US Army Corps
of Engineers
Afghanistan Engineer District

FACILITIES SUPPORT SERVICES

Afghanistan Engineer District, North

Construction Contract Statement of Work

Proposal Requirements, Contract Forms, Conditions of the Contract

May 2011

THIS IS A SINGLE-PHASE REQUEST FOR PROPOSAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0003	15-May-2011	W917PM11145276	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356	W5J9JE	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			
		X	9A. AMENDMENT OF SOLICITATION NO. W5J9JE-11-R-0103
		X	9B. DATED (SEE ITEM 11) 05-May-2011
			10A. MOD. OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to provide answers to questions provided by interested contractors in attachment titled "Q&A Amend03 0103". In addition, the proposal submittal due date is extended to 18 May 2011 at 3:00PM Kabul Time in order to provide adequate time for contractors to adjust proposals as/if needed. All amendments to this solicitation shall be acknowledged or the proposal will not be considered.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 15-May-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

Q&A AMEND03 0103

On page 25 of the Statement of Work, in Section 1.5 IM, please advise whether the Contractor is required to provide a connex box for communication server room.
ANSWER - There will not be any additional connex boxes in this contract

It mentions "an existing room" can be used instead of providing a connex; please advise where the existing room is located or whether the Contractor must provide an additional connex box.
ANSWER: Feyzabad, Camp Shaheen, and Shank all have existing server rooms that the exterior Panduit will be pulled from. Feyzbad and Camp Shaheen the server rooms is are located in the main office approximately 50 feet and 100 feet from the trailers, respectively. At Shank, the server room is located in a trailer located in the old Shank area approximately 150 feet from the trailers

Does each of the four sites require the same size communications room/connex?
ANSWER: no communications rooms are required.

Are detailed shop drawings on the units available from the manufacturer which show wall design, structural components, and top and bottom of units that show connection points for anchoring?
ANSWER: No, details will be discussed with the awardee.

The removal of bathroom windows, do we need to remove and cover the window on all 25 trailers? If yes how many windows per trailers?
ANSWER - Yes, with the possible exception of Shank □ where the trailers are set as single units □ everywhere else they are as double, side by side units. Please see the drawing A□101 attached showing the typical layout. You must remove the windows, fill out the opening and finish it on the inside to match the existing finishes. Also, the fan needs to be relocated from a wall to a ceiling, see par. 1.3 page 2. There are two windows per trailer.

In the Cooling requirement do we need to provide the AC units or just connect them to power? If yes how many are needed in total?
ANSWER: Please review the paragraph 1.3 and 2.3. They precisely instruct you what are the requirements regarding the AC units.

What type of insulation is need for the 10x8x8 feet connex?
ANSWER: We are asking about 9□10 centimeters of flexible insulation (3.5 inches). Please see page 10 for details.

Should contractor provide generator for the mentioned location in statement of work?
ANSWER: Ghazni Diesel Generator Power Plant, as referenced on sheet E-501 and SOW para 1.4, will now be provided in a future contract, by others. Diesel Generators are no longer a requirement of this contract.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 15-May-2011 03:00 PM to 18-May-2011 03:00 PM.

The following have been modified:

SECTION 00110

SECTION 00110
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

LOWEST PRICE / PAST PERFORMANCE

1. DEFINITION

This solicitation is for a firm fixed price type contract to acquire: **Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs in accordance with the attached Statement of Work to the designated locations.**

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 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. Perspective Offerors should submit inquiries related to this solicitation only by e-mail to:

E-MAIL ADDRESS: **scott.barnhart@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 bid 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 FOR SUBMITTING PROPOSALS

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

MARK PACKAGES:

Solicitation No.: W5J9JE-11-R-0103

Offer Closing Date: 18 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: Scott Barnhart
Kabul, Afghanistan

Special Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED office, Qalaa House, Kabul, Afghanistan. Offerors who desire to hand-deliver their offers must give properly marked package(s) to the guard at the entrance gate to Qalaa House Compound no later than the time specified above (hand receipts provided upon request).

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

3. SITE VISIT

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

4. ELECTRONIC OFFERS

EMAILED PROPOSALS WILL 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.

5. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	Original	Copies
VOLUME 1 – Technical Proposal	**1**	**3**

FACTOR 1 – Past Performance

Volume 1 shall also include the following:

- Letters of Commitments for Subcontractors (if applicable)
- Joint Venture Agreement (if applicable)

	Original	Copies

VOLUME 2 – Price Proposal and Administrative Submission **1** **0**

FACTOR 2 – Price Proposal
Volume 2 shall also include the following:

- Signed offer, Standard Form 1449
- Pricing Schedule
- All Amendments, signed and dated
- Offeror's e-mail address and cell/office phone number
- Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal

Failure to submit these documents may result in rejection of the proposal. The Government will not make assumptions concerning intent, capabilities, or past performance. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore the proposal shall meet the following basic requirements identified in paragraph 6:

6. 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 English, and easy to read.

(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 contain page numbers.

The outside 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 from the Price Proposal in the Technical Proposal.

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

(7) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. 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 in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(8) Failure to submit required documents or failing to complete them properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if they do 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 be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient completion among the most highly rated proposals.

c. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents specifically authorized and/or required elsewhere in this section. Do not submit excess information, to 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 proposals 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) "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 be clearly marked 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.

7. JOINT VENTURES

Each company that is part of a Joint Venture must submit a legally binding joint venture agreement with their Technical Proposal. The Government will not evaluate the capability of any contractors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture signed by an authorized officer from each of the firms that make up the Joint Venture with the chief executive of each

company identified. All agreements must be translated into English. A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

If submitting a proposal as a Joint Venture, the past performance of each of the Joint Venture Partners may be submitted for the Joint Venture Entity. The past performance for each Joint Venture Partner will be considered the past performance of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

a. A detailed statement outlining the following in terms of percentages, where appropriate.

(1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

(2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

(3) The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.

(4) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

(5) Identification of the party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

(6) Identification of the party furnishing the facilities, such as office supplies and telephone service.

(7) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture partners. The proposal should further identify for which partner the employee works. If the key personnel is an employee of the joint venture, the proposal should indicate that this is the status of the employee.

If one of the joint venture parties possesses relevant past performance, the past performance of that firm will be considered as the past performance of the joint venture.

*****All members of the Joint Venture shall sign the SF 1449 and the Joint Venture Agreement shall be included as part of the Technical Proposal.**

SUBCONTRACTORS

If an Offeror wishes to be credited with a subcontractor or supplier (i.e. a firm that is not the prime contractor or part of the joint venture), *a letter of commitment signed by the subcontractor **and** the prime contractor must be submitted***.*** The commitment letter must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). If an Offeror submits projects demonstrating past performance by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror MUST submit a signed letter of commitment from the contractor who performed and completed the work**.** *If a letter of commitment is not submitted, the past performance will not be considered.*

*****Letters of Commitment shall be included in the Technical Proposal.**

8. 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	PAST PERFORMANCE	5

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

- Factor #1, 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.

9. 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, limit your response to 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.

TAB	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 of the Offeror

TAB 2	The SF 1449 and Acknowledgement of all Amendments (signed and dated)
TAB 3	Section 00010, Pricing Schedule
TAB 4	Afghanistan Investment Support Agency (AISA) License

<u>NOTE** CCR REGISTRATION IS MANDATORY:</u>**

- **Offeror MUST be have an Active & Complete Registration in the Central Contractor Registration (CCR) database BEFORE submitting a proposal. If the offeror is not registered in the CCR, it may do so through the CCR website at http://www.ccr.gov. The US Army Corps of Engineers Afghanistan Engineer District North (AEN) will not wait on a contractor to get registered in the CCR.**

<u> NOTE** PERIOD OF PERFORMANCE CERTIFICATION</u>**

- **Offeror MUST provide written certification (either by hardcopy or by email) that the Period of Performance (POP) stated in the attached Statement of Work (SOW) under the milestone chart will be met.**

(4) <u>Detailed Submission Instructions for the Price Proposal</u>

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 elsewhere in this section.

TAB 2: The SF 1449, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors 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 all Offerors. See Sections 00010 with attached notes, for further instructions.

TAB 4: Afghanistan Investment Support Agency (AISA) License must be included.

10. PROPOSAL FORMAT - VOLUME 1

TAB 1: FACTOR 1, PAST PERFORMANCE

The Proposal must contain no more than one (1) project using the attached Past Performance form at the end of Section 00100, 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.

***<u>**PAST PERFORMANCE describes how well the Offeror performed the work.**</u>

Demonstrate the past performance of the Offeror and/or the proposed team, including sub-contractors and Joint Ventures.

- The Offeror shall submit at least (1) one Past Performance form for a project that has been successfully completed (i.e., 100% complete) in Afghanistan within the last three (3) years. This project <u>does not</u> have to be the <u>same or similar</u> to that described in the solicitation, but it is preferred.

- Provide the Data Universal Numbering System (DUNS) in Block 2. A DUNS number must be provided if the contractor has obtained a number.

- The Offeror is highly encouraged to also submit letters of recommendation, commendations, and/or awards on projects, which demonstrate past performance, if available.

11. PROPOSAL FORMAT - VOLUME II

TAB 1: FACTOR 2 - 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 of 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.

<u>Information to be provided in Volume II</u>:

- Proposal Cover sheet (see instructions below)
- Offeror's e-mail address and cell/office phone number
- Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal.
- SF1449, Solicitation offer and award
- All Amendments, signed and dated
- Completed Bidding Schedule, containing the Contractor determined Prices.

Proposal Cover Sheet

1. Solicitation Number:

2. The name, address, and telephone and cell phone numbers of the Offeror (and electronic address if available):

3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.

4. Names, titles, and telephone 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 that agent's authority, unless that evidence has been previously furnished to the issuing office.

6. Offeror's e-mail address, cell/office 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 of Current/On-going Projects, Dollar Value, Contract number, percentage (%) complete:
7. Points of Contact (POC)/References (minimum of 2 required and shall be the Owner or Customer of the project. Example – USACE, USAID): Name: Name: Phone #: Phone #: e-mail: e-mail:

(End of Section)

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: W917PM11145276

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W5J9JE-11-R-0103	05-May-2011

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	JERRY S BARNHART		03:00 PM 18 May 2011

9. ISSUED BY CODE W5J9JE

AFGHANISTAN DISTRICT NORTH (AEN)
US ARMY CORPS OF ENGINEERS
OPERATION ENDURING FREEDOM
APO AE 09356

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE

FACILITY CODE

TEL.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] 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)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] 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
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

Q&A AMEND03 0103

On page 25 of the Statement of Work, in Section 1.5 IM, please advise whether the Contractor is required to provide a connex box for communication server room.

ANSWER – There will not be any additional connex boxes in this contract

It mentions "an existing room" can be used instead of providing a connex; please advise where the existing room is located or whether the Contractor must provide an additional connex box.

ANSWER: Feyzabad, Camp Shaheen, and Shank all have existing server rooms that the
exterior Panduit will be pulled from. Feyzbad and Camp Shaheen the server rooms is are located in the main office approximately 50 feet and 100 feet from the trailers, respectively. At Shank, the server room is located in a trailer located in the old Shank area approximately 150 feet from the trailers

Does each of the four sites require the same size communications room/connex?

ANSWER: no communications rooms are required.

Are detailed shop drawings on the units available from the manufacturer which show wall design, structural components, and top and bottom of units that show connection points for anchoring?

ANSWER: No, details will be discussed with the awardee.

The removal of bathroom windows, do we need to remove and cover the window on all 25 trailers? If yes how many windows per trailers?

ANSWER – Yes, with the possible exception of Shank where the trailers are set as single units everywhere else they are as double, side by side units. Please see the drawing A101 attached showing the typical layout. You must remove the windows, fill out the opening and finish it on the inside to match the existing finishes. Also, the fan needs to be relocated from a wall to a ceiling, see par. 1.3 page 2. There are two windows per trailer.

In the Cooling requirement do we need to provide the AC units or just connect them to power? If yes how many are needed in total?

ANSWER: Please review the paragraph 1.3 and 2.3. They precisely instruct you what are the requirements regarding the AC units.

What type of insulation is need for the 10x8x8 feet connex?

ANSWER: We are asking about 910 centimeters of flexible insulation (3.5 inches). Please see page 10 for details.

Should contractor provide generator for the mentioned location in statement of work?

ANSWER: Ghazni Diesel Generator Power Plant, as referenced on sheet E-501 and SOW para 1.4, will now be provided in a future contract, by others. Diesel Generators are no longer a requirement of this contract.

Section SF 1449 - CONTINUATION SHEET

SECTION 00010

SECTION 00010

PRICE PROPOSAL SCHEDULE

PROJECT: USAID PMB ADAPTATION

Provide a price for all items. The Government will evaluate the Contractor's entire proposal to determine which CLINs represent the best value to the Government.

No.	*Description*	*Qty*	*Unit*	*Unit Price*	*Total Amount*
0001 GHAZNI BASE PROPOSAL ITEMS :					
	DESIGN PROGRAM				
0001A	Inspection and Delivery	1	LS		$_____
	SITE DEVELOPMENT & IMPROVEMENTS				
0001B	Site Preparation	1	LS		$_____
	PMBs INSTALLATION				
0001C	Units Installation	10	EA	$_____	$_____
	IM				
0001D	Interior Upgrades	1	LS		$_____
0002 FEYZABAD BASE PROPOSAL ITEMS :					
	DESIGN PROGRAM				
0002A	Inspection and Delivery	1	LS		$_____
	SITE DEVELOPMENT & IMPROVEMENTS				
0002B	Site Preparation	1	LS		$_____
	PMBs INSTALLATION				
0002C	Units Installation	4	EA	$_____	$_____
	IM				
0002D	RO Package	1	LS		$_____
0003 CAMP SHAHEEN BASE PROPOSAL ITEMS :					
	DESIGN PROGRAM				
0003A	Inspection and Delivery	1	LS		$_____

	SITE DEVELOPMENT & IMPROVEMENTS				
0003B	Site Preparation	1	LS		$_____
	PMBs INSTALLATION				
0003C	Units Installation	8	EA	$_____	$_____
	IM				
0003D	Exterior & Interior Upgrades	1	LS		$_____

0004 SHANK AO BASE PROPOSAL ITEMS :

	DESIGN PROGRAM				
0004A	Inspection and Delivery	1	LS		$_____
	SITE DEVELOPMENT & IMPROVEMENTS				
0004B	Site Preparation	1	LS		$_____
	PMBs INSTALLATION				
0004C	Units Installation	3	EA	$_____	$_____
	IM				
0004D	Exterior & Interior Upgrades	1	LS		$_____

0005	**DBA INSURANCE**			
0005	DBA Insurance	1	LS	$_____

TOTAL PROPOSAL FOR ALL ITEMS:
$_____

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items. Each item is described in Section 01010 SCOPE OF WORK.
2. Abbreviations:

EA=	Each
LS =	Lump Sum
NTE =	Not To Exceed
QTY =	Quantity

-END OF SECTION-

SECTION 00110

SECTION 00110
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

LOWEST PRICE / PAST PERFORMANCE

1. DEFINITION

This solicitation is for a firm fixed price type contract to acquire: **Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs in accordance with the attached Statement of Work to the designated locations.**

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 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. Perspective Offerors should submit inquiries related to this solicitation only by e-mail to:

E-MAIL ADDRESS: **scott.barnhart@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 bid 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 FOR SUBMITTING PROPOSALS

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

Solicitation No.: W5J9JE-11-R-0103

Offer Closing Date: 18 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: Scott Barnhart
Kabul, Afghanistan

Special Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED office, Qalaa House, Kabul, Afghanistan. Offerors who desire to hand-deliver their offers must give properly marked package(s) to the guard at the entrance gate to Qalaa House Compound no later than the time specified above (hand receipts provided upon request).

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

3. SITE VISIT

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

4. ELECTRONIC OFFERS

EMAILED PROPOSALS WILL 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.

5. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	Original	Copies
VOLUME 1 – Technical Proposal	**1**	**3**

FACTOR 1 – Past Performance

Volume 1 shall also include the following:

- Letters of Commitments for Subcontractors (if applicable)
- Joint Venture Agreement (if applicable)

	Original	Copies
VOLUME 2 – Price Proposal and Administrative Submission	**1**	**0**

FACTOR 2 – Price Proposal
Volume 2 shall also include the following:

- Signed offer, Standard Form 1449

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

Failure to submit these documents may result in rejection of the proposal. The Government will not make assumptions concerning intent, capabilities, or past performance. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore the proposal shall meet the following basic requirements identified in paragraph 6:

6. 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 English, and easy to read.

(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 contain page numbers.

The outside 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 from the Price Proposal in the Technical Proposal.

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

(7) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. 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 in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(8) Failure to submit required documents or failing to complete them properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if they do 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 be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient completion among the most highly rated proposals.

c. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents specifically authorized and/or required elsewhere in this section. Do not submit excess information, to 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 proposals 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) "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 be clearly marked 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.

7. JOINT VENTURES

Each company that is part of a Joint Venture must submit a legally binding joint venture agreement with their Technical Proposal. The Government will not evaluate the capability of any contractors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture signed by an authorized officer from each of the firms that make up the Joint Venture with the chief executive of each company identified. All agreements must be translated into English. A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

If submitting a proposal as a Joint Venture, the past performance of each of the Joint Venture Partners may be submitted for the Joint Venture Entity. The past performance for each Joint Venture Partner will be

considered the past performance of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

a. A detailed statement outlining the following in terms of percentages, where appropriate.

(1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

(2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

(3) The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.

(4) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

(5) Identification of the party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

(6) Identification of the party furnishing the facilities, such as office supplies and telephone service.

(7) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture partners. The proposal should further identify for which partner the employee works. If the key personnel is an employee of the joint venture, the proposal should indicate that this is the status of the employee.

If one of the joint venture parties possesses relevant past performance, the past performance of that firm will be considered as the past performance of the joint venture.

*****All members of the Joint Venture shall sign the SF 1449 and the Joint Venture Agreement shall be included as part of the Technical Proposal.**

SUBCONTRACTORS

If an Offeror wishes to be credited with a subcontractor or supplier (i.e. a firm that is not the prime contractor or part of the joint venture), *a letter of commitment signed by the subcontractor **and** the prime contractor must be submitted***.** The commitment letter must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). If an Offeror submits projects demonstrating past performance by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror MUST submit a signed letter of commitment from the contractor who performed and completed the work**.** *If a letter of commitment is not submitted, the past performance will not be considered.*

*****Letters of Commitment shall be included in the Technical Proposal.**

8. 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	PAST PERFORMANCE	5

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

- Factor #1, 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.

9. 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, limit your response to 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.

TAB	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 of the Offeror
TAB 2	The SF 1449 and Acknowledgement of all Amendments (signed and dated)

TAB 3	Section 00010, Pricing Schedule
TAB 4	Afghanistan Investment Support Agency (AISA) License

<u>NOTE** CCR REGISTRATION IS MANDATORY:</u>**

- **Offeror MUST be have an Active & Complete Registration in the Central Contractor Registration (CCR) database BEFORE submitting a proposal. If the offeror is not registered in the CCR, it may do so through the CCR website at http://www.ccr.gov. The US Army Corps of Engineers Afghanistan Engineer District North (AEN) will not wait on a contractor to get registered in the CCR.**

<u> NOTE** PERIOD OF PERFORMANCE CERTIFICATION</u>**

- **Offeror MUST provide written certification (either by hardcopy or by email) that the Period of Performance (POP) stated in the attached Statement of Work (SOW) under the milestone chart will be met.**

(4) <u>Detailed Submission Instructions for the Price Proposal</u>

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 elsewhere in this section.

TAB 2: The SF 1449, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors 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 all Offerors. See Sections 00010 with attached notes, for further instructions.

TAB 4: Afghanistan Investment Support Agency (AISA) License must be included.

10. PROPOSAL FORMAT - VOLUME 1

TAB 1: FACTOR 1, PAST PERFORMANCE

The Proposal must contain no more than one (1) project using the attached Past Performance form at the end of Section 00100, 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.

***<u>**PAST PERFORMANCE describes how well the Offeror performed the work.**</u>

Demonstrate the past performance of the Offeror and/or the proposed team, including sub-contractors and Joint Ventures.

- The Offeror shall submit at least (1) one Past Performance form for a project that has been successfully completed (i.e., 100% complete) in Afghanistan within the last three (3) years. This project <u>does not</u> have to be the <u>same or similar</u> to that described in the solicitation, but it is preferred.

- Provide the Data Universal Numbering System (DUNS) in Block 2. A DUNS number must be provided if the contractor has obtained a number.

- The Offeror is highly encouraged to also submit letters of recommendation, commendations, and/or awards on projects, which demonstrate past performance, if available.

11. PROPOSAL FORMAT - VOLUME II

TAB 1: FACTOR 2 - 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 of 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.

<u>Information to be provided in Volume II</u>:

- Proposal Cover sheet (see instructions below)
- Offeror's e-mail address and cell/office phone number
- Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal.
- SF1449, Solicitation offer and award
- All Amendments, signed and dated
- Completed Bidding Schedule, containing the Contractor determined Prices.

Proposal Cover Sheet

1. Solicitation Number:

2. The name, address, and telephone and cell phone numbers of the Offeror (and electronic address if available):

3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.

4. Names, titles, and telephone 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 that agent's authority, unless that evidence has been previously furnished to the issuing office.

6. Offeror's e-mail address, cell/office 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 of Current/On-going Projects, Dollar Value, Contract number, percentage (%) complete:
7. Points of Contact (POC)/References (minimum of 2 required and shall be the Owner or Customer of the project. Example – USACE, USAID): Name: Name: Phone #: Phone #: e-mail: e-mail:

(End of Section)

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD

LOWEST-PRICED / PAST PERFORMANCE

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. 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 provides the lowest evaluated price with no adverse past performance in the past three (3) years.

3. 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. They will also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

The otherwise 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.

4. EVALUATION OF THE TECHNICAL PROPOSAL.

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

A. FACTOR 4 - PAST PERFORMANCE:

The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information source the Government deems necessary to evaluate a contractor's past performance.

The U.S. Army Corps of Engineers, Afghanistan Engineer District-North, maintains final evaluations of Offeror's performance in the Resident Management System (RMS), hard copies in contract files, and previous past performance evaluations conducted by the Government. Any and all of this information may be used when evaluating past performance of Offerors if it is determined to be recent and relevant by the Contracting Officer.

***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.

***Any Offeror with ratings of Marginal or Unsatisfactory in the past three (3) years will be ineligible for award.

5. OTHER AWARD FACTORS. The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

(1) Agreement by the Offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

(a) Have adequate financial resources to perform the contract or the ability to obtain them.

(b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;

(c) Have a satisfactory performance record.

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

6. GENERAL TECHNICAL CRITERIA

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The Offeror's failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.

DBA INSURANCE

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

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

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

(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but ***excludes*** per diem, housing allowance, travel expenses,

temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

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

(2) Applicable DBA Rate: _____
(Use appropriate Rate) Ex: If a Service, the rate is $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 Rutherfoord International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Nikki Houngmany, (703) 813-6571 usace@rutherfoord.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherfoord.com.

(e) Labor Category/Job Classification Definitions:

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

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

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

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

STATEMENT OF WORK

STATEMENT OF WORK

USAID PMB Adaptation
16 April 2011

1.0 SCOPE OF WORK: Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs. This requirement refers to several sites –see Table 1 at the end of this document for a list of applicable sites and specific requirements. The Contractor is responsible for the delivery of the units from US Embassy grounds in Kabul to the designated site, preparation of the site, placement of the units according to enclosed plans and connecting them to existing water, sewer and electric and communication lines. See paragraphs below for specific requirements. Project is considered completed upon release of fully functional - based on the requirements of this document – and ready to be occupied units.
For Ghazni, the Contractor is required to deliver, set in place, provide new roof and comply with the requirements set in this document, however there is no requirement to connect the units to any utility lines.

1.1 ARCHITECTURAL

a. Initial Inspection and the Delivery

It is the Contractor's responsibility for doing proper inspection and inventory of the existing units. All units should be fully assembled – plumbing fixtures, water tank, electrical fixtures and outlets and mechanical fixtures: HVAC unit and fan. In addition the windows, doors, interior and exterior walls and floor should be inspected and any discrepancy needs to be noted. It will be the Contractor responsibility to replace or fix any noted discrepancies before turning the units to a new owner.
For delivery, existing HVAC units need to be disassembled before transportation and properly secured for reinstallation. The same precaution should be extended at the Contractor's discretion to any element of the unit that might get damaged during the transportation. This includes existing furniture in place. The Contractor is liable for any damages incurred during the delivery process.
In case the units will not be directly delivered from the point of origin – US Embassy site – to the final destination (see list of sites in Table 1), it is the Contractor responsibility for securely storing the units at a third party site. Any damages incurred during transportation between sites or during the period a unit is stored at the transition site are the Contractor's responsibility and need to be fixed by the Contractor without any delay in the schedule.

b. Site Preparation

The site needs to be graded and properly prepared before the units are assembled. The units to be placed on concrete pads/piers at 20 centimeters above grade. Extend as needed and prepare for immediate hook up all required utility lines (water, sewer, electrical, IT). Check Table 1 for approximate distances.

c. Installation of Units

- Connect the units back to back and provide new roof (see drawing A-101).
- Check and repair as necessary all electrical, water/plumbing and IT connections and hardware, to include vanity, mirror and shelf. Provide new shower curtain.
- Replace any damaged interior or exterior finished parts (it includes flooring, wall and ceiling panels, plus all trims). Any damaged window or door is part of this requirement. Ensure doors and windows are working without any problems and all window screens are in place. Each door to be provided with minimum three keys. Provide numbers on the doors; match the keys with the numbers.
- Clean and disinfect the units. There should be no mold, fungi or any kind of unpleasant odor present.
- Remove the bathroom windows, fill out the opening and provide new finish to match the existing as close as possible. Clean and paint the exterior walls (colors to be chosen by KO). Reinstall HVAC units.

1.2 STRUCTURAL

The contractor shall design and construct trailer connections and foundations for all the vertical (dead load, live load, snow load) and lateral (wind and seismic) design loads described in the TECHNICAL REQUIREMENTS Section 2.2 STRUCTURAL. The foundations shall consist of reinforced concrete pads located beneath each trailer corner and beneath each main structural post. The connections of the trailer to the concrete pads need only be at each trailer corner, but shall consist of bolts, including drill and epoxied bolts into the concrete.

1.3 MECHANICAL/PLUMBING

a. Air conditioning Units: Each trailer is fitted with an existing PTAC air conditioning / heating unit. Each unit shall be marked, removed and stored prior to moving trailer from present location to storage point or to final location. After trailer is set up at new location, reinstall PTAC unit and operate in all modes to insure unit is functional.
b. Exhaust Fan: Remove existing wall exhaust fan from each trailer. After setup at the new location, install a new ceiling exhaust fan in the toilet room of each trailer. Extend ductwork through the ceiling of the trailer into the attic..
c. Contractor shall disconnect service lines from each trailer and reconnect new service lines to trailer after it is placed at the new location.
d. Sanitary and Domestic Water Plumbing: Contractor shall furnish and install sanitary sewer and domestic water service lines from point of service supply to each trailer point of connection. Refer to Ghazni Utility Site Plan, C-101 in the appendix for conceptual design and installation requirements for the site water and sewer systems. Refer to Table #1 for specific sewer and water requirements at each site. Two trailers (4 restrooms & showers) shall be installed back to back and served by one 100mm (4”) sewer line and one 32mm (1 ¼”) water service line. Contractor shall install water and sewer lines below grade (below frost line) under the trailer and turn up at the exact location to fit up to the

trailer existing plumbing. Contractor shall remove water closet and waste piping if necessary to open a hole in the floor where the new sewer lines will connect to existing sewer lines. Trailers shall be lowered onto stubbed up lines and existing sewer lines in the trailer shall be connected to new sewer lines. Water lines shall be stubbed up and fitted in a similar way. The contractor shall furnish and install a sewer manhole at each trailer sewer connection and a water valve box at each trailer water line connection.

e. Site utility services as described shall also be installed at Camp Shaheen, Feyzabad, Pol-e-charki, Daraluman designed and installed in a similar manner as shown for Ghazni. All sites except Ghazni shall be connected to existing water supply systems and sewer waste storage tanks. At Ghazni only water and sewer piping will be installed under the trailers and stubbed out for connections to a future site water and sewer system.

1.4 ELECTRICAL

Design and construct an underground distribution system to supply power to all PMB installed in this contract. The contractor shall evaluate the nameplate capacity of existing generators, and measure the existing load. The impact of powering the new trailers with the existing generators shall be documented by the contractor. Main Distribution Panelboard(s) shall be provided to distribute power to the trailers. Estimated Load for each PMB (2 rooms) is as follows:

Connected Load (CNTD):	11.1 kVA
Maximum Demand (DMND):	9.6 kVA
Probable Running Load (PRL):	4.4 kVA
Total System Demand Load:	(# of PMBs) * (4.4 kVA)

See Appendix A for a conceptual design of the distribution system. Source of power for each compound is as follows:

Ghazni: New Diesel Generator Power Plant, designed by contractor.
Feyzabad: Power MDP with 125A Feeder from existing 400A German Merz-Verteiler. Coordinate all work with COR. Unknown source of power. To be determined and designed by the contractor.
Camp Shaheen: Connect to existing panelboards on rear of existing AO Structure.
Shank AO: Provide feeder to spare breaker in existing MDP (Square4 D I-Line) near Shank Resident Office Power Plant. Distance ~30m.

In addition to designing/constructing an electrical distribution system for the PMB's, the contractor shall perform the following actions:

- Replace the existing main breaker in each trailer's load center with a 32A RCBO breaker.
- Existing A/C unit is switched with a toggle switch. Replace toggle switch with a lockable, rotary-style disconnect switch.
- Each bathroom has a "sounder" next to the existing exhaust fan. Replace the sounder with a weatherproof box. Also, the existing wall fan will be replaced with a flush-

mounted ceiling fan. Contractor shall install raceway and new wiring to power the new ceiling fan. Wiring for new ceiling fan shall be spliced in new weatherproof box.

1.5 IM

The contractor shall provide and install buried exterior conduit, interior Panduit and pull CAT 6 communication cable. The contractor shall modify an existing room or provide/delivery/setup a connex box to be used as a server room. The contractor shall provide adequate power and HVAC for the server room. The contractor shall build and install a satellite dish mount which will be installed on top of a contractor provided connex box.

2.0 TECHNICAL REQUIREMENTS

2.1 ARCHITECTURAL

Sloped Roof:

Provide min. 6% slope. For the roof provide and install 0.75 mm (22 gauge) galvanized steel in either corrugated or standing seam design attached to min. 20mm plywood (3/4”) substrate. Panels shall be overlapped two corrugations side to side and be continuous sheets from side to side. Roofing system to include edge, ridge and penetration flashings necessary for a watertight installation. Ensure the new roof allows natural ventilation. Provide minimum two layers of sand bags placed on the top of existing units (total thickness min. 140 mm).

Exposed Exterior Steel:

Exposed exterior steel shall include items such as trim, roof trusses, walls, door and other exposed steel surfaces. Paint with one coat oil-based primer, with 2 coats of oil-based alkyd gloss enamel, color to be selected by the Contracting Officer from the color board provided by the Contractor.

2.2 STRUCTURAL

<u>Design Loads:</u>

Roof Snow Load = 1.2 kPa
Floor Live Load = 2.0 kPa
<u>Seismic Loads:</u>

The building and all parts thereof shall be designed for the seismic requirements as defined by the ASCE 7-05.

Spectral ordinates shall be S_s = 1.28g and S_1 = 0.51g.

Wind Loads:

Wind Loads shall be calculated using a "3-second gust" wind speed of 135 km/hr.

Materials:

STRUCTURAL CONCRETE

Code	ACI 318
Rebar Concrete Cover	75 mm minimum to edge of concrete
Concrete	28 MPa (f'_c = 4,000 psi) minimum specified compressive strength @ 28 days
Water-cement ratio	0.45 (maximum)
Steel Reinforcement	Deformed bar ASTM A 615; 420 MPa (F_y = 60 ksi) yield strength
Anchor Bolts	ASTM F 1554; Grade 36 steel

STRUCTURAL STEEL

Plates, Shapes & Bars	ASTM A 36; 250 MPa (F_y = 36,000 psi) minimum yield strength
SOIL PRESSURE	Allowable soil pressure = 48 kPa

2.3 MECHANICAL/PLUMBING

a. Air conditioning Units: Test each unit and repair or replace any unit which fails to start and run properly in all modes heating and cooling. Clean coils and unit surfaces. Replace lost or broken dial knobs and remote electric operators.

b. Each trailer is fitted with sewer line, cold water supply line, lavatory, water closet and shower. A water heater is installed under the lavatory cabinet.

1. Prior to moving from present location, turn off water supply and drain lines. Drain water closet and hot water tank. Cut main sanitary drain line and water service supply line to the trailer. Leave at least 6” stub out to easily reconnect sewer and water line at final location.

2. Strap down or tie down exterior sewer and water lines, interior hot and cold water lines and water heater to building frame or structure to protect lines from damage during transportation.
3. After installation at final location remove straps and reconnect sanitary sewer and domestic water piping to new service lines. Test all sewer and domestic water lines and repair all leaks.
4. Sewer: Route lines in the most direct manner possible. Install main sewer system and extend sewer line from trailer to manhole. Refer to site plan and construction details. Slope sanitary sewer lines at least .7% to 1% grade. Bed lines in sand bed and cover line with 6" sand. Install dual direction cleanout on line at the connection point of each trailer. Four toilet rooms shall be served by one 100mm (4") sewer line. Stake out location of each sewer line service point, connect lines together and extend to outside edge of trailer for future connection (Ghazni) and to sewer service connections (all other sites).
5. Water: Water piping shall be schedule 40 PVC for water service. Provide 32mm (1.25") service line to each trailer serving four toilet rooms. Provide water meter can and service stop valve for each trailer. Run water lines underground and stub up to the point of connection similarly to how the sewer lines are connected.

f. Materials:
   1. Sewer main lines shall be SDR 35 PVC conforming to ASTM 3034. Building sewer shall be schedule 40 PVC
   2. Domestic water service line shall be schedule 40 PVC.
   3. Valves shall be line size full port ball or globe valves. Install direct buried valves with stem nut, valve box and cast iron cover. Smaller valves shall be installed in a water meter can or a concrete vault with removable access cover.

2.3 ELECTRICAL

Utilization voltage shall be 400Y/230V, 50Hz., and all work shall be in compliance with BS 7671, Requirements for Electrical Installations, Institution of Electrical Engineers (IEE), Wiring Regulations, Seventeenth Edition.

2.3.1 Conduit.

PVC Conduit. Schedule 40, rated for electrical use.

2.3.2 Conductors. Feeders between MDP(s) and trailer load centers shall be NYY-type, 5x25mm^2, manufactured to IEC 60502-1 and VDE 0276-603. Feeders shall be manufactured by Vatan Kablo, or approved equal. Feeders shall be installed in 50mm PVC conduit, buried at 450mm below grade.

Color Code. Color code shall be as follows:

Phase A: Brown
Phase B: Black
Phase C: Grey
Neutral: Blue
Ground: Green/Yellow bicolor

2.3.3 Plug and Receptacle. Each trailer is factory-fitted with a 63A receptacle (3P+ N+GND, IP67, IEC 309, GEWISS Model GW 63254). Contractor shall supply and install a plug for each feeder. Plug shall match existing receptacles: 63A, 3P+N+GND, IP67, IEC 309, "Straight trailing" type, GEWISS GW 61053 or approved equal.

2.3.4 Main Breaker. The main breaker in the existing PMB panel shall be changed to 32A, Residual Current Breaker with Overload (RCBO), 30mA trip, manufactured to IEC 61009-1.

2.3.5 MDP Panelboard. Panelboards shall be UL67 and UL50 listed, CSA C22.2 compliant, and NEMA PB-1 compliant. MDP branch circuit breakers shall be bolt-on style, 18kAIC rated, min. MDP Panelboards shall be Square D, Type "NF" or approved equal.

2.3.6 Electrician Qualifications
All electrical work shall be performed by qualified personnel with one of the following qualifications, at a minimum:

Lead Electrician
- U.S. Master Electrician Certification or License OR
- "Technician Grade" as defined by U.K.'s Joint Industry Board

Journeyman Electrician
- U.S. Journeyman Electrician Certification or License OR
- "Approved Electrician" as defined by U.K.'s Joint Industry Board

Apprentice Electrician
- Proof of Completion of an Electrical Safety Course AND
- Proof of completion of an Electrical Code Class (NEC or BS7671) AND
- Graduate of an Approved Trade School

The Lead electrician must be on site at all times during electrical installations and be capable of installing as well as directing the installation of all electrical work in compliance with the governing Code.

2.4 IM TECHNICAL REQUIREMENTS

Technical requirement shall be determined by the following requirements and the contractor shall provide each site the requirements per site description below:

Ghazni - interior Pandui and pull CAT 6.

Feyzabad – exterior conduit, upgrade existing room to server room, interior Panduit, and pull CAT 6

Camp Shaheen – exterior conduit, interior Panduit, and pull CAT 6

Shank AO – exterior conduit, interior Panduit, and pull CAT 6

2.5.1 EXTERIOR CONDUIT

The conduit shall connect the billets/office to the server room. The conduit shall use a pull box or LB to terminate the conduit in the server room. The conduit will at least 4" diameter. Conduit shall be schedule 80 or equivalent. The conduit is also required to include a pull string (rope) tied off at both ends. Large radius sweeps must be used where required with a hand hole provided if more than 2 sweeps are installed. Where the conduit is exposed to the weather, it shall be rigid 4” EMT with waterproof fittings. This rigid EMT shall be lined with 3” PVC. Where the conduit is buried between the server room and billets/office, it shall be 3” schedule 80 PVC buried 36 inches below grade due to vehicle traffic across the conduit path. Large radius sweeps shall be used. Where there are more that 270 degree of sweeps, there shall be a pull box or hand hole installed. Where the conduit penetrates the server room wall, the contractor shall install and provide an LB. Conduit must be a minimum of 36” below grade due to vehicle traffice. Conduit must not pass 270 degrees of bends without an access/pull point. All conduit bends must be no less 24" radius sweeps. Bell collars are to be used at an interior termination points (inside man hole/inside a building). LB or access box must be provided for conduit entering a building. A pull string or rope must be placed in all conduits and tied off at each end (Pull string needs to be of adequate strength to pull the intended cable/fiber.) The contractor shall pull government provided CAT 6 to each billet/office from the server room and must not exceed 100 meters in length.

2.5.2 INTERIOR PANDUIT

2.5.2.1 OFFICES

When a trailer is used as an office, the contractor shall provide and install additional new Panduit. The additional Panduit shall be installed so that CAT 6 cable can be pulled from the server room. The Panduit shall be installed along the short wall to the wall opposite the existing wall box. The contractor shall remove all old communication cable and replace with new government provided CAT 6 cable. The government shall provide CAT 6 cable, wall boxes, faceplates, and keystone inserts. Cat 6 cable shall be pulled from the server room in a home run type fashion. All communication cable shall be separated from power by a minimum of 6 inches. Where communication cable must cross electrical power is shall cross at a perpendicular junction.

2.5.2.2 BILLETS

When a trailer is used as a billet, the contractor shall remove all old communication cable and replace with new government provided CAT 6 cable. The contractor shall utilize existing Panduit if the Panduit is in like new condition. Any broken Panduit will be replaced with new Panduit which is provided and installed by the contractor. The government shall provide CAT 6

cable, wall boxes, faceplates, and keystone inserts. Cat 6 cable shall be pulled from the server room in a home run type fashion. All communication cable shall be separated from power by a minimum of 6 inches. Where communication cable must cross electrical power is shall cross at a perpendicular junction.

2.6.3 SERVER ROOM CONSTRUCTION

2.6.3.1 UPGRADE EXISTING ROOM TO A SERVER ROOM

2.6.3.1.1 GENERAL

The contractor shall upgrade an existing room to be utilized as a server room. This room shall be insulated and provide power for the server rack and the AC units. The communications room shall have two (2) standard 7’ IM equipment rack for housing communication, network and server equipment. All communication cabling shall have a 6” minimum distance from any power. This server rack will require dedicated power and AC unit. The room shall not have any windows.

2.6.3.1.2 POWER REQUIREMENTS - 110V SUPPLY OR 230 V SUPPLY

Contractor shall install and provide FOUR (4) x 30 amp 110VAC or 230 V dedicated circuits dependent upon the site voltage. These circuits will be installed away from the door and 18" above the floor. These circuits shall be dedicated with their own circuit breaker installed in the appropriate panel. There will be 4 standard duplex outlets in addition to the dedicated circuits. They will be located 18" above the floor, one on every wall without a door. All circuits will be labeled (i.e. #1 dedicated 30 amp) at the outlet and at the panel box containing the breakers. Electrical wires shall be installed in EMT. Electrical Metal Conduit (EMT) system shall be utilized and shall complete, to include but not limited t, necessary junction and pull boxes for all surface mounted conduit systems. Surface mounted Nonmetallic Raceways shall not be allowed for the electrical portion of this contract. The samllest conduit size shall be no less than 20mm (0.75 inch) in diameter. All EMT shall be new. Electrical shall be provided and connected per IAW NEMA 2008 electrical standards. Design and installation shall meet NEC 70 requirements.

2.6.3.1.3 COOLING REQUIREMENTS

Requires 4 (FOUR) 24,000 BTU A/C split pack units. Contractor shall provide power connections for the AC units. Each split pack unit shall be provided with a dedicated circuit and a disconnect switch. Circuits for the split pack units shall be approximately sized per the manufacturers recommendations. Each A/C unit Electrical wire shall be installed in EMT and conform to US/UK standards as stated in the Power Requirements section above. HVAC/Split Pack units shall be installed in a manner suitable for servicing without special equipment.

2.6.3.1.4 LIGHTING REQUIREMENT

Contractor shall install two florescent light fixtures with a switch on the wall next to the new door which is being built in this SOW. The switch will be located about 4' above the floor and on the inside near the door lever (4" from the door jamb).

2.6.3.1.5 EARTHING

The contractor shall install two 8' ground rods (5/8" diameter). The contractor shall install a ground bus. The contractor shall connect the ground rods to the ground bus with #6 copper wires. The bus will be located on the wall behind the racks.

2.6.3.1.6 DOOR

The contractor shall provide and install a solid wood or metal door as an entrance to the server room. The door shall swing outward providing more room inside the server room. The hinges shall be on the interior of the server room preventing easy access to the server room. The contractor shall install a government provided cipher lock.

2.6.3.2 CONEX CONVERTED TO SERVER ROOM

2.6.3.2.1 GENERAL

The contractor provided 10x8x8 foot connex box shall be used as a communications room. This connex shall be insulated and provide power for the server rack and the AC units. The communications room shall have a two (2) 7’ IM equipment rack for housing communication, network and server equipment. All cabling shall terminate/originate at this server rack. All communication cabling shall have a 6” minimum distance from any power. This server rack will require dedicated power and AC unit.

2.6.3.2.2 POWER REQUIREMENTS - 110V SUPPLY OR 230 V SUPPLY

Contractor shall install and provide FOUR (4) x 30 amp 110VAC or 230 V dedicated circuits dependent upon the site voltage. These circuits will be installed away from the door and 18" above the floor. These circuits shall be dedicated with their own circuit breaker installed in the appropriate panel. There will be 4 standard duplex outlets in addition to the dedicated circuits. They will be located 18" above the floor, one on every wall without a door. All circuits will be labeled (ie #1 dedicated 30 amp) at the outlet and at the panel box containing the breakers. Electrical wires shall be installed in EMT. Electrical Metal Conduit (EMT) system shall be utilized and shall complete, to include but not limited t, necessary junction and pull boxes for all surface mounted conduit systems. Surface mounted Nonmetallic Raceways shall not be allowed for the electrical portion of this contract. The samllest conduit size shall be no less than 20mm (0.75 inch) in diameter. All EMT shall be new. Electrical shall be provided and connected per IAW NEMA 2008 electrical standards. Design and installation shall meet NEC 70 requirements.

2.6.3.2.3 COOLING REQUIREMENTS

Requires 4 (FOUR) 24,000 BTU A/C split pack units. Contractor shall provide power connections for the AC units. Each split pack unit shall be provided with a dedicated circuit and a disconnect switch. Circuits for the split pack units shall be approximately sized per the manufacturers recommendations. Each A/C unit Electrical wire shall be installed in EMT and conform to US/UK standards as stated in the Power Requirements section above. HVAC/Split Pack units shall be installed in a manner suitable for servicing without special equipment.

2.6.3.2.4 LIGHTING REQUIREMENT

Contractor shall install two florescent light fixtures with a switch on the wall next to the new door which is being built in this SOW. The switch will be located about 4' above the floor and on the inside near the door lever (4" from the door jamb).

2.6.3.2.5 EARTHING

The contractor shall install two 8' ground rods (5/8" diameter). The contractor shall install a ground bus. The contractor shall connect the ground rods to the ground bus with #6 copper wires. The bus will be located on the wall behind the racks.

2.6.3.2.6 CONSTRUCTION OF COMMUNICATIONS ROOM

2.6.3.2.6.1 CONSTRUCTION OF WALLS, DOOR, AND INSULATION

The contractor shall install 2 x 4 wood studs at 2’ O.C. on all interior walls and the ceiling. Wall studs should not be fastened to the exterior metal wall, they shall be fastened to a bottom runner attached to the floor and the top runner shall not be attached to the metal roof deck. Allow a ½” separation. The contractor shall install 2 x 4 ceiling runner to the new wood stud wall 2’ O.C. The contractor shall install ¾” plywood to the stud walls. Install 1/2“ plywood to the ceiling studs. Contractor shall insulate the server room. Insulate the stud spaces and ceiling with 3-1/2” fiberglass insulation.

2.6.3.2.6.2 EXTERIOR DOOR

Contractor shall cut hole in the side of the connex to facilitate the installation of a steel door. The cargo doors shall be welded shut. Door dimensions shall be a minimum of 36 inches x 84 inches. Door shall be able to accommodate the installation of a government provided cipher lock. The door shall swing outward.

2.6.3.2.6.3 Frame

Frames shall be 44mm (18 gauge) cold rolled steel, continuously weld door frame faces at corner joints. Mechanically interlock or continuously weld stops and rabbets. Grind welds smooth.

Door openings shall be cut in such a way to maintain structural integrity. Alternate: Door frames shall be one piece or 3-piece knock down type or equal complying with ASTM A-366. Provide a minimum of three (3) jamb anchors on each jamb that are fastened into the adjoining structure.

2.6.3.2.6.4 Doors

Exterior doors shall be 45mm (1-3/4") thick X 900mm (3') wide X 2100mm (7') tall, heavy duty hollow metal 44mm (18 gauge) steel complying with ASTM A-366 cold rolled. All doors shall swing. Exterior doors shall open to the exterior and shall be provided with trim that extends over the jamb to limit entrance of dust and the elements.
All doors and frames shall receive one (1) primer coat, one (1) coat Alkyd Primer Sealer, followed with by two (2) coats of Exterior Alkyd, Semi-Gloss paint. Color of paint shall be applied on surface of all doors and frames.

2.6.4 SATELLITE DISH FRAME MOUNT AND CONEX

2.6.4.1 GENERAL
The satellite antenna mount is the unit (essentially a large square metal base and a central mast to which the dish is affixed) supplied by the government via the satellite manufacture, No alterations to the mount is authorized. The *frame* is the unit being discussed in this scope of work. The purpose of the frame is to stabilize the mount when it must be installed atop a connex or structure other than a flat concrete pad or roof. Typically, this means 11- by 11-foot mount (Baird) (there are two models currently in use) which will overhang the connex, bunker or other structure, the size of the mount will be determined by USACE IT. In this SOW, the BAIRD mount will be used so the mount will have a dimension of 11x11 feet. This frame shall be fabricated on site as much as possible. Measurements shall be taken prior to fabrication to ensure that the mount will fit on connex. This frame will need to be adjusted to fit connex where it will be installed as per COR. This mount, once installed, will be ballasted with CMU (Concrete Material Unit). Conduit will be provided from antenna to modem designated by COR.

2.6.4.2 FABRICATION AND INSTALLATION OF SATELLITE FRAME

2.6.4.2.1 FABRICATION

The frame will be customized to fit on the connex. The frame will extend past the connex. The frame will be fabricated in accordance with S-101 (11x11 foot) See Appendix. The USACE IT will designate which frame will be fabricated and installed. The total weight of the system is approximately 3750 lbs (dish, mount, ballast), in addition to the frame described here. The Baird mount will be used so drawing S-101 will be used as the reference

2.6.4.2.2 FRAME MATERIALS

The frame shall be fabricated with:

Steel channels, plates, and angles shall be ASTM A36 with a minimum Yield strength, Fy = 36 ksi (250 MPa). All welding shall comply with AWS Code D1.1, using E70xx Electrodes. Structural steel shall be detailed, fabricated and installed in accordance with latest AISC specification. Coping of beams shall be in accordance with latest AISC specification. Bolts shall be ASTM A 307, 6 mm diameter and shall be installed with lock washers and nuts.

2.6.4.2.3 FINISH

The frame shall be painted with 3 coats of paint: 1 primer coat and 2 exterior coats. The paint shall be as close a match as the connex that the frame is installed on as possible.

2.6.4.2.4 POSITION OF THE MOUNT FRAME

The frame shall be installed on the connex where the maximum support in available. This will usually be the end of the connex where the walls support the weight of the frame, mount, ballast, and satellite antenna.

2.6.4.2.5 CONDUIT

The conduit will terminate at the antenna mount with a weather head. (Other suitable fitting is acceptable. The fitting must prevent precipitation from entering conduit). The other termination will be at the primary equipment room (Server Room or Communications Room) or site designated by COR. The conduit shall use a pull box or LB to terminate the conduit in the equipment room. The maximum distance between the satellite antenna and the equipment room is 100'. The conduit shall be at least 2" diameter. Conduit shall be schedule 80 or equivalent. At the dish frame, the conduit shall have an elbow on it so that the opening is oriented toward the ground to keep moisture and debris out. The conduit is also required to include a pull string (rope) tied off at both ends. Sweeps must be used where required with a hand hole provided if more than 2 sweeps (no greater than 270 degrees) are installed. The frame design must allow for these conditions.

2.6.4.2.6 BALLAST

The antenna mount doesn't directly fasten to or penetrate a pad, structure, or frame. The mount is placed on top of the fabricated frame and secured/stabilized with CMU, this is a non penetrating mount which means that it is held in place by ballast. The ballast (80 CMUs required ballast to be provided by contractor) keeps the antenna mount in place and stable. Sandbags are not acceptable.

2.6.4.2.7 ELECTRICAL EARTHING

The satellite dish mount must be grounded. This requires two 8' ground rods (5/8" diameter) connected together with #6 wires with enough length to connect to the antenna. The frame must not interfere with the grounding.

2.6.4.2.8 INSTALLATION

Frame shall be installed on top of a connex; the frame is wider than the connex and will protrude on either side of the connex, see Appendix B. The frame shall be installed in the connex where the maximum support is available. This will usually be the end of the connex where the connex walls support the weight of the frame, mount, ballast, and satellite antenna. Caution must be taken not to damage the integrity of the connex roof or which could allow water leakage. The frame shall be placed on top of the connex in a position where the connex has the greatest amount of support.

2.6.4.2.9 CONNEX BOX

The contractor shall provide a standard 10x8x8 foot connex. This connex box shall be used for storage and for placement of the VSAT satellite antenna and associated materials and therefore must be in good condition. The connex shall not have any leaks and shall be structurally sound. The doors will be in good condition and shall be able to open and close with normal operation.

2.6.4.2.10 CONCRETE PAD FOR CONNEX BOX

The contractor shall provide a concrete pad at least 6“ deep with one center joint. This pad will be used to place and secure the connex which the contractor shall provide. This pad shall be large enough to accommodate the installation and placement of the connex. The concrete pad shall be at least 4” wider on each side than that of the connex. The pad shall have metal anchors installed and embedded in the concrete which will be used to secure the connex to the pad. The contractor shall be responsible for securing the connex to the pad. The connex shall be secured so that there is little or no movement of the connex when the satellite dish structure is installed. The structure must be immovable due to the nature of the satellite dish (minimal movement allowed).

3.0 GENERAL CONDITIONS

3.1 The Contractor will be required on his own to mobilize all materials, equipment and labor to the construction site.

3.2 The Contractor shall provide all personnel, equipment, tools, materials, supervision and any other items necessary to complete the work described in this statement. The Contractor shall maintain a quality control system to achieve the performance standards of this contract. All equipment shall be in operable condition and meet local requirements. The Contractor shall be responsible for the security of the construction site and the materials stored and maintained on site during the construction period.

3.3 The work will need to be completed no later than time period specified in this statement of work. If the contractor is unable to meet the completion date as specified in this section, he must

in writing request from the Contracting Officer an extension. Extensions may be granted for events or changing site conditions outside the direct control of the Contractor.

3.4 The Contractor will be required to conduct a site visit with his engineer to verify site conditions and all drawings, distances and dimensions in this statement of work. The drawings, distances and dimensions in this statement of work are a best estimate, but do not substitute for the project analysis and site visit that should be conducted by the Contractor's technical engineer before submitting a bid.

4.0 WARRANTIES: The Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor, subcontractor or supplier at any tier. This warranty shall continue for a period of **one (1) year** from the date USACE takes possession. If USACE takes possession of any part of the work before final acceptance, this warranty shall continue for a period of **one (1) year** from the date the Coalition takes possession. The Contractor shall remedy at the Contractor's expense any damage to USACE-owned or controlled real or personal property when that damage is the result of any failure to conform to contract requirements or any defect of equipment material, workmanship or design furnished. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run from one (1) year from the date of repair or replacement.

5.0 DURATION OF CONTRACT: The Contracting Officer (KO) shall allow a period of **forty five (45) calendar days** for the Contractor to complete the work from the date of the signed Notice to Proceed.

6.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

6.1 Quality Control: The Contractor is responsible for the quality of construction and materials used in the work. Provide QC to ensure materials submitted for acceptance conform to the contract Specifications.

6.2 Progress Reporting: The Contractor shall report construction progress daily to the Contracting Officer's Representative (COR). Any delays must be communicated to the COR as soon as is feasible after they occur. This report must be in writing. The format of this report will be discussed during the pre-construction meeting. Any changes to this scope of work must be approved IN WRITING, by the Contracting Officer, before the Contractor is authorized to begin work on the proposed change.

6.3 Supervision by Contractor: The Contractor shall provide a Quality Control Manager (QCM) who shall be on-site whenever work is being performed. The QCM shall be separate from the Lead Electrician and SSHO. Responsibilities of the QCM are as follows:

a. Oversight of project and preliminary approval of all material submittals and change order requests.
b. Daily inspections of progress. The results of the daily inspections shall be submitted to the COR in a weekly report.
c. Coordination of a weekly meeting with the COR.

7.0 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be remedied or removed immediately and replaced in an acceptable manner.

8.0 LOCATION OF WORK:

See Table 1 for sites.

9.0 PROJECT SCHEDULE: Details of the project schedule pertaining to the definitions of percent completion will be discussed at the pre-construction meeting.

10.0 DEFAULT

10.1 If the Contractor fails to complete the work as scheduled in the description of work and special instructions, and has not been granted a contract extension, the KO shall issue a cure notice requiring the Contractor to bring the project back on schedule within five (5) days, during which the COR will inspect. Failure to bring the project back on schedule can result in termination of contract.

11.0 SAFETY AND LIABILITY: Contractor assumes all responsibility for the safety of the workers on the job site. Contractor is liable for providing medical care, rehabilitation and care for the workers. Activity Hazard Analyses (AHA's) shall be submitted for each activity performed. A Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall be separate from the Lead Electrician and Quality Control Representative. The SSHO shall meet the following requirements: A minimum of 1 year safety work on similar projects; 30-hour OSHA construction safety class or equivalent within the last 3 years. SSHO must be fluent in English.

11.1 LIABLE CONTRACT ITEMS: Contractor is only responsible for initial items included in this Statement of Work and for any repairs to damage caused by the workers during construction. Contractor will be responsible for all damages caused by construction, regardless of whether the item was originally included in the scope of work. Damaged work area shall be restored to its original condition.

11.2 CONDUCT OF ELECTRICAL WORK: Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When work requires Contractor to work near energized circuits as defined by the NFPA 70, personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

11.3 PORTABLE EXTENSION CORDS: Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70 or European Union equivalent.

12.0 COMMUNICATION / CORRESPONDENCE:

12.1 Correspondence from the Contractor. All written correspondence from the Contractor, including but not limited to bids, drawings, specifications, material submittals, reports, and any other contract documents, will be addressed and emailed to the KO or hand-delivered to the USACE at Qalaa House, Kabul, Afghanistan. The Contractor’s company name, address, phone number, and email address should be listed on the outside of the envelope.

12.2 Verbal Communication with the Contractor. For the purposes of articles in this Statement of Work and Technical Specification, the Contractor will only take direction from the officers or individuals listed in this Agreement. The Contractor is not authorized to deviate from the contract Statement of Work and Technical Specifications, unless guidance is given in writing by contract modification or written correspondence from the Contracting Officer.

13.0 PHYSICAL SECURITY AT WORKSITE: Physical security at the sites will be provided by the government. The Government assumes no liability for contractor-owned or leased equipment on site, materials on site, and other property of the Contractor or Subcontractors.

14.0 SUBCONTRACTORS: Subcontractors are authorized to work on this Contract.

15.0 SITE CLEAN-UP AND RESTORATION: The contractor shall ensure the work site and areas around the work site are free of any debris and materials upon completion of work each day, as well as at the completion of the job. Contractor shall remove and properly dispose of all materials and equipment at the completion of the job.

16.0 INSPECTIONS : Definition – "Work" includes, but is not limited to, materials, workmanship.

16.1 The Contractor shall maintain an adequate inspection system and perform such periodic inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the COR as supported by the KO and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. Government inspections and tests are for the sole benefit of the Government and do not relieve the Contractor of responsibility for providing adequate quality control measures; of responsibility for damage to or loss of the material before acceptance; constitute or imply acceptance of work unless so stated in writing; or affect the continuing rights of the Government after acceptance of the completed work.

16.2 The presence or absence of a Government inspector does not relieve the Contractor from any contract requirements, nor is the inspector authorized to change any term or condition of the contract without written authorization from the KO, as set forth elsewhere in this agreement.

16.3 The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the KO. The Government may charge to the Contractor any additional cost of
inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary.

16.4 The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Where an unforeseeable delay of work is caused by a Government inspection, the KO may, upon request, grant a reasonable extension to the Performance Period. All work required for this contract is to be performed indoors; therefore a contract extension shall
not be granted for weather days.

16.5 The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

16.6 If the Contractor does not promptly replace or correct rejected work, the Government may, by contract or otherwise, replace or correct the work and charge the cost to the Contractor; or terminate this Contract for cause.

16.7 If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish
all necessary facilities, labor, and material. If the work is found to be defective or nonconforming
in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall
defray the expenses of the examination and of satisfactory rework. However, if the work is found to meet contract requirements, the KO shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was
thereby delayed, an extension of time.

16.8 Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion of work and final inspection, all work required by the contract or that portion of the work the KO determines may be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

17.0 FINAL INSPECTION: The Contractor will notify the COR and Contracting Officer when the project is ready to be turned over to the Government. A final inspection will be performed by the Government and any remaining items of work will be identified on a "punch list". Based on the punch list, the KO will determine if any supplemental inspections are required. Punch list items will be corrected and/or repaired in a timely manner (3-5 days) at no cost to the Government. Once the punch list items have been corrected or completed to the satisfaction of the KO or their representative, final payment will be authorized and the project will be turned over to the Government.

18.0 FINAL FIELD TESTING:
Test wiring to verify that no short circuits or accidental grounds exist.

Test grounding system to ensure continuity, and that resistance to ground is not excessive. Test each ground rod for resistance to ground before making connections to rod; tie grounding system together and test for resistance to ground. Make resistance measurements in dry weather, not earlier than 48 hours after rainfall. Submit written results of each test to Contracting Officer, and indicate location of rods as well as resistance and soil conditions at time measurements were made.

The contractor shall perform loop impedance, RCD trip time, RCD trip current, and continuity tests for every new branch circuit and respective protective earth conductor in the presence of the COR. Contractor shall develop test sheet to document testing, and submit written results of each test to Contracting Officer.

19.0 NOTIFICATION OF NONCOMPLIANCE: The Contracting Officer will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the KO may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

20.0 SUBMITTALS: The contractor shall submit the following items to the government for review and approval at the following intervals:

FINAL DESIGN – 95%

100% complete Construction Drawings and Design Analysis. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction. Complete design analysis, plans and specifications for any contract feature(s) that the Contractor would like Partial Clearance for Construction on once the 95% Design Submittal has been approved, including list of those Construction Submittal items requiring Government Approval (GA).

CLEARED FOR CONSTRUCTION - 100%

Construction Drawings, Documents and Design Analysis complete with all 95% comments incorporated.

PRODUCT SUBMITTALS

Product submittals shall be approved by the government before purchase or installation of material. Required product submittals are as follows:

Panelboards
Conductors
Plugs
Main Breaker

21.0 DESIGN SUBMITTALS & PROJECT SCHEDULE

The following is an internal design schedule and is subject to modification by the Offeror to suit their particular method of operation. The design submittal milestones are described in Section 21. Overall time constraints are required and cannot be changed except by contract modification. The successful Contractor shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project.

Schedule requirements for Ghazni only.

Notice to Proceed (NTP)	Following Contract Award (upon written notification)
Design Phase Basic Services Pre-Design Meeting	Within 4 days from NTP
95% Design Submittal	10 following NTP
95% Design Conference/Approval	7 days following 95% Design submittal,
100% Clear for Construction Design Submittal	5 days following approval of 95% Design
100% Design Conference/Approval	5 days following 100% Design submittal
Total Design and Construction Period	45 days - (performance period includes design and construction activities)

Schedule requirements for all sites but Ghazni.

Notice to Proceed (NTP)	Following Contract Award (upon written notification)
Design Phase Basic Services Pre-Design Meeting	Within 4 days from NTP
95% Design Submittal	10 following NTP
95% Design Conference/Approval	7 days following 95% Design submittal,
100% Clear for Construction Design Submittal	5 days following approval of 95% Design
100% Design Conference/Approval	5 days following 100% Design submittal
Total Design and Construction Period	90 days - (performance period includes design and construction activities)

All days are in calendar days.

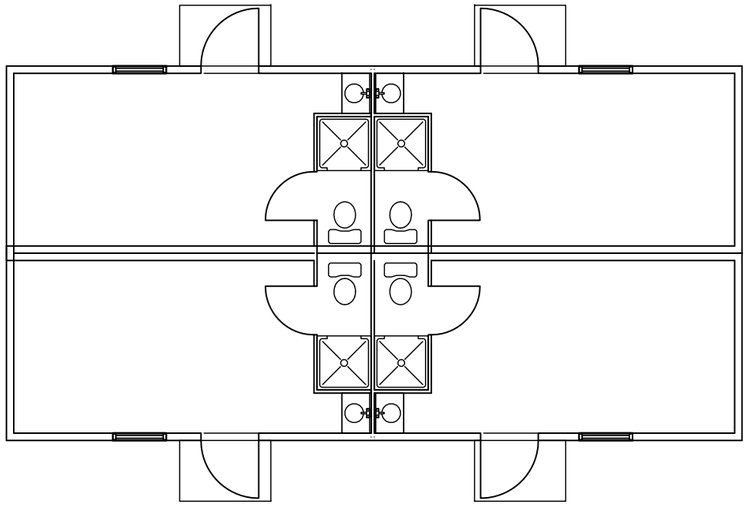
22.0 PERIOD OF PERFORMANCE – MILESTONES

MILESTONES FOR USAID PMBs		
ACTION	DATE	NO OF DAYS
AWARD	5/16/2011	
NTP/START DATE	6/1/2011	
COMPLETE SITE WORKS	7/10/2011	40
TRAILERS RELOCATION	7/31/2011	21
COMPLETION DATE/COMPLETE TRAILERS INSTALLATION	8/29/2011	29
TOTAL DAYS	90	

No weather days were considered in the conceptual schedule as it is anticipated that the project will be completed prior to the onset of inclement weather.
If this project is awarded within the second quarter of CY 2011, design and exterior work will commence during the summer season of 2011 and progress as favorable weather allows through the summer months. Accordingly, the recommended POP of 90 days is reasonable.

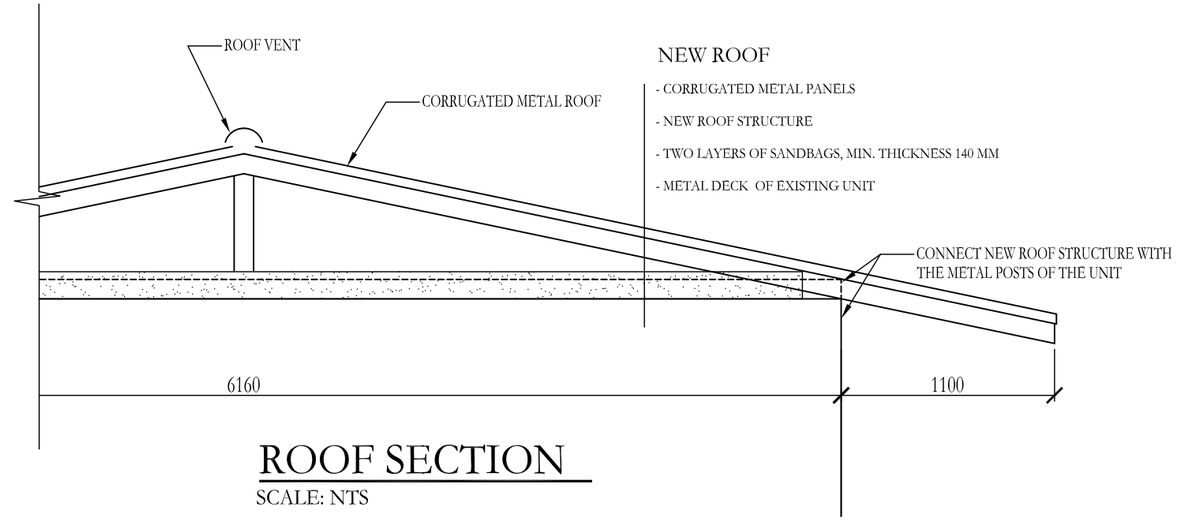
TABLE 1

USAID PMBs (TYP. UNIT 3.08 M X 12.1 M)					
FOB NAME	UNITS NUMBER	ELECTRICAL	IT	WATER	SEWER
GHAZNI	10	CONTRACTOR IS NOT RESPONSIBLE FOR CONNECTION (NEW COMPOUND, NEW GENERATOR(S) AND MDP's Estimated Total System Demand Load: 44 kVA)	INTERIOR PANDUIT, PULL CAT 6	CONTRACTOR SHALL INSTALL LINES UNDER TRAILER AND IS NOT RESPONSIBLE FOR CONNECTIONS TO SITE UTILITIES	CONTRACTOR SHALL INSTALL LINES UNDER TRAILER AND IS NOT RESPONSIBLE FOR CONNECTIONS TO SITE UTILITIES
FEYZABAD	4	Source of Power Unknown Estimated Total System Demand Load: 35.2 kVA	RO Package, exterior conduit, electricity, server room, interior panduit, pull CAT 6	WATER: 300M 50mm(2") 100M-32mm(1.25") VALVES & VALVE BOXES, INSTALL PIPING AND CONNECT TRAILERS	SEWER: 300M -150mm(6") 200M-100mm(4") MANHOLES & LIDS. INSTALL PIPING AND CONNECT TRAILERS
CAMP SHAHEEN	8	Connect to existing panelboard on rear of existing Area Office Building Estimated Total System Demand Load: 35.2 kVA	exterior conduit, interior panduit, pull CAT 6	WATER: 300M 50mm(2") 100M-32mm(1.25") VALVES & VALVE BOXES, INSTALL PIPING AND CONNECT TRAILERS	SEWER: 300M -150mm(6") 200M-100mm(4") MANHOLES & LIDS. INSTALL PIPING AND CONNECT TRAILERS
SHANK AO	3	Source of Power Unknown Estimated Total System Demand Load: 13.2 kVA	EXTERIOR CONDUIT, INTERIOR PANDUIT, PULL CAT 6	WATER: 300M 50mm(2") 100M-32mm(1.25") VALVES & VALVE BOXES, INSTALL PIPING AND CONNECT TRAILERS	SEWER: 300M -150mm(6") 200M-100mm(4") MANHOLES & LIDS. INSTALL PIPING AND CONNECT TRAILERS
TOTAL	25				



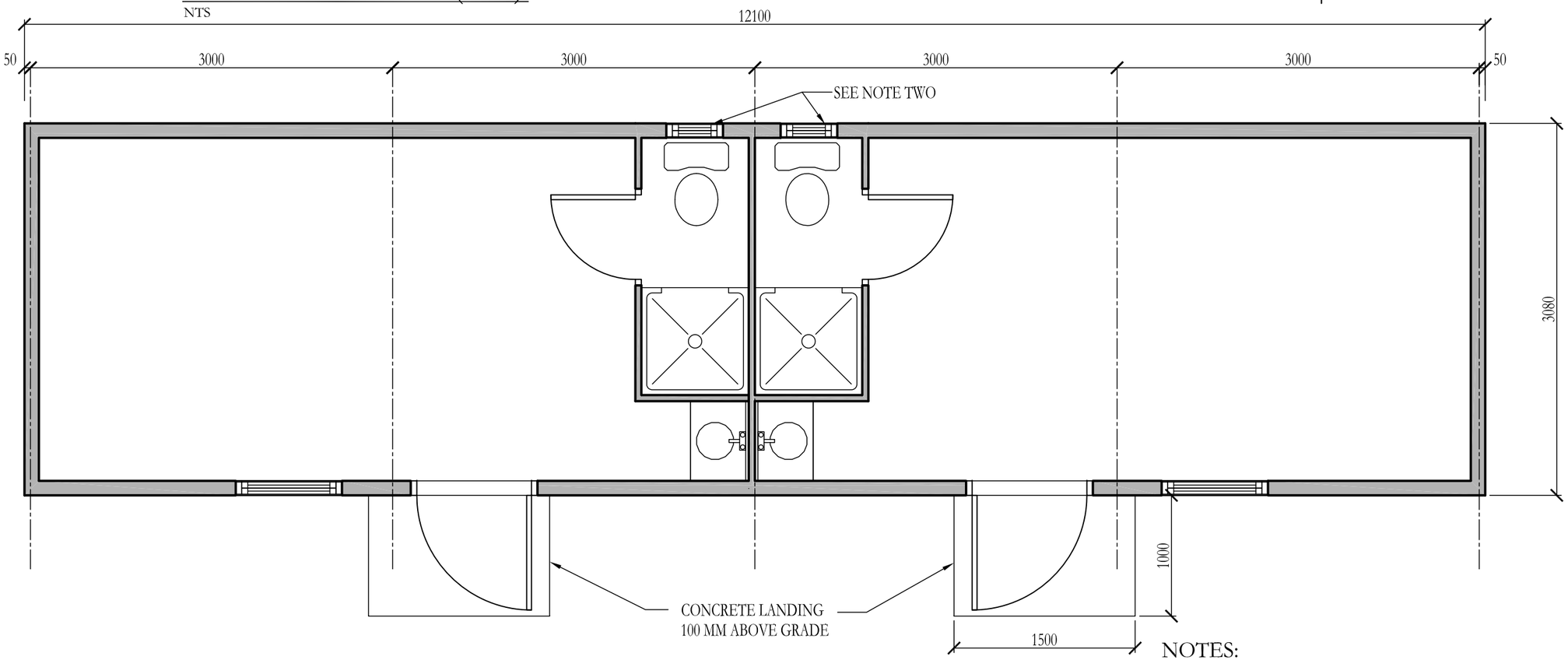
BLDG FLOOR PLAN (TYP)

NTS



ROOF SECTION

SCALE: NTS



FIRST FLOOR PLAN

NTS

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETERS
2. REMOVE BATHROOM WINDOWS, FILL OUT THE OPENING, PAINT AND FINISH TO MATCH EXISTING.

US ARMY CORPS OF ENGINEERS AFGHANISTAN ENGINEER DISTRICT

REV	DATE	DESCRIPTION
0	20-12-2010	ISSUED FOR REVIEW
1	20-01-2011	ISSUED FOR REVIEW
2	20-02-2011	ISSUED FOR REVIEW
3	20-03-2011	ISSUED FOR REVIEW
4	20-04-2011	ISSUED FOR REVIEW

U.S. ARMY ENGINEER DISTRICT, AFGHANISTAN
CORPS OF ENGINEERS
APO AE 96338

DESIGNED BY: EDF
DRAWN BY: EDF
CHD BY: EDF
REVIEWED BY:
SUBMITTED BY:
DATE: 20-12-2010
DESIGN FILE NO.:
DRAWING CODE:
FILE NAME:
PLOT SCALE: 1:1
PLOT DATE: xxxxxx

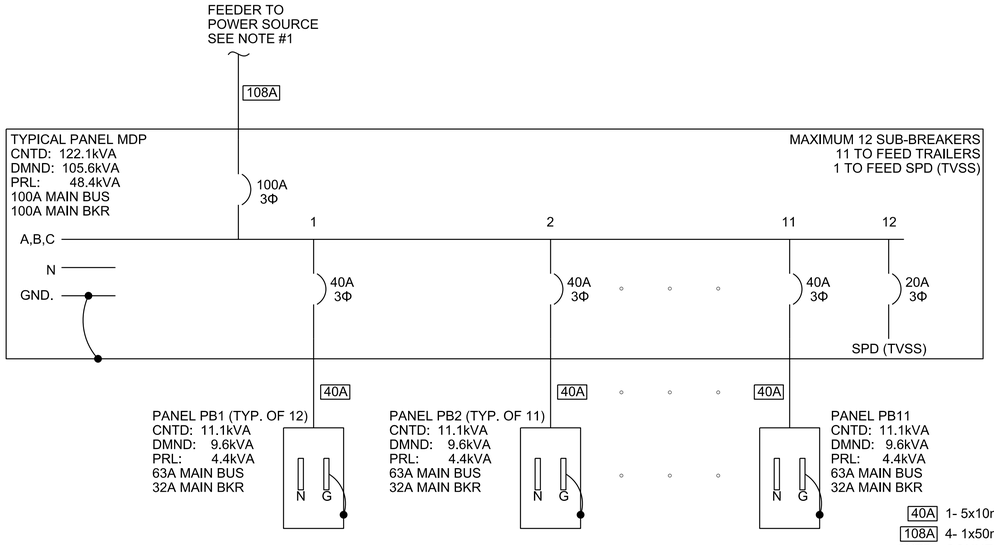
ENGINEERING AND CONSTRUCTION DIVISION

USAID UNITS
USACE AED-N

FLOOR PLAN & ROOF SECTION

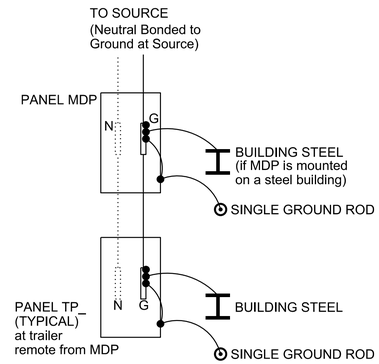
SHEET REFERENCE NUMBER:
A-101

A2 Size 420mm x 594mm



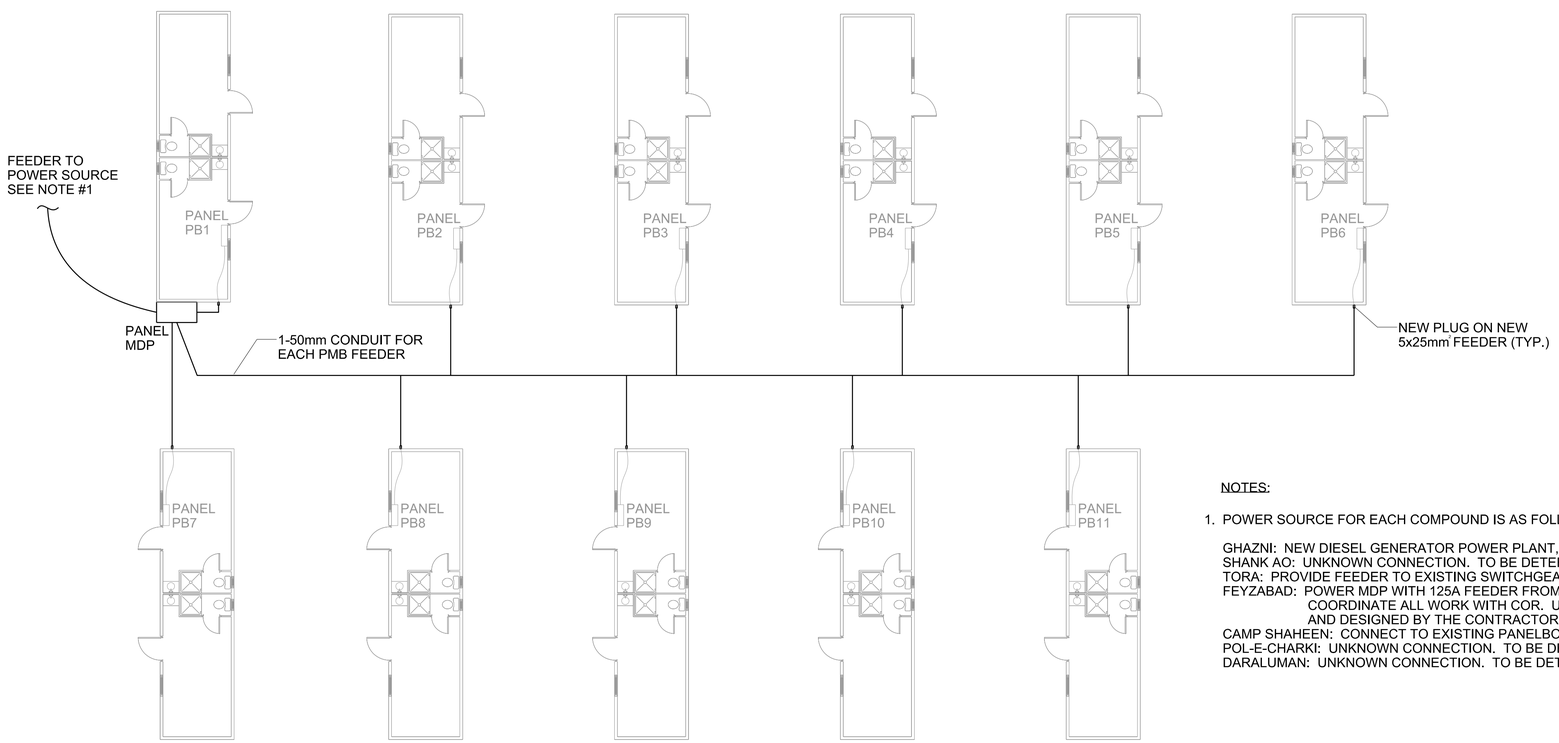
40A 1- 5x10mm2 IN 50mm PVC CONDUIT
108A 4- 1x50mm2 AND 25mm2 GND IN 100mm PVC CONDUIT
CNTD: CONNECTED LOAD (kVA)
DMND: DEMAND LOAD (kVA)
PRL: PROBABLE RUNNING LOAD

2 / E-501 SAMPLE ELECTRICAL ONE-LINE DIAGRAM
N.T.S.



NEUTRAL BUS OR CONDUCTOR
GND BUS, CONDUCTOR, PANEL OR FRAME
GROUND ROD. CU-CLAD STEEL, 20mm DIAMETER, 3M LONG
PHASE CONDUCTORS AND BREAKERS NOT SHOWN
CONTACT AED-N (TAN) ENGINEERING FOR SPECIFIC CONDUCTOR SIZES OR ANY CLARIFICATIONS

3 / E-501 SAMPLE GROUNDING DIAGRAM
N.T.S.



NOTES:

1. POWER SOURCE FOR EACH COMPOUND IS AS FOLLOWS:

GHAZNI: NEW DIESEL GENERATOR POWER PLANT, DESIGNED BY CONTRACTOR.
SHANK AO: UNKNOWN CONNECTION. TO BE DETERMINED AND DESIGNED BY THE CONTRACTOR.
TORA: PROVIDE FEEDER TO EXISTING SWITCHGEAR IN EXISTING POWER PLANT. DISTANCE: ~122m.
FEYZABAD: POWER MDP WITH 125A FEEDER FROM EXISTING 400A GERMAN MERZ-VERTEILER. COORDINATE ALL WORK WITH COR. UNKNOWN SOURCE OF POWER. TO BE DETERMINED AND DESIGNED BY THE CONTRACTOR.
CAMP SHAHEEN: CONNECT TO EXISTING PANELBOARDS ON REAR OF EXISTING AO STRUCTURE.
POL-E-CHARKI: UNKNOWN CONNECTION. TO BE DETERMINED AND DESIGNED BY THE CONTRACTOR.
DARALUMAN: UNKNOWN CONNECTION. TO BE DETERMINED AND DESIGNED BY THE CONTRACTOR.

1 / E-501 SAMPLE ELECTRICAL SITE PLAN
N.T.S.

UNLESS OTHERWISE NOTED, LINEAR DIMENSIONS SHOWN ARE IN MILLIMETERS.

US Army Corps of Engineers®
AFGHANISTAN ENGINEER DISTRICT

MARK	DESCRIPTION	DATE	APPR.	MARK	DESCRIPTION	DATE	APPR.

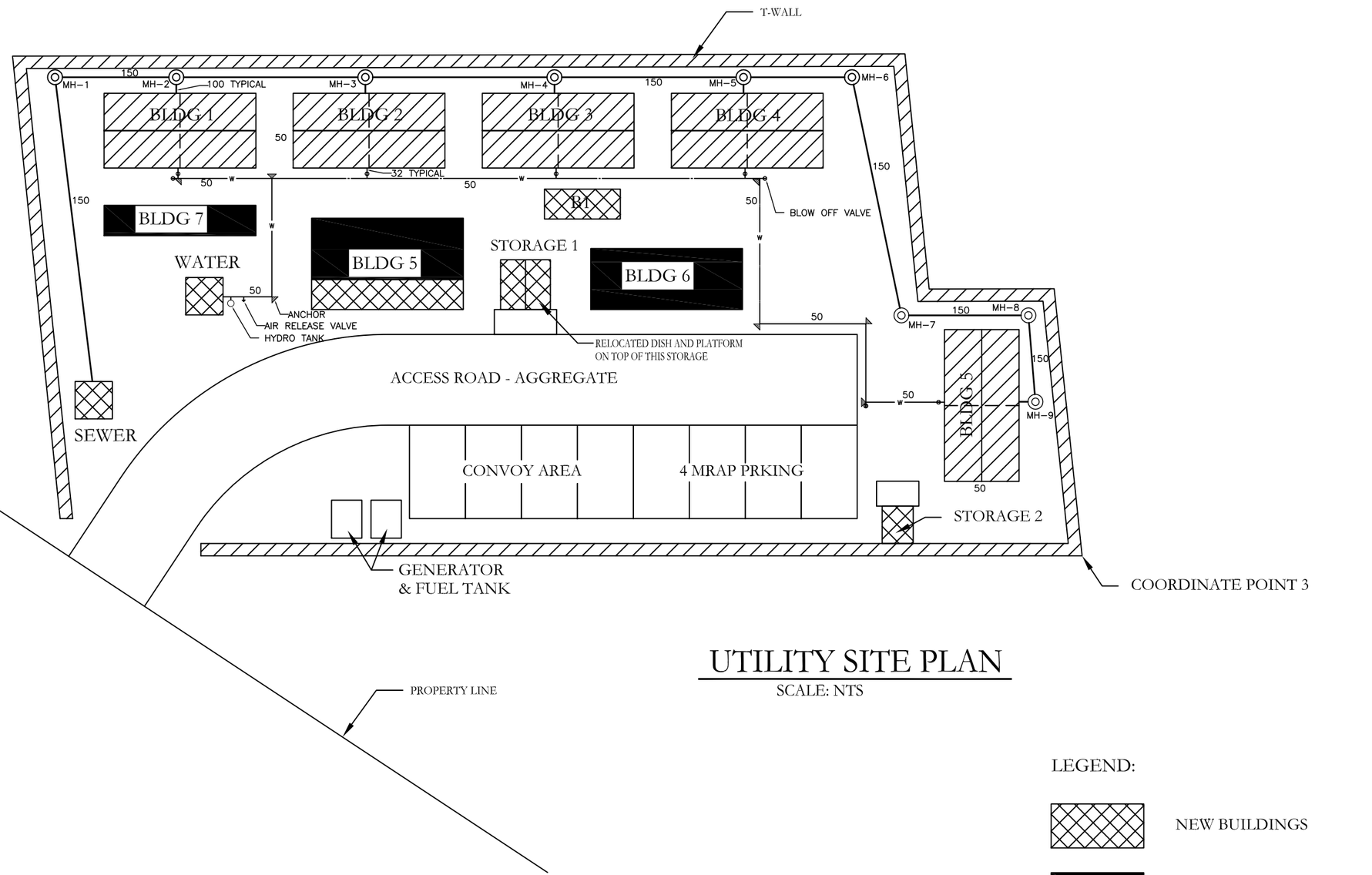
DESIGNED BY: | DATE:
DWN BY: | CKD BY: | SOLICITATION NO.:
SUBMITTED BY: | CONTRACT NO.:
PLOT SCALE: | PLOT DATE: | FILE NUMBER:
SIZE: ANSI D | FILE NAME:

U.S. ARMY CORPS OF ENGINEERS
AFGHANISTAN DISTRICT
APO AE 96338

GWOT PMB PLACEMENT
ELECTRICAL DIAGRAMS

SHEET IDENTIFICATION
E-501

$DATE$ $TIME$ $USER$
$FILE$



UTILITY SITE PLAN

SCALE: NTS

LEGEND:

NEW BUILDINGS

RELOCATED BUILDINGS

USAID TRAILERS

N

US ARMY CORPS OF ENGINEERS AFGHANISTAN ENGINEER DISTRICT

SYMBOL	DESCRIPTION	DATE	APPR.	SYMBOL	DESCRIPTION	DATE	APPR.

DESIGNED BY: BDF
DWN BY: EKS
CKD BY: EKS
REVIEWED BY:
SUBMITTED BY:
DATE: 04-Feb-2011
DESIGN FILE NO.
DRAWING CODE:
FILE NAME:
PLOT SCALE:
PLOT DATE: xx-xx-xxx
REV:

U.S. ARMY ENGINEER DISTRICT, AFGHANISTAN
CORPS OF ENGINEERS
APO AE 96338

ENGINEERING AND CONSTRUCTION DIVISION

GHAZNI RESIDENT OFFICE
GHAZNI COMPOUND

UTILITY SITE LAYOUT

SHEET REFERENCE NUMBER:
C-101

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	Ghazni Base Proposal Items FFP Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs IAW the attached Statement of Work. FOB: Destination MILSTRIP: W917PM11145276 PURCHASE REQUEST NUMBER: W917PM11145276				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Lump Sum		
	Design Program FFP Inspection and Delivery FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Lump Sum		
	Site Development & Improvements FFP Site Preparation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		10	Each		
	PMBs Installation FFP Units Installation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Lump Sum		
	IM FFP Interior Upgrades FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Feyzabad Base Proposal Items FFP Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs IAW the attached Statement of Work. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Lump Sum		
	Design Program FFP Inspection and Delivery FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Lump Sum		
	Site Development & Improvements FFP Site Preparation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		4	Each		
	PMBs Installation FFP Units Installation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1	Lump Sum		
	IM FFP RO Package FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
	Camp Shaheen Base Proposal Items FFP Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs IAW the attached Statement of Work. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1	Lump Sum		
	Design Program FFP Inspection and Delivery FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		1	Lump Sum		
	Site Development & Improvements FFP Site Preparation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		8	Each		
	PMBs Installation FFP Units Installation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		1	Lump Sum		
	IM FFP Exterior & Interior Upgrades FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
	Shank AO Base Proposal Items FFP Provide all necessary labor, equipment, and materials to deliver and assembly existing PMBs IAW the attached Statement of Work. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		1	Lump Sum		
	Design Program FFP Inspection and Delivery FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		1	Lump Sum		
	Site Development & Improvements FFP Site Preparation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		3	Each		
	PMBs Installation FFP Units Installation FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		1	Lump Sum		
	IM FFP Exterior & Interior Upgrades FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					

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, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherfoord invoice submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.
FOB: Destination

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
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government

0004AD	N/A	N/A	N/A	Government
0005	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
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0004AD	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-7	Permits and Responsibilities	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-27	Site Visit (Construction)	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
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

252.209-7001	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
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUL 2009
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of clause)

252.225-7024 REQUIREMENT FOR PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (APR 2010)

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

(1) Product from Iraq or Afghanistan means a product that is mined, produced, or manufactured in Iraq or Afghanistan.

(2) Service from Iraq or Afghanistan means a service (including construction) that is performed in Iraq or Afghanistan predominantly by citizens or permanent resident aliens of Iraq or Afghanistan.

(b) The Contractor shall provide only products from Iraq or Afghanistan or services from Iraq or Afghanistan under this contract, unless, in its offer, it specified that it would provide products or services other than products from Iraq or Afghanistan or services from Iraq or Afghanistan.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

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

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

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

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

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

(End of clause)

C3 CLAUSE 952.201-0001

C3 CLAUSE 952.201-0001
OMBUDSMAN
(NOV 2010)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC-A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the C3 Ombudsman at: (*insert Ombudsman contact information).*

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

C3 CLAUSE 952.222-0001

C3 CLAUSE 952.222-0001

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

(JUL 2010)

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

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

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

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

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

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

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

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

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

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

C3 CLAUSE 952.223-0001

C3 CLAUSE 952.223-0001

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS

(JUL 2010)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address
Victim:

Name
Gender (Male/Female)
Age
Nationality

Country of permanent residence
Incident:
Description

Location
Date and time
Other Pertinent Information

C3 CLAUSE 952.225-0001

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

(AUG 2010)

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

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

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

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

(c) ***Required Contractor Documentation***. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by

the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.C3 Acquisition Instruction (November 2010) Page 112

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

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

(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed.

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.

(3) How the contractor will coordinate transportation with appropriate military authorities.

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

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan.

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

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

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

(h) **Lapses in Training or Authorization**. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized

employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

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

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

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

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

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

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

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

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

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

(5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(k) **Weapons/Equipment Restrictions and Responsibilities**. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

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

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.

(2) Failing to cooperate with Coalition and Host Nation forces.

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(4) Failing to use a graduated force approach.

(5) Failing to treat the local civilians with humanity or respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.C3 Acquisition Instruction (November 2010) Page 114

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

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

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

(1) The total number of armed civilians and contractors.

(2) The names and contact information of its subcontractors at all tiers.

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

C3 CLAUSE 952.225-0002

C3 CLAUSE 952.225-0002

ARMED PERSONNEL INCIDENT REPORTS

(SEP 2010)

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

(b) **IRAQ**: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.

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

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch.

C3 CLAUSE 952.225-0003

C3 CLAUSE 952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS

(NOV 2010)

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

performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

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

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

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

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

C3 CLAUSE 952.225-0004

C3 CLAUSE 952.225-0004
COMPLIANCE WITH LAWS AND REGULATIONS
(JUL 2010)

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

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition

on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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

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

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

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

C3 CLAUSE 952.225-0005

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

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

(1) The total number (prime and subcontractors at all tiers) employees.

(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

C3 CLAUSE 952.225-0009

C3 CLAUSE 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 contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

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

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid C3 Acquisition Instruction (November 2010) Page 123

vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

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

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

C3 CLAUSE 952.225-0011

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

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

U.S. Citizens Accompanying the Force

☐ APO/FPO/MPO/Postal Services	☐ DFACs	☐ Mil Issue Equip
☐ Authorized Weapon	☐ Excess Baggage	☐ MILAIR
☐ Billeting	☐ Fuel Authorized	☐ MWR
☐ CAAF	☐ Govt Furnished Meals	☒ Resuscitative Care
☐ Controlled Access Card (CAC)/ID Card	☐ Military Banking	☐ Transportation
☐ Commissary	☐ Military Clothing	☐ All
☐ Dependents Authorized	☐ Military Exchange	☐ None

Third-Country National (TCN) Employees

☐ APO/FPO/MPO/Postal Services	☐ DFACs	☐ Mil Issue Equip
☐ Authorized Weapon	☐ Excess Baggage	☐ MILAIR
☐ Billeting	☐ Fuel Authorized	☐ MWR
☐ CAAF	☐ Govt Furnished Meals	☒ Resuscitative Care
☐ Controlled Access Card (CAC)/ID Card	☐ Military Banking	☐ Transportation
☐ Commissary	☐ Military Clothing	☐ All
☐ Dependents Authorized	☐ Military Exchange	☐ None

Local National (LN) Employees

☐ APO/FPO/MPO/Postal Services	☐ DFACs	☐ Mil Issue Equip
☐ Authorized Weapon	☐ Excess Baggage	☐ MILAIR
☐ Billeting	☐ Fuel Authorized	☐ MWR
☐ CAAF	☐ Govt Furnished Meals	☒ Resuscitative Care
☐ Controlled Access Card (CAC)/ID Card	☐ Military Banking	☐ Transportation
☐ Commissary	☐ Military Clothing	☐ All
☐ Dependents Authorized	☐ Military Exchange	☐ None

C3 CLAUSE 952.225-0013

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

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

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

C3 CLAUSE 952.225-0015

C3 CLAUSE 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's 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.

C3 CLAUSE 952.225-0016

C3 CLAUSE 952.225-0016
CONTRACTOR DEMOBILIZATION
(NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.
(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing 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 C3 Acquisition Instruction (November 2010) Page 129

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 C3 Acquisition Instruction (November 2010) Page 130

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 (C_3) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

C3 CLAUSE 952.236-0001

C_3 CLAUSE 952.236-0001
ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JUL 2010)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
(1) “the minimum requirements of United States’ National Fire Protection Association (NFPA) 70,
(2) 2008 National Electrical Code (NEC),
(3) American National Standards Institute (ANSI) C2, and
(4) United States’ National Electrical Safety Code (NESC).
(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
(e) The following internet links provide access to some of these standards:
UFC: http://65.204.17.188/report/doc_ufc.html
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc