		
Terain Kowt	4 hours/day; 24 hours per week		
Mez (Camp Spam)	4 hours/day; 24 hours		

	per week		
Qalaa House	8 Hours per day, 6 days per week, 48 Hours per week; 0800-1630	All Buildings	

Section 1b: Maps (Not Allowed Due To Security Reasons)

Section 2: Facilities Maintenance

A. Position Title: Lead General Facilities (Team Lead)

Description: Perform supervision of cleaning/custodian/grounds keeper personnel.

Working Hours: 0800-1630

Statement of Duties:

1. Oversee general cleaning, custodial, and grounds keeper personnel including but not limited to facilities in the AED North and South areas of responsibility. Provide quality assurance oversight and recommend corrective actions as required to ensure high quality performance.
2. Provide safety oversight and direct corrective actions as required ensuring worker safety during the performance of projects or project tasks.
3. Serves as English Dari/Pashtu Language specialist on a wide range of issues.
4. Perform other duties as assigned.

Requirements/Qualifications:

1. Minimum of high school education

2. Ability to supervise workers in day-to-day custodial, office cleaning, and grounds keeping duties.
3. The ability to transfer ideas between English and Dari so the meaning or intent is not lost.
4. Provide appropriate documentation to confirm education and experience
5. Ability to speak and read English and Dari/Pashtu.
6. Ability to work as part of a multidisciplinary team.

B. Position Title: Groundskeeper

Description: Provide routine grounds maintenance in and around Qalaa House property.

Working Hours: 0800-1630

Statement of Duties:

1. Remove the trash from the buildings and haul to trash collection point
2. Clean/wash all pathways, roads, and yards
3. Care for all the trees and bushes
4. Plant flowers; take care of other existing flowers and green areas on the compound
5. Remove all trash from around the compound and haul to the trash collection point
6. Water and maintain all vegetation in the compound
7. Must also be able to do all of the duties included in the Labourer's position description.

Requirements/Qualifications:

1. Required to be literate in native language as well as English
2. Knowledge of English to understand verbal instructions as required.
3. Ability to work independently and show initiative.

C. Position Title: Custodian

Working Hours: See Section 1a for each area of service for normal business hours.

Statement of Duties:

1. Provide workers to perform Cleaner/Custodian. Cleaner/Custodian shall:
2. Remove trash from all offices and common areas to include kitchens, dayrooms, and conference rooms. Haul trash to collecting point.
3. Clean the bathrooms/toilets/showers/walls/sinks; clean all surfaces to include shower doors & walls, top of shower enclosures, top of HVAC units, top of toilet, mirrors & floors
4. Vacuum floors and carpets
5. Mop floors
6. Clean all windows and screens
7. Dust and clean office desks and chairs
8. Clean balconies
9. Clean all hallways, stairs and entryways.

10. Clean kitchen, Dayrooms, conference rooms.

11. Dust/wipe all counters, furniture and chairs, window sills and other surfaces; stock toilet paper, liquid soap, shampoo, paper towels.

Requirements/Qualifications:

1. Required to be literate in native language and English
2. Knowledge of the English language to understand verbal instructions.
3. Ability to work independently or as a member of a team, as needed and show initiative.

Section 2a: Facilities Operations Maintenance

A. Position Title: Facilities Manager Supervisor

Working Hours: 0800-1630

Statement of Duties:

1. Oversee general construction, including but not limited to facility repair, material selection, and recommendations on proper use and application, using applicable hardware and equipment for structures; water treatment and distribution infrastructure and systems (i.e. plumbing, painting, air conditioning, component installation).
2. Provide quality assurance oversight and recommend corrective actions as required to ensure high quality performance.
3. Provide safety oversight and direct corrective actions as required ensuring worker safety during the performance of projects or project tasks.
4. Assist the appointed contracting officer's representative in interpreting contractual provisions regarding contractor and deliverables.
5. Serves as English Dari/Pashtu Language specialist on a wide range of issues.
6. Perform other duties as assigned.

Requirements/Qualifications:

1. Minimum of high school education
2. Skills and abilities required for the position.
3. Ability to supervise work on structure repairs, electrical, plumbing, carpentry, and HVAC.
4. The ability to transfer ideas between English and Dari so the meaning or intent is not lost.
5. Provide appropriate documentation to confirm education and experience
6. Ability to speak and read English and Dari/Pashtu.
7. Ability to use a variety of equipment (carpentry, electrical and plumbing hand and power tools, electrical technical equipment.
8. Ability to work as part of a multidisciplinary team.
9. Must be able to speak, write, and translate English.

B. Position Title: Lead Facility Maintenance Manager (Team Lead)

Working Hours: 0800-1630

Statement of Duties:

1. Oversee and direct a crew of general laborers to perform various kinds of semi-skilled maintenance tasks as needed to maintain and improve Qalaa Compound.
2. Ensure safety of all persons working in the general laborer position.
3. Responsible for training of laborers, electrical, plumbing, and carpentry so they can work independently.

Requirements/Qualifications:

1. Able to perform independently at the skilled level as an electrician, plumber, and carpenter.
2. Ability to lead a team and show initiative.

3. Completion of elementary school.
4. Some technical schooling or one year skilled trades work experience.
5. Ability to speak Dari fluently and have basic speaking and understanding English ability is required.
6. Understand safety around electrical and pressurized systems.
7. Must be able to speak, write, and translate English.

C. Position Title: Electrician

Working Hours: 0800-1630

Statement of Duties:

1. Provides quality assurance oversight and recommends corrective actions as required to ensure high quality performance on electrical projects or project tasks.
2. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed electrical engineering projects or project tasks.
3. Provide translation services, oral and written for AED staff, as needed.
4. Performs other duties as assigned.

Requirements/Qualifications:

1. Minimum high school education
2. Two years experience related to the above description of duties
3. Provide appropriate documentation to confirm education and experience.
4. Ability to speak and read English and Dari/Pashtu
5. Understand and operate electrical technical equipment (i.e., phase rotation meter, amperage meter, volt meter).
6. Ability to work as part of a multidisciplinary team.

D. Position Title: Split Pack Servicer

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform maintenance on split pack systems of multiple makes and models.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

E. Position Title: Carpenter

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform mid level experience carpentry to include but not limited to; furniture building, minor to major repairs, additional duties as assigned.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around powered and hand tools.

F. Position Title: Plumber

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform basic and advanced plumbing work on toilets, sinks, showers, pipes, and well pumps.
3. May be detailed to work in other areas having a need for labourer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

G. Position Title: Painter

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform interior and exterior painting of the following not limited to walls, ceilings, doors, door jams, window frames, and furniture.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around ladders and flammable materials.

H. Position Title: Laborer

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. May be detailed to work in other areas having a need for laborer assistance.
3. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

I. Position Title: Welder

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Welding and fabrication, cutting.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.

7. Must understand the safety requirements for working around electrical and pressurized water systems.

J. Position Title: Mason

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Able to work with concrete and bricks, mortar, slate, granite, and tile.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.



**US Army Corps
of Engineers®**



**QUALITY ASSURANCE
SURVEILLANCE PLAN
FACILITIES OPERATIONS
MAINTENANCE**

for

**(Service Provider, Afghanistan Engineer
District-North)**

at

Kabul, Afghanistan

AFGHANISTAN ENGINEER DISTRICT-NORTH

U.S. ARMY CORPS OF ENGINEERS

17 January 2011

QUALITY ASSURANCE SURVEILLANCE PLAN

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QUALITY ASSURANCE SURVEILLANCE PLAN

(Facilities Operations and Maintenance)

1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Service Provider Contract and AED-N performance work statement (PWS). This plan sets forth the procedures and guidelines that the U.S. Army Corps of Engineers (USACE) Afghanistan Engineer District – North (AED-N) will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 PURPOSE

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of service received.

1.1.2 This QASP defines the roles and responsibilities of all members of the project delivery team (PDT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT STRATEGY

1.2.1 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative.

1.2.1 The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

1.3 performance REQUIREMENTS SUMMARY

1.3.1 This contract is for general support services for the US Army Corps of Engineers (USACE), Afghanistan Engineer District (AED). The Contractor shall perform the work as set forth below. The manner and method of performing the services outlined in this Statement of Work are the responsibility and within the discretion of the Contractor to the extent that he shall maintain the required services in accordance with the Terms and Conditions stated herein.

1.3.2 Personnel: As indicated in this paragraph, personnel shall be under the direct supervision and control of the Contractor. However, work performance shall be in accordance with the terms and conditions found in Exhibit A, as it pertains to Position Titles and Descriptions, with the understanding that in addition to the requirements or responsibilities found under each Position Title, it shall include the responsibility of performing any and all un-

assigned duties and responsibilities as per the direction of the Contracting Officer or his designated Contracting Officer Representative (COR).

1.3.3 Qualifications: Qualifications of personnel working under this contract will conform to the Position Titles and Descriptions located in Exhibit A. Should the Contractor offer employment for personnel with lesser qualifications as identified by the Contracting Officer, acceptance of either personnel or services, will be based on written approval by the Contracting Officer. If personnel with lesser qualification are approved by the Contracting Officer, a revised rate will be negotiated.

1.3.4 Equipment:

1.3.5 Government Furnished Equipment

1.3.6 At each location, the Government will provide to the Contractor the supplies and equipment deemed necessary for the performance of the services described herein (e.g. office and latrine cleaning supplies). Such equipment will not include weapons or body armor.

1.3.7 The Government will NOT be responsible for providing office space and equipment (e.g. computers, desks, printers, office/cleaning supplies) to the contractor's management staff. The contractor will be responsible for maintaining their management office facility and equipment. The contractor's management office will NOT be located on USACE property.

1.3.8 Contractor Furnished Equipment

1.3.9 For each employee who works outside, the contractor will provide the appropriate clothing and/or personal protection equipment required for the season of the year. For example; winter months from October through April, contractor is required to provide the following not limited to, cold weather coat, gloves, wool hat, cold weather boots, etc.

1.3.10 Life Support: The Contractor will be responsible for providing its own life support under the contract.

1.3.11 Release of Information: All rights in data and reports shall become the property of the US Government. All information gathered under this contract by the Contractor, along with all reports and recommendations, shall be treated as privileged information by the Contractor and shall not, without the prior written consent of the Contracting Officer, be made available to any person, party, or Government other than USACE, except as otherwise expressly provided in this contract and/or USACE operating procedures. The Contractor shall require each employee to sign a statement agreeing to the conditions specified herein.

2 ROLES AND RESPONSIBILITIES

2.1 THE CONTRACTING OFFICER

The contracting officer (KO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the contracting officer's representative (COR) and the contractor. The KO will designate one full-time COR as the government authority for performance management.

2.2 THE CONTRACTING OFFICER'S REPRESENTATIVE

The COR is designated in writing by the KO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the KO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance.

3 METHODOLOGIES TO MONITOR PERFORMANCE

3.1 SURVEILLANCE TECHNIQUES

Simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance include:

- Random monitoring
- Periodic Inspection
- Customer Feedback

3.2 RANDOM MONITORING

Random monitoring shall be conducted if and when specified in requests for services. For the potential tasks that have been identified and included in this QASP, the random monitoring shall be performed by the COR.

3.3 PERIODIC INSPECTION

Periodic inspections shall be conducted if and when specified in requests for services. For the potential tasks that have been identified and included in this QASP, the COR typically performs the periodic inspection on a monthly basis.

3.4 CUSTOMER FEEDBACK

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction.

Performance management seeks to ensure the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems. The customer has the option to communicate complaints to the KO or COR, as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Monitoring Form identified in Attachment 2.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

3.5 ACCEPTABLE QUALITY LEVELS

The acceptable quality levels (AQLs) for contractor performance are will be structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities, the desired performance level is established. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

4 QUALITY ASSURANCE DOCUMENTATION

4.1 PERFORMANCE MANAGEMENT FEEDBACK

The performance management feedback begins with the communication of expected outcomes. Performance standards are expressed in the PWS and is assessed using the performance monitoring techniques shown in Attachment 1.

4.2 MONITORING FORMS

The government's QA surveillance, accomplished by the COR, will be reported using the monitoring form in Attachment 2. The form, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved.

4.2.1 The COR will retain a copy of all completed QA surveillance forms.

5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

5.1 DETERMINING PERFORMANCE

5.1.1 The Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

5.2 REPORTING

5.2.1 At the end of each month, the COR will prepare a written report for the KO summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor's submitted monthly report and the completed quality assurance monitoring form (Attachment 2), will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

5.3 REVIEWS AND RESOLUTION

5.3.1 The COR may require the contractor's project manager, or a designated alternate, to meet with the COR and other government PDT members as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness
- Issues arising from the performance monitoring processes
- The COR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.
- The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the Contract Specialist.

ATTACHMENT 1 PERFORMANCE REQUIREMENTS

A. The Service Provider (SP) is responsible for performing the contract in accordance with the terms and conditions of the contract and this Performance Requirements Summary (PRS). The purpose of this PRS is to define performance standards for select required services. The rights of the Government described in this PRS are in addition to other rights and remedies set forth in the contract. The SP is not relieved of the responsibilities for deficiencies and failures to meet the contract requirements for services not included in the PRS. The Government reserves the rights and remedies under the Inspection of Services Clause, Default Clause, or any other provision of the contract for all contract requirements whether or not specifically in this PRS. The PRS includes the following:

- Required Services (RS) (column 1)
- PWS paragraph numbers that cover the RS (column 2)
- Standards of performance by which the Government will measure contract performance (column 3)
- Maximum allowable deviation, or acceptable quality level (AQL) from perfect performance (column 4) for each listed service. This is the deviation from 100% performance that will be allowed. The lot used as a basis for surveillance (column 4) will be computed district wide unless otherwise noted.

B. Example of QASP Columns

Required Service (RS)	Description of RS item	PWS Para # for RS	Standard of Performance	Max Allow Deviation	# Items Deficient	% Items Deficient	Accept vs. Unaccepted
Clean	IMIT Function	C.5.1.	Response Time	Review documents within 3 days of receipt	Number of Documents not completed within 3 days	# of documents not reviewed ÷ total documents: 6 ÷ 60 = 10.0% Acceptable 7 ÷ 60 = 11% Unacceptable	10.0% Deviation Acceptable = 0.1 – 10.0% Unacceptable

Attachment 1.1: Performance Requirements for Facilities Maintenance

A. Position Title: Lead General Facilities

Description: Perform supervision of cleaning/custodian/grounds keeper personnel.

Working Hours: 0800-1630

Statement of Duties:

1. Oversee general cleaning, custodial, and grounds keeper personnel including but not limited to facilities in the AED North and South areas of responsibility. Provide quality assurance oversight and recommend corrective actions as required to ensure high quality performance.
2. Provide safety oversight and direct corrective actions as required ensuring worker safety during the performance of projects or project tasks.
3. Serves as English Dari/Pashtu Language specialist on a wide range of issues.
4. Perform other duties as assigned.

Requirements/Qualifications:

1. Minimum of high school education
2. Ability to supervise workers in day-to-day custodial, office cleaning, and grounds keeping duties.
3. The ability to transfer ideas between English and Dari so the meaning or intent is not lost.
4. Provide appropriate documentation to confirm education and experience
5. Ability to speak and read English and Dari/Pashtu.
6. Ability to work as part of a multidisciplinary team.

B. Position Title: Groundskeeper

Description: Provide routine grounds maintenance in and around Qalaa House property.

Working Hours: 0800-1630

Statement of Duties:

1. Remove the trash from the buildings and haul to trash collection point
2. Clean/wash all pathways, roads, and yards
3. Care for all the trees and bushes
4. Plant flowers; take care of other existing flowers and green areas on the compound
5. Remove all trash from around the compound and haul to the trash collection point
6. Water and maintain all vegetation in the compound

7. Must also be able to do all of the duties included in the Labourer's position description.

Requirements/Qualifications:

1. Required to be literate in native language as well as English
2. Knowledge of English to understand verbal instructions as required.
3. Ability to work independently and show initiative.

C. Position Title: Custodian

Working Hours: See Section 1a for each area of service for normal business hours.

Statement of Duties:

1. Provide workers to perform Cleaner/Custodian. Cleaner/Custodian shall:
2. Remove trash from all offices and common areas to include kitchens, dayrooms, and conference rooms. Haul trash to collecting point.
3. Clean the bathrooms/toilets/showers/walls/sinks; clean all surfaces to include shower doors & walls, top of shower enclosures, top of HVAC units, top of toilet, mirrors & floors
4. Vacuum floors and carpets
5. Mop floors
6. Clean all windows and screens
7. Dust and clean office desks and chairs
8. Clean balconies
9. Clean all hallways, stairs and entryways.
10. Clean kitchen, Dayrooms, conference rooms.
11. Dust/wipe all counters, furniture and chairs, window sills and other surfaces; stock toilet paper, liquid soap, shampoo, paper towels.

Requirements/Qualifications:

1. Required to be literate in native language and English
2. Knowledge of the English language to understand verbal instructions.
3. Ability to work independently or as a member of a team, as needed and show initiative.

Attachment 1.3: Performance Requirements for Facilities Operations Maintenance

A. Position Title: Facilities Manager Supervisor

Working Hours: 0800-1630

Statement of Duties:

1. Oversee general construction, including but not limited to facility repair, material selection, and recommendations on proper use and application, using applicable hardware and equipment for structures; water treatment and distribution infrastructure and systems (i.e. plumbing, painting, air conditioning, component installation).
2. Provide quality assurance oversight and recommend corrective actions as required to ensure high quality performance.
3. Provide safety oversight and direct corrective actions as required ensuring worker safety during the performance of projects or project tasks.
4. Assist the appointed contracting officer's representative in interpreting contractual provisions regarding contractor and deliverables.
5. Serves as English Dari/Pashtu Language specialist on a wide range of issues.
6. Perform other duties as assigned.

Requirements/Qualifications:

1. Minimum of high school education
2. Skills and abilities required for the position.
3. Ability to supervise work on structure repairs, electrical, plumbing, carpentry, and HVAC.
4. The ability to transfer ideas between English and Dari so the meaning or intent is not lost.
5. Provide appropriate documentation to confirm education and experience
6. Ability to speak and read English and Dari/Pashtu.
7. Ability to use a variety of equipment (carpentry, electrical and plumbing hand and power tools, electrical technical equipment.
8. Ability to work as part of a multidisciplinary team.

B. Position Title: Lead Facility Maintenance Mechanic

Working Hours: 0800-1630

Statement of Duties:

1. Oversee and direct a crew of general facility maintenance mechanics to perform various kinds of semi-skilled maintenance tasks as needed to maintain and improve Qalaa Compound.
2. Ensure safety of all persons working in the general facility maintenance mechanic position.

3. Responsible for training of maintenance mechanics in electrical, plumbing, and carpentry so they can work independently.

Requirements/Qualifications:

1. Able to perform independently at the skilled level as an electrician, plumber, and carpenter.
2. Ability to lead a team and show initiative.
3. Completion of elementary school.
4. Some technical schooling or one year skilled trades work experience.
5. Ability to speak Dari fluently and have basic speaking and understanding English ability is required.
6. Understand safety around electrical and pressurized systems.

C. Position Title: Electrician

Working Hours: 0800-1630

Statement of Duties:

1. Provides quality assurance oversight and recommends corrective actions as required to ensure high quality performance on electrical projects or project tasks.
2. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed electrical engineering projects or project tasks.
3. Provide translation services, oral and written for AED staff, as needed.
4. Performs other duties as assigned.

Requirements/Qualifications:

1. Minimum high school education
2. Two years experience related to the above description of duties
3. Provide appropriate documentation to confirm education and experience.
4. Ability to speak and read English and Dari/Pashtu
5. Understand and operate electrical technical equipment (i.e., phase rotation meter, amperage meter, volt meter).
6. Ability to work as part of a multidisciplinary team.

D. Position Title: Split Pack Servicer

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform maintenance on split pack systems of multiple makes and models.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

E. Position Title: Carpenter

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform mid level experience carpentry to include but not limited to; furniture building, minor to major repairs, additional duties as assigned.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around powered and hand tools.

F. Position Title: Plumber

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform basic and advanced plumbing work on toilets, sinks, showers, pipes, and well pumps.
3. May be detailed to work in other areas having a need for labourer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

G. Position Title: Painter

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform interior and exterior painting of the following not limited to walls, ceilings, doors, door jams, window frames, and furniture.
3. May be detailed to work in other areas having a need for laborer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.

5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around ladders and flammable materials.

H. Position Title: Labourer

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. May be detailed to work in other areas having a need for labourer assistance.
3. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.
3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems

I. Position Title: Welder

Working Hours: 0800-1630

Statement of Duties:

1. Independently perform various kinds of unskilled and semi-skilled manual tasks.
2. Perform basic and advanced plumbing work on toilets, sinks, showers, pipes, and well pumps.
3. May be detailed to work in other areas having a need for labourer assistance.
4. Use hand and power tools and ladders.

Requirements/Qualifications:

1. Skills to independently function at the semi-skilled level
2. Completion of elementary school.

3. Some technical school or one year skilled trades work experience.
4. Basic understanding and speaking English is required.
5. Must be capable to perform arduous physical work.
6. Ability to work independently or as a member of a team, as needed, and show initiative.
7. Must understand the safety requirements for working around electrical and pressurized water systems.

ATTACHMENT 2 PERFORMANCE REQUIREMENTS: FACILITIES MAINTENANCE

Required Service (RS)	Description of RS item	PWS Para # for RS	Standard of Performance	Max Allow Deviation	# Items Deficient	% Items Deficient	Accept vs. Unaccepted
Facilities Supervisor	Supervision	A.1-4	File reviews; Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5%			
Groundskeeper	Ground Maintenance	B.1-7	Random observations; Customer complaints w/ 95% Pass Rate	+/- 5 %			
Custodian	Cleaner	C.1-11	Random observations; Customer complaints w/ 95% Pass Rate	+/- 5 %			

**ATTACHMENT 2.2 PERFORMANCE REQUIREMENTS: FACILITIES OPERATION
MAINTENANCE**

Required Service (RS)	Description of RS item	PWS Para # for RS	Standard of Performance	Max Allow Deviation	# Items Deficient	% Items Deficient	Accept vs. Unaccepted
Facilities Manager Supervisor	Supervise	A.1-6	File reviews; Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Lead Facilities Maintenance Manager	General Facilities Maintenance	B.1-3	File reviews; Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Electrician	Power Generation	C.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Split Pack Servicer	HVAC Repair	D.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Carpenter	Woodworking	E.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Plumber	General Plumbing	F.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Painter	Paint	G.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Laborer	General Maintenance	H.1-3	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			
Welder	Weld	I.1-4	Task Complete; Work Schedule Accuracy 95% Pass Rate	+/- 5 %			

Attachment 2.1 – Facilities Maintenance Job Order (JO) Data Collection Sheet

Evaluation Period: _____

JO Number			
Short Description			
Location			
Facility # or Name			
Date Completed			
Labor Hrs.			
Parts Cost			
Estimated Cost			
Actual Cost			
Evaluation	Did the Service Provider . . .		
<i>This checklist is provided to assist in determining whether JO work performed by the Contractor is satisfactory regarding the specific JO identified above.</i>			
Timeliness	Start on-time, complete on-time?		
Work Quality	Perform work meeting industry standards?		
Documentation	Document work?		
Customer Approach	Coordinate, schedule, and complete all work with minimal disruption and inconvenience to the customer?		
Work Efficiencies	Work was correct the first time?		
Work Capability	Parts on hand and available?		
	Parts installed are correct?		
	Timeline for awaiting parts was meet?		
Overall Evaluation Score:		Sat.	Unsat.
<u>Overall Evaluation Score: Performance</u>			
	Quality		
	Timeliness		
<u>Overall Evaluation Score: Cost Variance:</u>			
	Quality		
	Timeliness		

Attachment 2.3 – Customer Complaint

Date and Time of Complaint:

Source of Complaint (Name and Organization):

Nature of Complaint:

Contract Reference: Contract #
 PWS Section and Paragraph Number:

Validation:

Date and Time Contractor Informed of Complaint:

Action Taken by Contractor:

Received and Validated by:

Attachment 2.4 -- Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT <i>For uses of this form see DA PAM 715-15; the proponent agency is DCSLOG</i>			1. CONTRACT No.
2. TO: <i>(Contractor and Manager Name)</i>		3. FROM: <i>(Name of COR)</i>	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in detail: include PWS reference /directive: attach continuation Sheet if necessary.)</i>			
5. SIGNATURE OF KO:			
6. TO: <i>(KO)</i>		7. FROM: <i>(Contractor)</i>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION, AND ACTIONS TO PREVENT RECURRENCE. <i>Attach Continuation Sheet if Necessary (Cite applicable QA program procedures or new A. W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. FROM: <i>(Contractor)</i>
11. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, and rejection: attach continuation sheet if necessary)</i>			
CLOSE OUT			
ACTION	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COR: REVIEWED/ACCEPTED			
CONTRACTOR OFFICER			
DA FORM 5479-R, Nov 85			