

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W5J9JE-11-R-0123	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Aug-2011	PAGE OF PAGES 1 OF 103
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. MIPR0HRF2N0041K	6. PROJECT NO. ANSF886MATOC11-3
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7. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356	CODE W5J9JE	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE	
TEL: FAX:		<b>See Item 7</b> TEL: FAX:	

9. FOR INFORMATION CALL:	A. NAME YVETTE WALKER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*  
 886 Matoc Region III

Description: Design and construction Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to support the Afghanistan National Security Force (ANSF) construction projects, Region III; the Afghanistan provinces of Khost, Paktiya, Logar, Paktika, Ghazni, Wardak, Kabul and Bamyan.

Section 886 Full & Open Competition: This procurement limits competition to products, services, and sources from Afghanistan and is authorized by Section 886 of Public Law 110-181. Failure to meet the requirements of Section 886 of Public Law 110-181 shall make the offeror ineligible to receive a contract award.

Disclosure of the magnitude of the construction project will be determined per task order.

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See Task Orders \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and   3   copies to perform the work required are due at the place specified in Item 8 by   03:00 PM   (hour) local time   15 Sep 2011   (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than   90   calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE** 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

1. GENERAL INFORMATION

- a. Performance Period: A base period of two (2) years and no options.
- b. Maximum Contract Value: Not-to-exceed \$49,000,000.00 for the life of the contract.
- c. Minimum Guarantee: The minimum guarantee amount is \$10,000.00.
- d. Task Order Limitations: The minimum Task Order \$500,000.00 and the maximum Task Order is limited to \$7,800,000.00.
- e. Contract Ceiling: The \$49,000,000.00 contract ceiling shall be shared amongst all awardees as determined by the Government. The contract ceiling may not result in equal distribution amongst all awardees due to the fair opportunity process described in FAR part 16.505(b), Ordering.
- f. Number of Awards: The Government intends to award up to eight (8) contracts against this solicitation.
- g. Currency: All task orders will be awarded, invoiced, and paid in U.S. dollars

2. PURPOSE AND SCOPE

See Scope of Work in Section 01010.

3. GEOGRAPHICAL LOCATION

The geographical area covered by this contract (Region III) includes the Afghanistan provinces of Khost, Paktiya, Logar, Paktika, Ghazni, Wardak, Kabul and Bamyan. In certain instances, some work may be solicited and awarded for projects outside of Region III.

TABLE OF CONTENTS

Solicitation Provisions, Contract Clauses  
for  
886 MATOC Region III (Base Contract)

<u>Section</u>	<u>Title</u>
00010	Solicitation Contract Form
00100	Instruction, Conditions, Notices to Offerors, Proposal Evaluation and Contract Award
00600	Representations & Certifications
00700	Contract Clauses
00800	Specialist Contract Requirements

NOTE: Table of Contents for the Sample Project is located in Section 00800.

-End of Table of Contents-

PRICE BREAKDOWN – BINDING RATE

Offers shall complete the following table. The home office (Program Executive Team) proposed General and Administrative (G&A) rate will be binding for the term of the contract, as a maximum or ceiling rate, that may be proposed in any task order under this contract.

In accordance with the Federal Acquisition Regulation Part 2, “General and Administrative (G&A)” expense means any management, financial, and other expense which is incurred by or allocated to a business unit and which is for the general management and administration of the business unit as a whole. G&A expense does not include those management expenses whose beneficial or causal relationship to cost objectives can be more directly measured by a base other than a cost input base representing the total activity of a business unit during a cost accounting period.

These charges may be negotiated downward, with award of individual task orders, but may never exceed the maximum.

In addition to evaluating price for award of the basic MATOC, the Binding rate will also be evaluated for fairness and reasonableness.

	Home Office (Program Executive Team) G&A – Expressed as a Percentage of Direct Cost
Two (2) Base Period	

See Administrative Requirements, paragraph 2.8, in Section 00800 for additional information pertaining to binding rate.

## Section 00100 - Bidding Schedule/Instructions to Bidders

## SOLICITATION PROVISIONS

1. Any legally organized Afghan entity, holding a current “D” Afghanistan Investment Support Agency (AISA) license, may submit a proposal. The Government will not make assumptions concerning the intent, capabilities, or experiences of the Offerors. Clear identification of proposal details shall rest as sole responsibility of the Offeror. Therefore the proposal shall meet the following basic requirements:
  - a. Proposals shall be typed, in the English language, and easy to read. Margins (1-inch) shall be clean and clear.
  - b. Proposals shall be organized, concise, and submitted in the volumes and in the order indicated below. Volumes shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.
  - c. Proposals must be sent in two separate volumes. Each volume shall be contained within a separate 2 or 3 ring binder (no heat or spiral bound volumes). Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
  - d. Offerors shall verify that the information for the Point-of-Contacts located in Form A1 (Experience Fact Sheet), is current, correct and complete including email address, fax number, and telephone number.
  - e. Offerors shall submit the Price Schedule in Volume 2, which shall be completed in full. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.
  - f. Offerors shall submit a signed Offer (Standard Form 1442) in Volume 2 for this solicitation including verification of all amendments received.
  - g. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, and the like are not necessary. However, proposals shall completely and adequately address the requirements of this solicitation.
  - h. If additional information is provided it shall be in regard to the solicitation requirements, only.
  - i. Failing to submit attachments or failing to properly complete the proposal, may result in rejection of the Offer without further evaluation or rejection of a nonconforming proposal without further discussions with the offeror. Therefore, Offerors are urged to follow instructions and contact with the Contract Specialist if instructions are not understood.

## 2. JOINT VENTURES

- a. A Joint Venture offeror must submit with its technical proposal a copy of the joint venture agreement upon which the joint venture organization has been formed. Generally, the joint venture agreement may take any form. However, the Offeror's joint venture agreement must contain wording that provides for the following:
  - The joint venture agreement must indicate that the joint venture is in existence as of the date and time that proposals are due to be submitted; or, alternatively, that the joint venture will automatically take legal effect immediately upon notification to the joint venture of contract award.
  - The joint venture will continue to exist through the actual completion date of the project which is the subject of the solicitation and the following warranty period.
  - The joint venture agreement must be written in English, or, if not originally written in English, the offeror must provide a signed English language translation of the joint venture instrument.

- The joint venture agreement must be signed by a representative of each joint venture partner who has the requisite authority to bind the partner to the agreement.
- The joint venture agreement must state on its face the basis of the authority of each signatory (in other words, the position/title of the signatory).
- A statement that each member of the joint venture is jointly and severally liable to the Government for all of the obligations of the joint venture with respect to completion of all work and services under the contract expected to result from the Solicitation.
- Details, expressed as percentages where appropriate, of the relationship of the joint venture parties':
  - Share of business ownership in the joint venture;
  - Share of capital contribution to the joint venture, and
  - Share of profit or loss distribution.
- Identity of the person or persons who are authorized to sign the Solicitation's Standard Form 1442 on behalf of the joint venture partners, binding the entire joint venture to its proposal and any obligations under any contract which may result from the Solicitation.

b. If the joint venture agreement fails to incorporate all of these features, the Contracting Officer may conclude that the joint venture agreement fails to adequately protect the Government's interests in the project which is the subject of this Solicitation being successfully completed. As a matter of the responsibility of the Offeror, The Contracting Officer may decline to award a contract to the joint venture entity until it submits a joint venture agreement that conforms with the requirements of this Paragraph (see Section 00100, Paragraph 12, Responsibility Determination).

c. Include the Joint Venture Agreement in Volume I, TAB 6, Joint Venture Agreement.

d. The joint venture entity must obtain a CAGE code and DUNS number. The joint venture's CAGE code and DUNS number must appear in Block 14 of the joint entity's Standard Form 1442 at the time the joint venture submits its proposal. Failure to provide a CAGE code and DUNS number with its proposal indicates a lack of responsibility on the part of the joint venture entity and may preclude award of a contract to the entity (see Section 00100, Paragraph 12, Responsibility Determination)."

### 3. INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS

Proposals shall be received at the following address by the date and time indicated on the Solicitation Standard Form 1442 block 13A:

U.S. Army Corps of Engineers (USACE)  
 Afghanistan Engineer District-North (AED-N)  
 Attention: Contract Specialist Yvette Walker  
 Qalaa House, House #1, Street #1  
 West Wazir Akbar Khan (behind Amani High School)  
 Kabul, Afghanistan

Questions and/or concerns regarding this requirement shall be submitted in writing to Contract Specialist Deogracias Solis via email at [deogracias.c.solis@usace.army.mil](mailto:deogracias.c.solis@usace.army.mil). Written questions must be received at the Contracting Office not later than 3:00 p.m. on September 6, 2011. Telephone inquiries will not be accepted.

#### 4. PROPOSAL FORMAT

a. Proposals shall be submitted in the following format:

VOLUME 1 – TECHNICAL PROPOSAL	ORIGINAL	COPIES
	1	3

TAB 1 - FACTOR 1 - Experience (Forms A1 and A2)

TAB 2 - FACTOR 2- Past Performance (Form A3)

TAB 3 - FACTOR 3 - Key Personnel

TAB 4 - FACTOR 4 - Available Capacity

TAB 5 - FACTOR 5- Management and Organization

TAB 6 - Joint Venture Agreement (if applicable)

**Volume 1 (The Technical Proposal) and the 3 copies, shall be submitted in a separate binder from the Price Proposal.**

VOLUME 2 - PRICE PROPOSAL	ORIGINAL	COPIES
	1	0

Volume 2 shall contain FACTOR 6 (all TABS listed below).

TAB 1: Proposal Cover Sheet

TAB 2: Signed Offer, Standard Form 1442, with all amendments acknowledged (if applicable)

TAB 3: Price Proposal Schedule

TAB 4: Completed Representation and Certifications, Section 00600 or ORCA

TAB 5: Financial Capacity

TAB 6: Financial Responsibility (Form A4)

TAB 7: Afghanistan Investment Support Agency (AISA) License

Volume 2 (The Price Proposal) shall be submitted in a separate binder from the Technical Proposal.

## 5. VOLUME 1 – TECHNICAL PROPOSAL

### FACTOR 1: EXPERIENCE

#### a. Submission Requirements

##### i. Submit a list of all projects started or completed which the Offeror performed or is now performing:

- (1) within a period of time starting not earlier than five (5) years prior to the date of this Solicitation;
- (2) either as a prime or subcontractor;
- (3) for either the U.S. Army Corps of Engineers or other agencies of the U.S. Government;
- (4) in the provinces of Khost, Paktiya, Logar, Paktika, Ghazni, Wardak, or Bamyan. DO NOT submit Kabul projects.

##### ii. Format the list of all projects referenced above in paragraph 5.a.i. in the same manner as Form A1 found in the Appendices Section.

##### iii. Instructions for completing the List:

- (1) List as many projects as meet the requirements for the List.
- (2) The Contracting Officer may require information from the Offeror to verify the accuracy of the entries to the Offeror's List. Information required may include:
  - (a) Current point of contact (POC), including name, telephone number and e-mail address, for the agency that awarded the prime contract; or for the prime contractor where the Offeror was a subcontractor.
  - (b) Copies of the prime or subcontracts which the Offeror is listing.
  - (c) Or other information relevant to verify the accuracy of the entries to the Offeror's List.
- (3) Contracting Officer requests for information from the Offeror to verify the accuracy of the entries to the Offeror's List constitute "clarifications" as defined by FAR Part 15.
- (4) The Offeror must be prepared to provide the required information to the Contracting Officer within 2 working days following the day on which the Contracting Officer communicates the requirement to the Offeror.

##### iv. In addition to the List, the Offeror shall submit up to, but not more than five (5) Experience Fact Sheets (Form A2 found in the Appendices Section) for projects identified in the List. If the Offeror is a joint venture, at least one (1) Experience Fact Sheet (Form A2) must be submitted for each joint venture partner.

##### v. Page Limitations for Factor 1:

- (1) There is no page limitation for the List of projects. The List shall be printed on A4 or letter size pages (portrait or landscape view at the Offeror's discretion), with a minimum 10 point pitch for headings and content.
- (2) Each Experience Fact Sheet (Form A2) submitted may not exceed one (1) page in length.
- (3) A "page" is one (1) side of a sheet of paper (or electronic equivalent) on which something is written or drawn.

## FACTOR 2 - PAST PERFORMANCE

### a. Submission Requirements

- The Offeror shall submit a Past Performance Form (Form A3) — up to 5 total forms — for each project that the Offeror has submitted an Experience Fact Sheet (Form A2) identified above under Volume I, TAB 1 - FACTOR 1: Experience.
- The Offeror may submit letters of recommendations, commendations, and or performance awards for project performance pertaining to any of the (up to 5) projects for which it has submitted an Past Performance Form (Form A3) to supplement the information contained in the Past Performance Form.
- If the Offeror is a joint venture, at least one (1) Past Performance Form (Form A3) must be submitted for each joint venture partner.
- Past performance information for the Offeror (including joint venture partners if the Offeror is a joint venture) may be submitted for projects under which the Offeror was either the prime or a subcontractor.
- Do not submit past performance information for proposed subcontractors.
- There is no limitation on the number of pages of recommendations, commendations, and or performance awards for project performance that the Offeror may submit. The Offeror may not submit more than 5 pages of Past Performance Forms (Form A3) using a minimum 10 point pitch for content.
- A “page” is one (1) side of a sheet of paper (or electronic equivalent) on which something is written or drawn.

## FACTOR 3 - KEY PERSONNEL

### Submission Requirements

i. Offerors must submit resumes for the following Home Office Key Personnel (personnel who will not likely change over the course of performance of the life of the MATOC):

- Overall Project Manager for this MATOC
- Full-time Design staff
- Full-time Safety staff
- Full-time Quality Control staff

ii. All resumes should include the following information per resume:

- Name and title
- Project assignment
- Years experience with the firm (in the employee’s field of expertise/discipline)
- Years of experience with other firms (in the field of expertise/ discipline)
- Educational degree(s), year of degree, and institution
- Active professional registration and year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract
- List of U.S. Army Corps of Engineers projects in which the individual has worked to include Name of project(s), project location(s) and the role or position filled by the individual.

iii. Page Limitation for Factor 3:

- All resumes may NOT exceed two (2) pages per resume using single spaced typed pages (A4 or letter size), using at a minimum a 10 pitch font. If more than two (2) pages per resume are submitted, only the first two (2) pages of each resume will be reviewed and evaluated.
- A “page” is one (1) side of a sheet of paper (or electronic equivalent) on which something is written or drawn.

#### FACTOR 4 - AVAILABLE CAPACITY

a. Submission Requirements

i. To demonstrate its physical capacity to timely and satisfactorily perform work that might be required under the General Scope of Work of the MATOC contract, the Offeror shall:

- Provide a statement demonstrating the Offeror’s capacity to perform multiple projects in multiple locations simultaneously. The statement shall include a description of major work currently ongoing or completed as expressed in the scope of work, province where work is being or was completed, and total value of project(s).
- If the Offeror is a joint venture, submit the above required information for each joint venture partner.

ii. Page Limitation for Factor 4:

- Factor 4 is limited to no more than 5 pages, single spaced typed pages (A4 or letter size), using at a minimum a 10 pitch font. If more than five (5) pages are submitted, only the first five (5) pages will be reviewed and evaluated.
- A “page” is one (1) side of a sheet of paper (or electronic equivalent) on which something is written or drawn.

#### FACTOR 5 - MANAGEMENT AND ORGANIZATION

a. Submission Requirements

Offerors are reminded that management of this contract shall be in accordance with the specifications that are part of this solicitation and contract award and any additional specifications required per individual Task Order(s).

i. To demonstrate its proposed project Management and Organization the Offeror shall:

- Provide an Organizational Chart with a narrative which shows lines of authority, communication and responsibility running between the Offeror’s home office, project management, project key personnel and major subcontractors for successful execution of the overall IDIQ MATOC and any task order awarded there under. At a minimum, the Organizational Chart will include the following: Project Manager for the MATOC contract and other Key Personnel from the Offeror’s home office, including such as full-time quality control and safety staff, design staff, etc. The organizational chart must clearly indicate which position has overall authority for project awarded with a task order
- If the Offeror is a joint venture, the organizational chart, mentioned above, must reflect the roles and relationships of each joint venture partner to the whole project.

ii. Page Limitation for Factor 5:

- Factor 5 is limited to five (5) single spaced typed pages (A4 or letter size), using at a minimum a 10 pitch font . If more than five (5) pages are submitted, only the first five (5) pages will be reviewed and evaluated.
- A “page” is one (1) side of a sheet of paper (or electronic equivalent) on which something is written or drawn.

**FACTOR 6 – PRICE PROPOSAL**

The Price Proposal – Volume II – must be organized in the following manner:

TAB 1- Must contain a Proposal Cover Sheet, to include the Offeror’s e-mail address, cell phone number, Name, Address, DUNS, CAGE, AISA License Number and Tax Identification Number of the Offeror. The proposal cover sheet is required by Provision “FAR 52.215-1, Instructions to Offerors—Competitive Acquisition.”

TAB 2- Must contain the signed, dated Standard Form 1442, Solicitation, Offer, and Award. Any and all amendments must be acknowledged by the Offeror in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3- Must contain the completed Section 00010 “Price Proposal Schedule.” See Section 00010 with attached notes, for further instructions.

TAB 4- If the Offeror has not completed the annual representations and certifications on the “Online Representations and Certifications Application” (ORCA) website, the proposal must contain the Offeror’s completed “Representations, Certifications, and Other Statements of Offerors” included in the solicitation (Section 00600). If ORCA is completed, submit the ORCA pages.

TAB 5- Must contain information about the Offeror’s financial capacity to perform the work required under this Solicitation. The financial capacity information submitted must address:

- The Offeror’s financial capacity to perform all work and services required in the General Scope of Work and any task order awarded under the IDIQ MATOC.
- The Offeror’s financial capacity will be reviewed for a “Responsibility Determination” against the following:

Financial capacity to timely and satisfactorily perform the work required under the solicitation expressed in terms of:

- Access to cash, financial assets and/or lines of credit; and
- Current audited financial information for the Offeror (or all joint venture partners if the Offeror is a joint venture).

TAB 6- Must contain the Financial Responsibility Form A4 found in Appendices Section, fully completed and signed by an authorized person of the company or signed by both partners if in a joint venture arrangement.

TAB 7- Must contain a current and valid copy of the Offeror’s Afghanistan Investment Support Agency (AISA) Licenses(s). If the Offeror is a joint venture, if available, a copy of the joint venture’s AISA license, or a copy of each joint venture partner’s AISA license.

## SOURCE SELECTION PROCESSES &amp; EVALUATION PROCEDURES

1. A Pre-Solicitation Notice will be issued under the authority of FAR Part 15.202.
2. Basis for Award of the basis MATOC contracts: Subject to the provisions contained herein, award will be made to up to eight (8) Offerors who are deemed responsible in accordance with the FAR – whose offers conform to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Best Value (Trade-off process) to the Government. The proposals will be evaluated on six (6) evaluation factors. The five (5) non-cost Technical Factors are Experience, Past Performance, Key Personnel, Available Capacity and Management and Organization are listed in descending order of importance with Experience being slightly more important than Past Performance, Past Performance being slightly more important than Key Personnel, Key Personnel being slightly more important than Available Capacity, Available Capacity being slightly more important than Management and Organization. When combined, Factors 1, 2, 3, 4 and 5 are significantly more important than Factor 6, Price. Any proposal which receives a rating of either Marginal or Unacceptable for Factors 1, 3, 4, or 5 will not be eligible for award. This solicitation includes binding prices (the Offerors' proposed and accepted General and Administrative rate) which will be binding for the term of the contract and each task order.

It is the Government's intent to award without discussions; however, in accordance with FAR 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified in accordance with FAR 15.503.

The Government reserves the right to award to other than the lowest proposed priced offerors; however, the degree of importance of cost/price related elements as a factor will become greater as the technical proposals approach equality. The greater the equality of technical proposals, the more important cost/price shall become in selecting the Best Value to the Government. Unreasonably high or low proposed prices, as compared to the IGE, and overall average price of Offerors, as determined by the SSA, may be grounds for eliminating a proposal from the competitive range, if one is established, based upon assessment that the Offeror does not understand the requirement or the Offeror has made an unreasonable proposal.

3. In accordance with FAR 15.304, the following factors will be considered in evaluating the proposals.

Factor 1 - Experience

Factor 2 - Past Performance

Factor 3 - Key Personnel

Factor 4 - Available Capacity

Factor 5 - Management and Organization

Factor 6 - Price

4. Factors to be evaluated: The proposals will be evaluated on six (6) evaluation factors.

Factor 1 - Within the Experience factor there are no Subfactors.

Factor 2 - Within the Past Performance factor there are no Subfactors.

Factor 3 - Within the Key Personnel factor there are no Subfactors.

Factor 4 - Within the Available Capacity factor there are no Subfactors.

Factor 5 - Within the Management and Organization factor there are no Subfactors.

Factor 6 - Within the Price factor there are no Subfactors.

The Government does not require technical proposals, nor will the Government evaluate them, in response to the sample task order. The Government's technical evaluation will concentrate on the suitability of the Offerors to be awarded the basic IDIQ MATOC contract. The Offeror's price for the sample task order will be evaluated as identified below.

#### 5. FACTOR 1: EXPERIENCE

##### a. Evaluation Criteria

The offer will be evaluated on the relevancy of the projects and the extent of experience demonstrated by the projects that the Offeror submits for this factor.

The term, "Same or Similar" means experience on projects which are substantially the same or similar in size, scope, complexity and dollar magnitude as the work required in the General Scope of Work described in the solicitation.

Offerors will be expected to perform work in the Kabul province. However, the Kabul province is excluded from the evaluation criteria.

i. The Offeror shall be evaluated on its relevant projects, started or completed, which the Offeror performed or is now performing:

(1) within the period of time starting not earlier than five (5) years prior to the date of this Solicitation;

(2) either as a prime or subcontractor;

(3) for either the U.S. Army Corps of Engineers or other agencies of the U.S. Government;

(4) in the provinces of Khost, Paktiya, Logar, Paktika, Ghazni, Wardak, or Bamyan.

ii. The Offeror shall format the list of all projects referenced above in paragraph 5.a.i. in the same manner as Form A1 found in the Appendices Section.

iii.. In addition to evaluating the contents of the List, the Government shall evaluate the Offeror's Experience Fact Sheets (Form A2 found in the Appendices Section) for projects identified in the List. If the Offeror is a joint venture, failure to submit at least one (1) Experience Fact Sheet (Form A2) for each joint venture partner will be evaluated as a deficiency.

(1) General. The Government is looking for contractors with experience:

(a) which is of a type that matches the types of construction contracts that are listed in the General Scope of Work (see Section 01010);

(b) which is of a type that is the "Same or Similar" to the types of construction activities listed in the General Scope of Work; and

(c) which the contractor has undertaken (either as a prime or subcontractor) in the provinces of Khost, Paktiya, Logar, Paktika, Ghazni, Wardak, or Bamyan (referred to together in this Solicitation as "Region III"); and

(d) with performing construction contracts with the U.S. Army Corps of Engineers (preferred) or U.S. Government agencies (acceptable).

(2) The "types of construction contracts" listed in the General Scope of Work are:

- Design-build contracts; and
- Contracts involving site adapt procedures (see General Scope of Work for explanation of site adapt procedures).

(3) The "types of construction activities" listed in the General Scope of Work are:

- Vertical Construction;
  - Administrative facilities;
  - Barracks;
  - Medical clinics;
  - Dining facilities (DFACs);
  - Detention facilities;
  - Fire stations;
  - Vehicle maintenance and fueling facilities;
  - Force protection structures and facilities;
- Horizontal Construction:
  - Site Assessments and Master Site Plan Development
  - UXO Removal
  - Road, Parking and Walkway Networks
- Utilities:
  - Potable Water Development & Distribution
  - Sanitary & Waste Water Treatment Systems
  - Site & Storm Drainage Systems
  - Electrical & Communication Systems

Refer to the statement of work (SOW) in section 01010 for a complete description of construction activities.

(4) The more experience that an Offeror demonstrates, having completed the types of construction contracts, involving the types of construction activities, in one or more of the provinces included in Region III, the higher rating the Offeror will receive under this Evaluation Factor.

(5) Information about projects which the Offeror provides to document its experience **will not** be evaluated if:

- The project was physically (100%) completed more than five years prior to the date of the release of this Solicitation (the date appearing in Block 3 of the Standard Form 1442); or
- The site of the project's work was not in Region III; or
- The project is on-going as of the date of the release of this Solicitation, but physical work at the project site has not yet been started.

b. Greater weight may be given for the following:

- The more projects the Offeror has in one of the Region III provinces listed below. Although work for Kabul is considered in this acquisition, it will be excluded from the evaluation criteria.
- Construction projects which were completed in the provinces listed above.
- The more construction projects which are ongoing or were completed in the Region III provinces.
- Projects for the U.S. Army Corps of Engineers. Projects for other U.S. Government agencies will receive lesser credit than those for the U.S. Army Corps of Engineers. Projects for non-U.S. Government entities will not receive credit.
- Demonstrated experience in performing more than two concurrent contracts.
- Demonstrated experience in successfully designing and/or constructing both horizontal and vertical construction projects which included all major utilities associated with the types of construction activities listed in the General Scope of Work.

c. The Government reserves the right to verify the experience record of cited projects or other projects by reviewing relevant Government databases, other Department of Defense (DoD) or Government appraisal systems, to interview owners and/or references, or by any other means available to the Government. Projects which cannot be verified will receive lesser credit.

## 6. FACTOR 2: PAST PERFORMANCE

a. Evaluation Criteria. The Offeror's and its proposed team's past performance will be evaluated for:

- Relevant past performance. "Relevant Past Performance" means past performance on projects that are the same or similar as the types of projects that are described in the General Scope of Work of the solicitation.
- The Offeror should present only information about past performance which is relevant to the General Scope of Work under this solicitation.
- The assessed risk (confidence) of successful performance of the solicitation requirements by the Offeror based on the relevant past performance of the Offeror.
- The Offeror shall submit a Past Performance Form (Form A3) — up to 5 total forms — for each project that the Offeror has submitted an Experience Fact Sheet (Form A2) identified above under Volume I, TAB 1 - FACTOR 1: Experience.
- If the Offeror is a joint venture, failure to provide at least one (1) Past Performance Form (Form A3) for each joint venture partner will be considered to be a deficiency.
- The Offeror may submit letters of recommendations, commendations, and or performance awards for project performance pertaining to any of the (up to 5) projects for which it has submitted an Past Performance Form (Form A3) to supplement the information contained in the Past Performance Form.
- Past performance information for the Offeror (including joint venture partners if the Offeror is a joint venture) may be submitted for projects under which the Offeror was either the prime or a subcontractor.
- The Government may take into consideration trends in the Offeror's recent performance history, favorable or unfavorable trends of performance. Recent performance history is performance evaluated within the prior five (5) years from the date of this solicitation.
- The Government may use information obtained from the Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) to assess, in addition to the information presented by the Offeror, relevant information about the Offeror's performance history.
- The Government may use other performance information from any source that the Government deems relevant to evaluate the Offeror's performance history. This may include, but is not limited to:
  - Evaluations of Offeror's performance in the Government's RMS, hard copies in contract files, and previous past performance evaluations conducted by the Government;
  - Information obtained from the references that the Offeror provides to the Government; and
  - Information provided by the Government's staff who has directly observed the Offeror's performance.
  - To receive credit work which the prime contractor previously performed as a subcontractor to another prime, the past performance form must state in detail the nature of the work performed as a subcontractor and the percentage of the prime contract this work comprised.
- To receive credit for past performance as a Joint Venture, or work which the prime contractor previously performed as a subcontractor to another prime, the past performance form must state in detail the nature of the work performed as a subcontractor and the percentage of the prime contract this work comprised.

b. Greater weight may be given for:

- Higher past performance evaluations for relevant construction projects.
- Performance information that the Government considers more relevant.
- More current past performance information than older information.

*Unavailability of Past Performance Information: IAW FAR Part 15.305(a)(2)(iv), 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.*

## 7. FACTOR 3: KEY PERSONNEL

## a. Evaluation Criteria

i. The Offeror's proposed Home Office Key Personnel (personnel who will not likely change over the course of performance of the life of the MATOC) will be evaluated against the minimum qualifications stated below.

Table 1

	Position	Special Qualifications	Experience and Education
1	Overall Project Manager for the MATOC contract	Prior experience leading/managing work on U.S. Army Corps of Engineers awarded design-build, site adapt, or A-E contracts	Architecture or Engineering Degree with a minimum of five (5) years professional experience in the field for which proposed. Demonstrated relevant experience of fifteen (15) years or more in the field for which proposed may be substituted for the required education/degree.
2	Full-time design staff	Prior experience managing design work on U.S. Army Corps of Engineers awarded design-build or A-E contracts	Architecture or Engineering Degree with a minimum of five (5) years professional experience in the field for which proposed. Demonstrated relevant experience of fifteen (15) years or more in the field for which proposed may be substituted for the required education/degree.
3	Full-time Safety staff	None	Higher education degree that is compatible with the position with a minimum of three (3) years professional experience in the field for which proposed. Demonstrated relevant experience of ten (10) years or more in the field for which proposed may be substituted for the required education/degree.
4	Full-time Quality Control staff	None	Degree preferred but not required if sufficient Quality Control experience is demonstrated with a minimum of three (3) years professional experience in the field for which proposed
5	Any other Home Office Key Personnel	Scheduling Software experience (e.g., Primavera, Microsoft Project, etc.)	Degree preferred but not required if sufficient construction project scheduling experience is demonstrated with a minimum of three (3) years professional experience in the field for which proposed

ii. The resumes for the overall project manager for the MATOC contract, full-time design staff, and full-time safety staff must indicate that the proposed members have higher education degrees that are compatible with the position, unless the required amount of years of relevant experience listed above is substituted for the education/degree requirement. Substitution of experience for the higher education degrees only applies to the overall project manager for the MATOC contract and full-time safety staff. Failure to meet this requirement will constitute a deficiency.

iii. Degrees listed in resumes must be from recognized institutions of higher education, such as United States universities or colleges, Afghanistan universities, or international equivalents. Degrees offered with key personnel candidates must be either the United States or European bachelors degree (B.A./B.S.), masters degree (M.A./B.S.), doctorate (Ph.D.), or Afghanistan or international equivalent.

iv. Resumes must document that Home Office personnel proposed for work under the MATOC are currently employed by the Offeror. When the Offeror is a joint venture, Key Personnel who are employees of any of the joint venture partners meet this requirement.

b. Greater weight may be given for the following:

- Key personnel candidates (individually or more than one person) who possess qualifications in excess of the minimum requirements;
- Key personnel candidates (individually or more than one person) who possess more total number of years of professional experience;
- Key personnel candidates who have experience on U.S. Army Corps of Engineers awarded construction projects;
- Key personnel candidates (individually or more than one person) who have been employed by the Offeror (or any of the parties if the Offeror is a joint venture) for longer periods of time; or
- Key personnel candidates (individually or more than one person) who have obtained educational degrees that exceed the minimum required or who have more than one relevant degree.

## 8. FACTOR 4: AVAILABLE CAPACITY

### Evaluation Criteria

i. Physical Capacity - The Offeror's capacity to perform all work and services required under the General Scope of Work described in this Solicitation will be evaluated against the following:

- The Offeror's capacity to perform multiple projects in multiple locations simultaneously.
- If the Offeror is a joint venture, submit the above required information for each joint venture partner.

ii. Greater weight may be given to proposals that:

- Describe a well organized, experienced home office staff.
- Provide proposed staff (i.e., Management; field staff; subcontractors and or joint venture's) with greater experience and longevity with the company.
- The more projects shown to be simultaneously, satisfactorily performed satisfactory.

## 9. FACTOR 5: MANAGEMENT AND ORGANIZATION

### i. Evaluation Criteria

- The Offeror's Organizational Chart with narrative which shows lines of authority, communication and responsibility running between the Offeror's home office, project management, project key personnel and the major subcontractors for the overall IDIQ MATOC contract and any task order awarded there under.

ii. Greater weight may be given to proposals that:

- Provide more clear, more detailed descriptions of proposed Management and Organization plans and proposals.
- Provide a logical, realistic organization and management scheme for supporting its submission of task order proposals.

10. The following Adjectival Ratings and Definitions will be used for:

FACTOR 1 - Experience

FACTOR 3 - Key Personnel

FACTOR 4 - Available Capacity

FACTOR 5 - Management and Organization

**Adjectival Ratings and Definitions for Factors 1, 3, 4, and 5**

ADJECTIVAL RATING DEFINITIONS		
GRADE	ADJECTIVE	DEFINITION
O	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
G	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
A	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is moderate.
M	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. Proposal is unawardable.
U	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

**Adjectival Ratings and Definitions for Factor 2 – Past Performance**

<b>RATING</b>	<b>DEFINITION</b>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

**Past Performance Relevancy Ratings**

<b>RATING</b>	<b>DEFINITION</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

## 11. FACTOR 5: PRICE

### a. Evaluation Criteria

- The Offeror's Price Proposal will be evaluated through the price analysis technique described in FAR Subpart 15.305(a)(1).
- The Offeror's Price Offer on the Sample Project will be evaluated. The evaluation will not be assigned an adjectival rating, yet it will be evaluated for completeness and reasonableness, as follows:

Completeness – To be complete, the Offeror must provide all data that is requested and necessary to evaluate the prices. The Government will assess the extent to which the proposed prices comply with the content and format requirements set forth in this solicitation.

Reasonableness – The Offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a)(1).

- Failure to submit a Pricing Schedule and failure to complete all Line Items may result in the Offeror's proposal package being rejected by the Government after initial evaluation without further consideration.
- No other price proposal information, other than that provided in the Proposal Schedule, will be evaluated by the Government.
- Binding pricing is mandatory under all Task Orders placed under this MATOC. The purpose for evaluating price proposals submitted in response to Task Order Requests for Proposal is to ensure the reasonableness of prices proposed by each offeror. The successful offerors General and Administrative (G&A) rate, included in the offeror's Price proposal for the sample project (task order), shall be binding on the contractor for all subsequent Task Orders placed by the Government. The rate will be binding for the term of the contract as a maximum or ceiling rate that may be proposed in a Task Order under the MATOC. This rate may be negotiated downward with award of individual task orders, but may never exceed the rate quoted by the offeror in its price proposal under this solicitation.

## 12. RESPONSIBILITY DETERMINATION

a. FAR Subpart 9.103 requires that contracts shall be awarded only to responsible prospective contractors and that no award shall be made unless the Contracting Officer makes an affirmative determination of responsibility of the prospective contractor. The Contracting Officer under this Solicitation will conduct an affirmative responsibility determination of Offerors submitting proposals, and for the Offeror considered to be in line for award, by applying the general responsibility standards found at FAR 9.104-1.

b. While ascertaining the Offeror's responsibility, among other factors, the Contracting Officer will determine:

(1) If the Offeror is a joint venture entity, whether the Offeror's joint venture agreement meets the standards set forth under the Solicitation (see Section 00100, paragraph 2. Joint Ventures);

(2) Whether the offeror possess the financial capacity to timely and satisfactorily perform the work required under the Solicitation in terms of:

- The Offeror's access to cash, financial assets and/or lines of credit with which to prosecute the work; and
- The Offeror's current audited financial information (including joint venture partners if the Offeror is a joint venture);

(3) Whether the information contained in the Offeror's Financial Responsibility Form (Form A3) indicates the Offeror possesses the required financial responsibility; and

(4) Whether the Offeror possesses a current and valid Afghanistan Investment Support Agency (AISA) License. If the Offeror is a joint venture, whether the joint venture – or each joint venture partner – possesses a current and valid AISA License.”



## APPENDIX A

FORM A2 - Experience Fact Sheet

PROJECT #    of   

1. Project name and location (city, country)	
2a. Name of Firm that performed this work	
2b. Offeror's involvement in this project (write in "Prime", "Subcontractor", or "Joint-Venture Partner")	
3a. Project Owner's name (Government Agency, commercial firm or other organization)	3b. Project Owner's complete address
4. Contract number of project	5. Date contract was signed
6. Date work was begun	7. Date work was completed or is scheduled for completion
8. Initial contract price (amount for which the Offeror was responsible) <p style="text-align: center;">USD \$</p>	9. Current Contract amount (or amount Offeror has invoiced to date) <p style="text-align: center;">USD \$</p>
10a. Technical point of contact of the Project Owner (name, title, e-mail address, phone number and fax number)	10b. Contracting point of contact of the Project Owner (name, title, e-mail address, phone and fax numbers)
11. Description of Design and Construction work (describe scope of project and DETAILED nature and scope of work actually performed by the Offeror. Include the % of design performed by the Offeror, the type of construction, criteria used, and any other information to demonstrate same/similar to the project). For additional explanation, please attach a continuation sheet.	
12. Current status of the project (fill in % complete) <p style="text-align: center;">The work is _____ % complete. (If not 100%, indicate current status, on-schedule, behind, terminated for convenience, etc.)</p>	13. English Speaking point of contact for Past Performance information (if different from Project Owner) (name, title, e-mail address, phone and fax numbers)
14. Explain any Problem(s) Encountered and Solution(s) to Resolve them. If the initial completion date or initial contract amount changed during performance of the work, or there were any safety issues, the Offeror must provide an explanation here. If no problems were encountered and the contract was completed within the original schedule and budget, state so here. For additional explanation, please attach a continuation sheet.	

APPENDIX B

FORM A3 - Past Performance Reference Questionnaire

<p><b><i>PAST PERFORMANCE</i></b>  <b>(To be completed by Offeror)</b></p>								
<p><b>1. Contract /Task Order(TO) /Purchase Order (PO) Number:</b></p>								
<p><b>2. Contractor Data Universal Numbering System (DUNS) #:</b></p>								
<p><b>3. Contract/TO/PO Dollar Value:</b></p>								
<p><b>4. Project Title:</b></p> <p style="margin-left: 20px;">Location (City and Province):</p> <p style="margin-left: 20px;">Percent complete:</p> <p style="margin-left: 20px;">Date completed:</p> <p>Was Project Completed on time (within schedule) and within cost?</p>								
<p><b>5. If you answered “No” above, provide a brief synopsis on corrective actions that were taken:</b></p>								
<p><b>6. List Current/On-going Projects, Dollar Value, Contract number, percentage (%) complete:</b>                  Describe how relevant and provide info on performance.</p>								
<p><b>7. Provide points of Contact (POC)/References (minimum of 2 required) for individuals the Government may contact at companies that are present or previous customers of the Offeror:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Name:</td> <td style="width: 50%;">Name:</td> </tr> <tr> <td>Phone #:</td> <td>Phone #:</td> </tr> <tr> <td>e-mail:</td> <td>e-mail:</td> </tr> <tr> <td>Project:</td> <td>Project:</td> </tr> </table>	Name:	Name:	Phone #:	Phone #:	e-mail:	e-mail:	Project:	Project:
Name:	Name:							
Phone #:	Phone #:							
e-mail:	e-mail:							
Project:	Project:							

APPENDIX C

FORM A4 – Financial Responsibility Form

Financial Responsibility Form		
<b>1. Type of Company</b>		
Corporation	3. Name and Address of Parent Company	
Subsidiary		
Proprietorship		
Partnership		
Division		
Other ( Specify )		
<b>2. Years Established</b>		
<b>3b. Name and Address of Subsidiaries</b>		
Section II Balance Sheet/ Profit And Loss Statement		
<b>Part A Latest Balance Sheet</b>		
<b>Part B Latest Profit and Loss Statement</b>		
Date	1	Current Period From: To:
Filed With	2	Filed With
Financial Position	3	Net Sales
Cash		Current Period
Accounts Receivable		First Year Prior
Inventory		Second Prior Fiscal Year
Other Current Assets	4	Net Profit Before Taxes
Total Current Assets		Current Period
Fixed Assets		First Year Prior
Current Liabilities		Second Prior Fiscal Year
Long Term Liabilities		
Total Liabilities		
Net Worth		

APPENDIX C (Continuation)

Working Capital ( Current assets less Current Liabilities)	Part C Other	
Ratios	Fiscal Year Ends (Date):	
	Balance Sheets and Profit and Loss Statements have been certified?	
Current Assets to Current Liabilities	Yes/No (Specify)	
Acid Test: Cash + Accounts Receivable / Current Liabilities	Through (Date)	
Total Liabilities to Net Worth	By Signature	
	3. Other Pertinent Data	

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of up to eight (8) firm-fixed priced IDIQ MATOC contracts resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Corps of Engineers (USACE)  
Trans Atlantic North (TAN)  
Qalaa House, Attn: Contracting Officer  
House No. 1, Street No. 1  
West Wazir Akbar Khan (behind Amani High School)  
Kabul, Afghanistan

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

(b) Site visits may be arranged during normal duty hours by contacting: **SITE VISIT INFORMATION WILL BE DETERMINED PER TASK ORDER.**

(End of provision)

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

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

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

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

- (a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (End of provision)

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is: 236220.

(2) The small business size standard is: Not Applicable.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.
- (xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

-----(i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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

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

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

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

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

(End of provision)

52.236-28 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)

252.204-7007 ALTERNATE A ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2010)

(d) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. This clause applies to all solicitations and contracts with institutions of higher education.
- (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate. This provision applies to solicitations containing the clause at 252.225-7001, Buy American Act and Balance of Payments Program.
- (iii) 252.225-7020, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements.
- (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements, used with its Alternate I.
- (v) 252.225-7031, Secondary Arab Boycott of Israel. This provision applies to all solicitations unless an exception applies or a waiver has been granted in accordance with 225.7604.
- (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate. This provision applies to solicitations that include the clause at 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program. Alternate I applies when the clause at 252.225-7036 is used with its Alternate I.
- (vii) 252.225-7042, Authorization to Perform. This provision applies to solicitations when contract performance will be wholly or in part in a foreign country.
- (viii) 252.229-7003, Tax Exemptions (Italy). This clause applies to solicitations and contracts when contract performance will be in Italy.
- (ix) 252.229-7005, Tax Exemptions (Spain). This clause applies to solicitations and contracts when contract performance will be in Spain.
- (x) 252.247-7022, Representation of Extent of Transportation by Sea. This provision applies to all solicitations except--

(A) Those for direct purchase of ocean transportation services; or

(B) Those with an anticipated value at or below the simplified acquisition threshold.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraphs (d) and (e) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause	Title	Date	Change

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

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

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

(c) "Disclosure."

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7023 PREFERENCE FOR PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (APR 2010)

(a) Definitions. Product from Iraq or Afghanistan and service from Iraq or Afghanistan, as used in this provision, are defined in the clause of this solicitation entitled "Requirement for Products or Services from Iraq or Afghanistan" (DFARS 252.225-7024).

(b) Representation. The offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products from Iraq or Afghanistan or services from Iraq or Afghanistan, except those listed in--

(1) Paragraph (c) of this provision; or

(2) Paragraph (c)(2) of the provision entitled "Trade Agreements Certificate," or "Trade Agreements Certificate-- Inclusion of Iraqi End Products," if included in this solicitation.

(c) Other products or services. The following offered products or services are not products from Iraq or Afghanistan or services from Iraq or Afghanistan:

(Country of Origin)

(Line Item Number)

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by 50 percent the prices of offers of products or services that are not products or services from Iraq or Afghanistan.

(End of provision)

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

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

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

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

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

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984

52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7024	Requirement for Products or Services from IRAQ or Afghanistan	APR 2010
252.225-7026	Acquisition Restricted to Products or Services	APR 2010
252.225-7041	Correspondence in English	JUN 1997
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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

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

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

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

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

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

(End of clause)

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

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

\* **TO BE DETERMINED PER TASK ORDER.**

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$\_\_\_\_\_ (**TO BE DETERMINED PER TASK ORDER**) for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$7,800,000.00;

(2) Any order for a combination of items in excess of \$24,500,000.00 in any one period and not to exceed \$49,000,000.00 for the life of the contract; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after after the completion date of the individual task orders..

(End of clause)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

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

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

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

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

(3) Contractor personnel are civilians.

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

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

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

(iv) All personnel have received--

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

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

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

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

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

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

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

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

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

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

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

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

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

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

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

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

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

(ii) The CEAED-N Regional Security Office may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

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

(A) Safely;

- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
- (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
- (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) Personnel recovery.
- (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.
- (2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.
- (3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.
- (n) Notification and return of personal effects.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--
- (i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

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

(End of clause)

## 52.232-16 PROGRESS PAYMENTS (AUG 2010) ALTERNATE III (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

- (ii) Special tooling and special test equipment to which the Government is to acquire title;
  - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:
- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and

invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

## 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(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 HQDA at telephone: (703) 692-9832.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: **TO BE DETERMINED PER TASK ORDER.**

**NOTE: For the sample project, please see Table of Contents in Section 00800.**

(End of clause)

## Section 00800 - Special Contract Requirements

## ADMINISTRATIVE REQUIREMENTS:

## 1. CONTRACT VALUE:

The total capacity of the contracts (maximum eight) will be \$49,000,000.00.

## 2. GUARANTEED MINIMUM:

The guaranteed minimum, required under this contract, will be \$10,000,00.

## 3. TASK ORDER VALUE:

Projects estimated in the \$500,000.00 to \$7,800,000.00 range will be issued as task orders under this contract.

## 4. INDIVIDUAL TASK ORDERS:

4.1 Type of Task Orders: Task orders issued under this contract will be firm fixed lump –sum basis..

## 4.2 General Ordering Procedures:

All request for proposals (RFPs) will be issued by an appointed Contracting Officer assigned to the Afghanistan Engineer District, Kabul.

All task orders awards will be issued using a Department of Defense Form, DD Form 1155.

Upon the establishment of the individual requirement, the MATOC contractors will be issued an RFP by the Contracting Officer to prepare his proposal for accomplishment of the task.

All proposals shall be submitted in English and metric measurements.

## 4.3 Task Orders will be issued using non-competitive or competitive procedures as follows:

a. Non-Competitive: The contracting officer shall give every awardee a fair opportunity to be considered for a task order unless one of the following statutory exceptions applies:

(a) The agency need for the services is so urgent that providing a fair opportunity would result in unacceptable delays.

(b) Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(d) It is necessary to place an order to satisfy a minimum guarantee..

(e) In those instances that meet one or more of the non-competitive exceptions above, the Contracting Officer will issue a task order scope of work, as detailed as circumstances and the situation allow, requesting a complete and detailed price proposal from the given contractor. The contractor involved shall provide the Contracting Officer a detailed price proposal. A price proposal shall address to the extent practicable:

- (1) The comprehensive technical and management approach to accomplish the task order work along with a recommendation on how that work is to proceed;
- (2) Detailed cost or pricing in accordance with the instruction set forth in the task order and FAR 15.403-5;
- (3) Proposed schedule for completing the task order effort;
- (4) Any other requested and/or pertinent information.
- (5) When the proposal is received the Contracting Officer and the government's technical and pricing representatives will evaluate that proposal, conduct discussions/negotiations if necessary, settle a price and award the task order.

b. Competitive task orders: Contractors will be provided as fair an opportunity as possible to be considered for those task order requirements that do not fall within any non-competitive exception detailed above.

(1) All proposals will be requested from contractors based upon a Scope of Work that has been furnished by the Government.

(2) Unless otherwise provided in a specific Request for Proposal (RFP), the Government intends to evaluate all Task Orders utilizing Price only.

(3) When an RFP for a Task Order is issued with price as the only criteria, the low responsive Offeror will be awarded the Task Order.

(4) When it is in the best interest of the Government, the Government reserves the right to utilize either the Best Value (trade-off process) or Lowest Price Technically Acceptable (LPTA) process to evaluate any Task Order requirement under this contract.

(5) If using Trade-off or LPTA, the Contracting Officer may consider factors such as past performance on completed and/or on-going awarded Task Orders under the MATOC, past performance on other contracts/Task Orders, quality, timeliness, or other factors determined to be relevant in awarding a particular Task Order. Award factors will vary depending on the unique requirements for each Task Order; however, pricing will be a consideration.

(6) The Government reserves the right to award Task Orders without discussions.

(7) Unsuccessful offerors will be notified in accordance with FAR 15.503.

c. Under the provision of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304(c) (Public Law 1203-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task order except for a protest on the grounds that the order increased the scope, period, or maximum value of the contract under which the order is issued.

d. Task Order Ombudsman: The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders consistent with procedures in the contract. However, it is not within the designated Task Order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order. The designated Task Order ombudsman for this contract is the Principal Assistant Responsible for Contracting – Winchester, 201 Prince Fredrick Drive, Winchester, VA 22604.

e. The requirement procedures for Defense Base Act (DBA) is located in FAR clause 52.228-3. DBA shall be reimbursed per Task Order and shall be itemized as a Line Item on individual Task Orders.

f. Binding pricing is mandatory under all Task Orders placed under this MATOC. The purpose for evaluating price proposals submitted in response to Task Order Requests for Proposal is to ensure the reasonableness of prices proposed by each offeror. The successful offeror's General and Administrative (G&A) rate, included in the offeror's Price proposal for the sample task order, shall be binding on the contractor for all subsequent Task Orders placed by the Government. The rate will be binding for the term of the contract as a maximum or ceiling rate that may be proposed in a Task Order under the MATOC. This rate may be negotiated downward with award of individual task orders, but may never exceed the rate quoted by the offeror in its price proposal under this Solicitation.

## 5. TASK ORDER AWARD

5.1. Whenever possible, award will be made without discussions. If discussions are held, each MATOC Contractor may be requested to provide a final proposal revision. Task Order award will be made based on the basis for award as described in the RFP. The Government will notify Contractors when any Task Order (competed or otherwise awarded) is awarded under the MATOC procedures.

5.2. Task Orders will be issued on a DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the order.

5.3. In accordance with FAR 16.505(a)(7), no protest under Subpart 33.1 is authorized in connection with the issued or proposed issuance of an order under a Task Order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

5.4. In accordance with FAR 16.5.5(b)(6), the Head of the Contracting Activity is required to appoint a task or delivery order ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers (USACE) Ombudsman at the following address: Principal Assistant Responsible for Contracting – Winchester, 201 Prince Fredrick Drive, Winchester, VA 22604. The ombudsman shall have the authority to:

a. Review complaints from Contractors awarded multiple award contracts that they have not been afforded a fair opportunity to be considered for award of a particular task order.

b. After coordination with the Contracting Officer, and if he/she agrees with the Contractor, require that a Contracting Officer take corrective action regarding the complaint.

## 6. EMERGENCY ORDERING PROCEDURES

a. On rare occasions, when the development of problems during other than normal duty hours arise which may jeopardize the operation of the areas, the contractor will be required to respond to the Government needs with four (4) hours following telephone notification which may be made at any time in any twenty-four hour period. To accomplish this, the Contractor will provide to the Contracting Officer's Representative a number at which he can be reached on a twenty-four hour basis.

b. The Contractor shall, within five (5) hours (unless the Contracting Officer determines that additional time is required) following such notification, provide a proposal. The time of commencement and completion shall be as specified by the Government.

c. The proposal will be reviewed for completeness, and any concerns or inconsistencies will be negotiated.

d. The Contractor will be verbally advised to proceed by the Contracting Officer or his authorized representative.

e. Written requirements and confirmation by the Government will be prepared and submitted the following work day, if practicable.

f. A Task Order will then be issued.

## 7. PLANS AND SPECIFICATIONS

The Government will provide the contractor one copy of the construction drawings and statement of work (with pertinent supplemental specifications) upon issuance of each Task Order. All further reproduction shall be at the Contractor's expense. The Government will provide these as hard copy or as electronic media, such as e-mail or CD ROM. When directed, the Contractor shall complete Government drawings or provide design drawings for design-build projects in accordance with the technical specifications.

## 8. CONTRACTOR SUBMITTALS

The Government requires all documentation (i.e., certificates, licenses, resumes, etc.) submitted and made available for verification purposes be submitted in the English language in accordance with FAR clause 52.225-1.

### 8.1. Contractor Project Manager

a. The Contractor shall appoint an English speaking individual to be the Contractor's Project Manager. The Contractor's Project Manager shall have a minimum of five (5) years of construction management experience. Verification documentation will be made available to the Government upon request.

b. This individual shall conduct the overall management coordination on this contract and serve as the central point-of-contact with the Contracting Officer on his/her authorized representative for the performance of all work. An additional English speaking individual must be designated to act for the Project Manager, when work is being performed during the absence of the Project Manager.

c. The Contractor shall provide to the U.S. Government, within seven (7) calendar days of award, the names, addresses, and home phone numbers of the Project manager and the alternate Contractor personnel with authority to act for the Contractor, if the Project Manager cannot be contacted. The Contractor shall also provide the Government, at the pre-construction conference, the name, address, and home phone number(s) of the Project Manager's supervisor.

d. When the Contractor wishes to change authorized Contractor personnel, a ten (10) workday advance written notice of change shall be provided to and approved by the Contracting Officer or his/her representative prior to any change. The Project manager and/or any alternates designated to act for them, shall have full authority to contractually commit the Contractor for action on matters pertaining to administration of this contract. The Project manager and his alternate shall be able to understand, speak, and write basic and technical English.

8.2. Correspondence: All correspondence shall be in English language in accordance with FAR clause 52.215-1.

### 8.3. Submittals, Shop Drawings, and As-Built

a. The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order when required and as specified per Task Order. Submittals shall be approved by the Contracting Officer's Representative in accordance with the specifications.

b. The Contractor shall develop submittals for the Base Contract and shall provide these submittals to the Contracting Officer for review and approval no later than fifteen (15) calendar days after award of the contract. In the event any of the Base Contract submittals are disapproved by the Contracting Officer, the Contractor shall revise the disapproved submittal to address all comments and resubmit to the Contracting Officer seven (7) days of receipt of comments. Base Contract submittals shall include but are not limited to Safety Plan, Quality Control Plan, etc.

c. The Contractor shall update contract submittals and provide to the Contracting Officer and/or Contracting Officer's Representative, whichever is applicable, for review and approval whenever changes occur or are proposed. All Task Order submittals shall be prepared in accordance with FAR clause 52.236-1 and the specification requirements.

#### 8.4. Quality Control

The Contractor shall submit a Quality Control Plan. The plan shall adhere to the specifications. The Contractor is responsible for quality control and shall establish and main an effective quality control system in accordance with FAR clause 52.246-12.

#### 8.5. Safety

a. Safety shall be the sole responsibility of the Contractor. The contractor shall comply with the provisions of FAR clause 52.236-13.

b. The Contractor shall develop a Safety Plan to describe procedures and plans for preventing accidents and for preserving the life and health of the public, the Contractor, or Government personnel performing, or in any way coming in contact with the performance of this contract.

c. The Contractor's Safety Plan shall comply with the latest EM 385-1-1, Appendix A of the U.S. Army Corps of Engineers Safety and Health Requirements Manual and FAR clause 52.236-13. The plan, at a minimum, shall address responsibilities and procedures that all prime and sub Contractor personnel shall follow in the areas of fire safety, protective clothing, protective equipment, disposal of waste and contaminated oil, and use electric welders, power equipment, and any other systems necessary to protect the employee.

d. Regularly scheduled safety meetings shall be held by the Contractor on site for all of the Contractor's supervisors on the project to review past activities, plan for new or changed operations and establish safe working procedures for anticipated hazards. At least one (1) tool box safety meeting shall be conducted weekly by the line supervisor or foreman for all workers. Documentation of safety meetings and attendance shall be submitted to the Government.

#### 8.6. Permits and Responsibilities

Permits and Responsibilities are the responsibility of the Contractor as required in FAR clause 52.236-7.

#### 8.7. Schedules

Schedules shall be negotiated and determined per Task Order. Schedules shall be submitted to the Government for acceptance in accordance with the specifications.

#### 8.8. Contractor's Responsibility

a. The Contractor shall be held responsible for any and all damages attributed to the actions of the Contractor or its subcontractors outside the limits of construction, including drainage structure, electrical or telephone facilities, pavement and other facilities.

b. When required, the Contractor shall lay out their work from Government established based lines and/or bench marks as indicated per Task Order. The Contractor shall furnish, at their own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades as established per Task Order.

c. The Contractor shall erect and maintain temporary barricades, if required, to limit public access to hazardous areas. Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

d. The Contractor shall be responsible for the security of their own equipment.

e. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall become the property of the contractor unless otherwise stated in the Task Order. Stored material, whether new or salvages, shall be neatly stacked.

#### 8.9. Changes

Changes shall be determined in accordance with the provisions of FAR clause 52.243-4.

#### 8.10. Warranty of Construction

The Contractor warrants that the work is performed in a satisfactory manner and meets industry standards. The Contractor shall provide an understood warranty of two (2) years for all construction and as applicable in FAR clause 52.246-21. Extended warranties, if applicable, shall be provided per Task Order.

#### 8.11. Close Out

All shop drawings, if required, warranties, extended warranties, test records, inspection certifications, and manufacturer certificates shall be provided to the Contracting Officer.

#### 8.12. Payments

Payments shall be in accordance with FAR clause 52.232-5.

### 9. PERFORMANCE OF TASK ORDERS

9.1. In performance of work under this contract, the Contractor shall:

a. At the end of each work week, provide the Contracting Officer's Representative or authorized representative with a work schedule for the next week complete with an Activity Hazard Analysis (AHA), listing the Task Orders to be worked and the required trades for the following week. The Contracting Officer's Representative shall be notified immediately if revisions to the Task Order are necessary during the work week.

b. Arrange with the Contracting Officer's Representative a sequence of procedures, means of access, space for storage or materials and equipment, use of approaches, corridors, and stairways. Since space for storage is limited in work areas, the majority of storage must be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.

c. The buildings and work areas may be occupied during performance of work under this contract. The Contractor shall take particular care in the execution of the work in all computer, mechanical, electrical, and telephone equipment areas. Uninterrupted operations must be maintained in these areas.

### 10. TIME EXTENSIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The Change Order also may provide an equitable readjustment of liquidated damages, if applicable, under the new completion schedule.

## 11. LIQUIDATED DAMAGES – CONSTRUCTION

a. Liquidated damages will be specified in individual Task Orders. If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Government may assess liquidated damages for each day of delay in accordance with FAR clause 52.211-12.

b. For any Task Order accomplished at one (1) site for which delay costs are applicable at the same time, the liquidated damages shall be concurrent and cumulative and applied as stated in each individual Task Order.

## 12. EVALUATION OF CONTRACTOR PERFORMANCE

In accordance with AFAR 5117.9005, the Contractor's performance will be evaluated upon completion of each Task Order. Evaluations may be performed on all Task Orders, regardless of the dollar amount. As an alternative, the Contractor's performance may be evaluated upon completion of work on several small Task Orders with a total dollar value of \$100,000.00 or more. Interim evaluations may be prepared at any time during performance when determined to be in the best interest of the Government.

**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 408<sup>th</sup> 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: **(TO BE DETERMINED PER TASK ORDER)**  
(Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00
- (2) Applicable DBA Rate: **(TO BE DETERMINED PER TASK ORDER)**  
(Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%
- (3) Total DBA Cost: **(TO BE DETERMINED PER TASK ORDER)**  
(Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

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

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

(e) Labor Category/Job Classification Definitions:

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

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

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

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

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

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

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

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

(c) Labor Category/Job Classification Definitions:

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

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

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

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

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

(d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA Insurance coverage directly from CNA Insurance Co.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(f) CNA's Broker (Rutherford International) shall provide proof of confirmation of coverage within 3 working days of receipt of a complete insurance application. This confirmation should be used by the Contracting Officer to issue notice to proceed with performance.

(g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.

(h) Claims Reporting - The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:

(i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and

(ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

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

Christopher Yonat at [christopher.yonat@usace.army.mil](mailto:christopher.yonat@usace.army.mil)

(i) The Insurance carrier/Broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(j) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) *Definition.* As used in this clause—

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must, at a minimum—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
  - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);
  - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
  - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).
- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
  - (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
  - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
  - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) *Registration of Contractor personnel and private security contractor equipment.*
  - (1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil/>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

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

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

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

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

(ii) The CETAN Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Notification and return of personal effects.*

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION #2 - 2007-O0010)

(a) Definitions. As used in this clause—

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

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

- (ii) All personnel are medically and physically fit and have received all required vaccinations.
  - (iii) All personnel have all necessary passports, visa, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
  - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
  - (v) All personnel have received personal security training. The training must at a minimum—
    - (A) Cover safety and security issues facing employees overseas;
    - (B) Identify safety and security contingency planning activities; and
    - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
  - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
  - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdictions over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
  - (ii) Pursuant to the War Crimes Act, 18. U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
  - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).
- (f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
- (1) Process through the departure center designated in the contract or completes another process as directed by the Contracting Officer;
  - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
  - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) Personnel data. (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

Personnel hired under contracts for which the period of performance is less than 30 days; and Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guess account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) Registration in SPOT.

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.ur.army.mil/spotracker>.

(v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or [SPOT@technisource.com](mailto:SPOT@technisource.com).

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

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

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

(ii) The CETAN Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

(m) Personnel recovery. In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

(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)

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.

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

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, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
- (2) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;
- (3) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)
- (6) USF-I OPOD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 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 employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

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

- (1) *Weapons Qualification/Familiarization.* All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
  - (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
  - (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
  - (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
  - (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.
- (d) 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; and
  - (3) How the contractor will coordinate transportation with appropriate military authorities.
- (e) 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; and
  - (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; and
- (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; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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

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

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

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (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).

(End of Clause)

## 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](mailto: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 PARC-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.

(End of Clause)

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

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

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

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html>.

## 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.

## 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.

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 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.

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

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

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>.

## CLAUSE 952.225-0016 - CONTRACTOR DEMOBILIZATION (NOV 2010)

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

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

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

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

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

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

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

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

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

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

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

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 use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.
- (f) The following internet links provide access to some of these standards:  
UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)  
NFPA 70: <http://www.nfpa.org>  
NESC: <http://www.standards.ieee.org/nesc>

**APPLICATION OF US CRIMINAL JURISDICTION (APPLIES PER TASK ORDER)**

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

(End of Requirement)

**TRAVEL WARNINGS (APPLIES PER TASK ORDER)**

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

(End of Requirement)

**INFORMATION REGARDING ISSUANCE OF NOTICE TO PROCEED (APPLIES PER TASK ORDER)**

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

- (1) Evidence of Defense Base Act (DBA) insurance coverage for its employees;
- (2) A performance guarantee (such as performance and payment bonds), if the solicitation and contract provide for that;
- (3) Proof of registration of its employees in the Synchronized Predeployment and Operational Tracker (SPOT); and
- (4) An acceptable security plan in accordance with contract Section 01040.

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

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

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

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Site Adapt Specifications  
for886 MATOC Region III (**Sample Project – 1 Story Uniform Police District Headquarters**)DIVISION 00 PROCUREMENT AND CONTRACTING  
REQUIREMENTS

<u>Section</u>	<u>Title</u>
APPENDIX A -1	TECHNICAL SPECIFICATIONS

## DIVISION 01 GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
---	FY 11 Region III MATOC SOW
01040	Security
01040a	Security Plan Format
01060	Special Contract Requirements
01060	Special Requirements
01060b	Custom Requirements
01312	Quality Control System
01321	Network Analysis Schedule
01321a	Supplemental Information for Section 01321
01335	Submittal Procedures
01335a	Supplemental Information for Section 01335
01355	Environmental Protection (ANSF Version)
01415	Metric Measurements
01451	Contractor Quality Control
01525	Safety and Occupational Health Requirements
	01525a Attachment to Section 01525 – AED North Accident Prevention Plan
	Minimum Basic Outline
01770	Closeout Procedures
01780a	Closeout Submittals
01781	Operation and Maintenance Data
APPENDIX A -2	TECHNICAL REFERENCES

NOTE: All appendices and drawings applicable to this procurement are available on the following FTP website:  
<ftp://ftp.usace.army.mil/pub/aed/>. The files are located in the folder titled “W5J9JE-11-R-0123.”

-End of Table of Contents-

**PRICE PROPOSAL SCHEDULE FOR SAMPLE PROJECT**

**1 Story Uniform Police District Headquarters**

**CONSTRUCTION MAGNITUDE:** Disclosure of the Magnitude of the Construction Project (Sample Project) is between \$1,000,000.00 and \$5,000,000.00.

The Contractor shall provide a price for all items, including those labeled "Optional Items" (if any).

No.	Description	Qty	Unit	Direct Cost	HOOH* (G&A)	Profit	Total Amount
<b>Base Bid Items:</b>							
<b>0001 DESIGN PROGRAM</b>							
0001A	Site Survey / A-E Design	1	LS	\$	\$	\$	\$
0001B	Geotechnical Investigation	1	LS	\$	\$	\$	\$
0001C	As-Built Drawings	1	LS	\$	\$	\$	\$
<b>0002 SITE DEVELOPMENT / IMPROVEMENTS</b>							
0002A	Mob / Demobilization	1	LS	\$	\$	\$	\$
0002B	UXO Removal	1	LS	\$	\$	\$	\$
0002C	Site Demolition / Grading	1	LS	\$	\$	\$	\$
0002D	Site Electrical Power Generation and Distribution Network	1	LS	\$	\$	\$	\$
0002E	Sanitary Sewer Collection and Treatment System	1	LS	\$	\$	\$	\$
0002F	Water Supply and Distribution System	1	LS	\$	\$	\$	\$
0002G	Road Network, Walkways, Parking	1	LS	\$	\$	\$	\$
0002H	Entrance Control Points w/ Guard Shack	1	LS	\$	\$	\$	\$
0002J	Perimeter Wall w/ Guard Towers	1	LS	\$	\$	\$	\$
0002K	Fill Point and Canopy	1	LS	\$	\$	\$	\$
0002L	Chain Link Fence & Gates	1	LS	\$	\$	\$	\$
<b>0003 FACILITIES</b>							
0003A	UP District Headquarters	1	LS	\$	\$	\$	\$
<b>0004 DBA INSURANCE</b>							
		1	LS				\$
<b>Sub-Total Base Bid Program</b>							\$

**Option Items:**

**0005 OPTION ITEMS**

0005A	Barracks Building (Open Bay)	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
0005B	DBA Insurance for CLIN 0005A	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
0005C	Depth of Well: Continue to drill same Well from 120m to 300m	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
0005D	DBA Insurance for CLIN 0005C	1	LS	\$ _____	\$ _____	\$ _____	\$ _____

**Sub-Total  
Option  
Items:** \$ \_\_\_\_\_

**TOTAL PROPOSAL:** \$ \_\_\_\_\_

(total of all above costs – Base and all Options including NTE)

**PRICE PROPOSAL SCHEDULE NOTES**

**NOTES: \* These Prices may not exceed the binding percentage rates proposed in contract**

1. Offeror shall submit prices on all items. Scope of work on each items are described in Section 01010

2. Abbreviations:

LS = Lump Sum  
HOOH = Home Office Over Head

## DESIGN CONCEPT DOCUMENTS

### 1. GENERAL

This section defines documents issued with this Request for Proposal which establish the conceptual basis for the project design. These requirements are minimum standards and may be exceeded by the Offeror. Deviations from these concepts and standards may be approved if considered by the Government to be in its best interests.

The extent of development of these requirements in no way relieves the successful Offeror from the responsibility of completing the design, construction documentation, and construction of the facility in conformance with applicable criteria and codes identified in Section 01015 TECHNICAL REQUIREMENTS as well as Appendix A-2.

#### 1.1 ENGINEERING AND DESIGN CRITERIA

##### 1.1.1 UNIFIED FACILITY GUIDE SPECIFICATIONS

General design requirements are set forth in this Request for Proposal herein. The most current Unified Facility Guide Specifications (UFGS), Divisions 02 thru 48, shall be used for the design and construction of the project.

##### 1.1.2 COMMERCIAL DESIGN CRITERIA

All design, unless otherwise specified, shall be based on nationally recognized industry standard, criteria, and practice. Necessary references must be obtained by the Contractor or the subcontracted Designer of Record if the criteria are required or desired. For commercial design criteria refer to the Construction Criteria Base (CCB) or TechInfo website located at:

<http://www.wbdg.org/ccb/>

##### 1.1.3 AED-N DESIGN DOCUMENTS

Design criteria furnished by the Afghanistan Engineer District – North will be limited to that which may be required for design and is not available from commercial sources. This includes documents published by the Government such as Technical Manuals (TM), Engineer Manuals (EM), and Engineer Technical Letters (ETL).

Additionally, design criteria specific to the region and developed for this Contract are available on the AED-N website located at:

<http://www.aed.usace.army.mil/engineeringtop2010.asp>

##### 1.1.4 APPENDIX DOCUMENTS

See Section 01015 TECHNICAL REQUIREMENTS and attached Appendices for further technical requirements, criteria, and parameters that are a part of this contract.

##### 1.1.5 SPECIFICATIONS

Specifications included herein shall be utilized as design criteria and minimum standards for the corresponding construction work. The successful Offeror shall develop complete construction specifications using the criteria included in these specifications.

The Government will provide Division 1 specifications sections, as required, to the successful Offeror; these sections shall be included in the final construction specifications without change. The Contractor shall furnish these specifications on electronic media for the production of construction specifications when requested.

These specifications shall be submitted together with other required contractor prepared project construction documents in accordance with Section 01335 SUBMITTAL PROCEDURES.

## 1.2 ORDER OF PRECEDENCE

In case of conflict, duplication, or overlap of design criteria specified in the documents referenced in this section, the following order of precedence shall be followed:

1. Contract Award Document and referenced publications therein;
2. Written requirements and specifications;
3. Drawings.

## 1.3 MANDATORY CRITERIA

Portions of the design criteria documents provide mandatory criteria. Mandatory criteria consists of drawings, schematics, specifications, and other requirements which shall not be altered or modified for proposal submittal or subsequent final design except for minor adjustments for coordination or except for cost reduction proposals as specified in Section 00800 SPECIAL REQUIREMENTS, Paragraph "Design Process." Mandatory requirements are as listed below:

1. Work Plan;
2. Boundary survey plan;
3. Topographic survey plan.

## 1.4 NON-MANDATORY CRITERIA

Non-mandatory criteria shall be considered minimum requirements and may be enhanced, improved, or substituted to better suit design requirements or to improve evaluation consideration. All other design criteria not listed above shall be considered non-mandatory.

## 1.5 ELECTRONIC MEDIA

Conversion of electronic media to other formats shall be the responsibility of the Contractor.

-- END OF SECTION --