

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 104	
2. CONTRACT NO.		3. SOLICITATION NO. W5J9LE-11-R-0017		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Jan 2011	
7. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355		CODE W5J9LE		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL:		FAX:		TEL:		FAX:	

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

SOLICITATION

9. Sealed offers in original 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USACE, AES, KANDAHAR, AF until 05:00 PM local time 15 Feb 2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATIONAL NAME CALL: BENJAMIN E JENKINS		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS benjamin.e.jenkins@usace.army.mil	
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	59- 75
X	B	SUPPLIES OR SERVICES AND PRICES/ COST	2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	7 - 32	X	J	LIST OF ATTACHMENTS	76 - 79
X	D	PACKAGING AND MARKING	33	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	34	X	K	REPRESENTATIONS, CERTIFICATIONS AND	80 - 88
X	F	DELIVERIES OR PERFORMANCE	35			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	36	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	89 - 95
X	H	SPECIAL CONTRACT REQUIREMENTS	37-58	X	M	EVALUATION FACTORS FOR AWARD	96 - 104

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIXED WING SUPPORT SERVICES FFP The Contractor shall provide a minimum of 90 hours of fixed-wing support services. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials supervision, and other items, and non-personal services necessary to perform fixed-wing transportation services in accordance with the attached Performance Work Statement (PWS). FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FIXED WING SUPPORT SERVICES FFP The Contractor shall propose an hourly rate to provide fixed-wing support services in accordance with the attached PWS for each hour greater than 90 hours. FOB: Destination	1	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>MOBILIZATION/DE-MOBILIZATION FFP</p> <p>The Contractor shall propose the cost to mobilize and de-mobilize the assets, personnel, and resources necessary to perform the support services required by the accompanying PWS. 60/40 mob/demob split. FOB: Destination</p>	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>DBA Insurance FFP</p> <p>The amount listed by the offeror on this CLIN is the estimated DBA Insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rates(s)). The DBA Insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the Government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination</p>	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		

OPTION

FIXED WING SUPPORT SERVICES
FFP

The Contractor shall provide a minimum of 90 hours of fixed-wing support services. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, material, supervision, and other items, and non-personal services necessary to perform fixed-wing transportation services in accordance with the attached Performance Work Statement (PWS).

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Hours		

OPTION

FIXED WING SUPPORT SERVICES
FFP

The Contractor shall propose an hourly rate to provide fixed-wing support services in accordance with the attached PWS for each hours greater than 90 hours.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	DBA Insurance FFP Provide Defense Base Act (DBA) Insurance to cover Option Period I for twelve (12) months. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	FIXED WING SUPPORT SERVICES FFP The Contractor shall provide a minimum of 90 hours of fixed-wing support services. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items, and non-personal services necessary to perform fixed-wing transportation services in accordance with the attached Performance Work Statement (PWS). FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Hours		
OPTION	FIXED WING SUPPORT SERVICES FFP The Contractor shall propose an hourly rate to provide fixed-wing support services in accordance with the attached PWS for each hour greater than 90 hours. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	DBA Insurance FFP Provide Defense Base Act (DBA) Insurance to cover Option Period II for twelve (12) months. FOB: Destination				

NET AMT

Section C - Descriptions and Specifications**SECTION C****Fixed Wing Support Services****PERFORMANCE WORK STATEMENT (PWS)**

U.S. Army Corps Of Engineers (USACE)

Afghanistan Engineer District—South (AES)

Part 1**Information**

1. GENERAL INFORMATION: This is a non-personal services contract to provide fixed wing support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

Freight forwarders and brokers are not eligible for award. The awardee(s) must be in direct control of the proposed resources necessary to satisfy the requirements of this PWS at the time of award.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform fixed-wing transportation services as defined in this Performance Work Statement (PWS). This service will involve the movement of personnel and cargo within the country of Afghanistan.

1.2 **Background:** The USACE Afghanistan Engineer District (AED) is primarily a civilian organization engaged in the reconstruction and rebuilding of Afghanistan. AED accomplishes this mission by executing a myriad of construction, Operation & Maintenance (O&M), Commander's Emergency Response Program (CERP) projects throughout the Afghanistan theater of operations.

AED is comprised of two separate Districts: Afghanistan Engineering District—North (AEN), headquartered out of Kabul, and Afghanistan Engineering District—South (AES), headquartered out of Kandahar.

The AES Area of Responsibility (AOR) encompasses most of southern and western Afghanistan, approximately (233,000 square miles). Within its AOR, AES operates 9 field offices, with each office consistently overseeing multiple, simultaneous construction, O&M, and CERP projects. Currently, AES has 375 active project sites.

In order to effectively accomplish its mission, AES must have the ability to move personnel and cargo to its field offices and project sites. AES does not have the organic fixed wing air support assets necessary to provide the required transportation services.

This PWS addresses the fixed wing support services required by AES. Presently, rotor-wing support and armored/armed-escort ground movement support is provided by other contracts.

1.3 Objective: The basic service objective of this PWS is to acquire safe and reliable fixed wing transportation support within the AES AOR.

1.4 Scope: The Contractor shall provide fixed wing support service in accordance with this PWS. The service shall consist of the movement of passengers, baggage, and cargo between military destinations within the AES AOR.

The contractor shall provide a minimum of 90 hours of support service each month.

1.5 Period of performance: The period of performance will be for one (1) Base Year of 12 months and two 12-month option years.

2.0 SPECIFIC INFORMATION

2.1 Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which the contractor's performance complies with the requirement of the contract. The QCP is to be delivered with the Contractor's proposal and will be evaluated as an evaluation factor in accordance with the terms and conditions of the solicitation. After acceptance of the quality control plan the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

2.2 Quality Assurance: The government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable levels (AQLs).

2.3 Recognized holidays: The Contractor shall provide fixed-wing support services on all recognized holidays as directed by the COR.

2.4 Hours of support: The Contractor shall have the fixed wing support available for initial embarkation within 96 hours notification by the COR. The initial embarkation point will be identified by the COR, and will be any one of the places of performance identified in paragraph 2.5. A mission-day may include multiple destinations within the authorized theater of operations. AES assets are defined as personnel or cargo necessary to support the USACE mission.

The Contractor must maintain adequate resources and workforce for the uninterrupted and consistent performance of all the tasks defined within this PWS.

2.5 Place of performance: The Contractor shall provide fixed wing support services to secured military installations within the AES AOR. The support will primarily consist of routine and recurring fixed wing service to the following destinations:

- **Kandahar Air Field (KAF)**
- **Camp Bastion**
- **Qalat**
- **Farah**
- **Shindand**
- **Herat**
- **Qala-I-Naw**
- **Dwyer**

- **Kabul**

Other destinations may be added on an as-needed basis. However, the Contractor will not be required to fly into sites not approved by U.S. or ISAF.

3.0 TYPE OF CONTRACT: The government anticipates the award of a firm-fixed price contract.

4.0 SECURITY REQUIREMENTS:

4.1 Personnel Security: Contractor personnel performing work under this contract and traveling into the AES AOR must satisfy the badging and security requirements for the routine and recurring destinations listed in paragraph 2.5 prior to commencement of full performance. Furthermore, the Contractor must maintain current badges and security levels for the life of the contract.

It is the Contractor's responsibility to identify and satisfy the badging and security requirements as required by each Garrison Commander at each routine and recurring destination.

The following key Contractor personnel shall possess and maintain a DoD-issued SECRET clearance:

- a. Program Manager
- b. Operations Manager

4.2 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property transported under this contract. All AES assets shall be manifested, tracked, and accounted for each mission-day. The Contractor shall maintain an accountability log with a verifiable chain of custody (with signatures/dates) to track cargo and material turned over to the Contractor for transport.

5.0 AIRCRAFT REQUIREMENTS:

Every aircraft used to provide support under this contract shall be of good quality and in safe operating condition, and shall comply with the Federal Aviation Regulation Part 135 (Operating Requirements) and 32 CFR Part 861.4 (DoD Air Transportation Quality and Safety Requirements):

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f157a92807fe24d20d9eb2bf1a4d0451&tpl=/ecfrbrowse/Title14/14cfr135_main_02.tpl

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f157a92807fe24d20d9eb2bf1a4d0451&tpl=/ecfrbrowse/Title14/14cfr135_main_02.tpl

http://cfr.vlex.com/vid/861-4-dod-air-transportation-quality-safety-19753309?ix_resultado=1.0&query%5Bbuscable_id%5D=1081&query%5Bbuscable_type%5D=Fuente&query%5Bfilters_order%5D=source&query%5Btextolibre%5D=32+CFR+Part+861.4

If the Contracting Officer determines that any aircraft furnished by the contractor to provide support under this contract is not compliance with this PWS, the contracting officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the aircraft or correct the defects, the Government may---

- (a) by contract or otherwise, arrange for the lease of a similar vehicle and shall charge or set-off against the contractor any excess costs occasioned thereby; or
- (b) terminate this contract under the Default clause.

5.1 Personnel Capacity: In performance of this PWS, the Contractor shall provide an aircraft with the capacity to comfortably accommodate nine (9) passenger personnel per mission leg.

5.2 Cargo Capacity: In performance of this PWS, the Contractor shall provide an aircraft with a maximum payload capacity, per 14 CFR 119.3 of at least 2000 pounds.

5.3 Performance: In the performance of this PWS, the Contractor shall provide aircraft that meet or exceed the following performance characteristics:

- Engines: Fixed-wing aircraft shall have at least two engines.
- Pilots: Fixed-wing aircraft shall be operated by at least two qualified pilots, fluent in English.
- Markings: Authorized markings on all aircraft include the contractor's name and tail numbers. Other identifying markings such as "USA", "UN", "ISAF", "NATO", "SFOR" or similar are not allowed and must be removed prior to commencement of services
- Take-Off/Landing Performance: The fixed-wing aircraft shall be able to utilize a take-off and landing field length of 3,300 feet. The aircraft must be able to take-off and land on unimproved runway surfaces such as compacted dirt
- Communications: The aircraft shall be equipped with HF.
- GPS tracking: The aircraft shall be equipped with a GPS tracking system which can be accessed by the COR via an internet-based program.

6.0 SERVICE SUPPORT REQUIREMENT:

The Contractor shall maintain adequate resources and workforce for the uninterrupted and consistent performance of all the tasks defined within this PWS, and within the defined time frames of the PWS, or otherwise will be held in default. The Contractor will not be held in default for any failure to perform if the failure arises from causes beyond the control and without the fault or negligence of the Contractor or its agents or subcontractors, i.e. excusable delay.

Examples of excusable delays include: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather, (10) acts of the Host Nation, (11) acts of U.S. Forces or ISAF .

Examples of non-excusable delays include but are not limited to: (1) mechanical failure of the aircraft, (2) scheduled maintenance, (3) unscheduled maintenance, and (4) delays arising from the fault or negligence of the Contractor.

The Contractor shall promptly notify the COR for all delays.

For all non-excusable delays, the Contractor shall provide like-kind replacement flight services within 12 hours of the COR's notification. The replacement flight services shall be provided in accordance with the terms and conditions of this PWS, and at the billing rates therein. The replacement aircraft shall be provided to the location of the delayed aircraft, or other location--as directed by the COR. After 12 hours, the Contractor will be assessed a late charge in the amount of the CLIN 0002 hourly flight rate for each hour, or part thereof, until like-kind transportation is ultimately provided.

The total late charge will be recorded and deducted from each monthly invoice.

For all excusable delays, the Contractor shall provide like-kind replacement flight services as soon as possible. Generally speaking, in an excusable delay scenario, it is anticipated the original mission request would be cancelled, and a new mission request would be submitted once the excusable delays are resolved.

7.0 SPECIAL QUALIFICATIONS:

It is DoD policy that air transportation services will be provided only by air carriers demonstrating the highest possible standards of quality and safety. Federal Aviation Regulation Part 91, Part 135, and 32 CFR Part 861.3 and 861.4 apply.

7.1 Commercial Air Review Board (CARB) certification: The Contractor shall be CARB certified upon contract award (preferred) or shall be able to obtain CARB certification within six (6) months of contract award.

7.2 English Speaking: The Contractor shall ensure that all key personnel are fluent in English.

7.3 FAA/CAA certification: The Contractor must have Federal Aviation Administration and/or equivalent foreign Civil Aviation Authority (CAA) commercial operator certificates and shall remain under FAA and/or CAA regulatory and safety oversight during the performance of the contract.

8.0 POST-AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS:

The Contractor agrees to attend any post award meeting convened by the Contracting Officer or the COR in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the COR will apprise the Contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

9.0 CONTRACTING OFFICER REPRESENTATIVE (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions:

- assure that the Contractor performs the technical requirements of the contract
- perform inspections necessary in connection with contract performance
- maintain written and oral communications with the Contractor concerning technical aspects of the contract
- issue written interpretations of technical requirements
- monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies
- coordinate availability of government furnished property, and provide site entry of Contractor personnel.

A letter of designation issued to the COR by the contracting officer, a copy of which will be sent to the Contractor, will state the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates.

The COR is not authorized to change any of the terms and conditions of the contract.

10.0 KEY PERSONNEL:

The follow personnel are considered key personnel by the Government:

- Program Manager & Alternate: The Contractor shall provide a program manager, and alternate program manager, who shall be responsible for the performance of the work carried out under this PWS. This person, and alternate, shall be designated in writing as part of the contractor's proposal submission. The qualifications of the program manager and alternate will be evaluated as part of the contractor's proposal. The program manager, and alternate, shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available via email and/or mobile phone between the hours of 0700 hours and 1930 hours, daily.
- Pilots: The Contractor shall provide a roster of pilots that shall be utilized to meet the requirements of this PWS. This roster shall be submitted as part of the Contractor's proposal. The qualifications of the pilots will be evaluated as part of the Contractor's proposal. If it is necessary to substitute pilots during the contract term, the Contractor will propose a new pilot with substantially similar qualifications to the departing pilot, and such replacement will be made only with the Contracting Officer's approval.
- Operations Manager: The Contractor shall provide the names of those personnel who will function as the Operations Manager. This roster will be submitted as part of the contractor's proposal. The qualifications of the Operations Managers will be evaluated as part of the contractor's proposal. The Operations Managers shall be available in-person or via email and/or via mobile phone between the hours of 0600 hours and 2400 hours, daily.

11.0 IDENTIFICATION OF CONTRACTOR EMPLOYEES/BADGING:

All contract personnel performing under this contract are required to outwardly identify themselves as Contractor personnel. This can be accomplished by wearing appropriate Contractor apparel with identifying logos, lanyards, etc. The Contractor must also ensure that all documents or reports produced by contractor resources are suitably marked as contractor products or that contractor participation is appropriately disclosed in any Government developed work product. In accordance with the PWS, all Contractor personnel performing work under this contract shall satisfy the badging and security requirements for the routine and recurring destinations listed in paragraph 2.5 prior to commencement of full contract performance. Such badges shall be prominently displayed by lanyard to appropriately identify the contractor personnel and establish their authority to be onboard the applicable military installation. This requirement is especially sensitive regarding flight-line operations.

It is the Contractor's responsibility to identify and satisfy the appropriate badging and security requirements as required by each Garrison Commander at each routine and recurring destination.

12.0 CONTRACTOR TRAVEL:

The Contractor shall be required to travel to and within the AES AOR during the performance of this contract. The cost for this travel shall be included in the Contractor's proposal price to provide the services described in this PWS. No additional or separate travel charges or expenses will be authorized under this PWS.

13.0 OTHER DIRECT COSTS: Not applicable.

14.0 DATA RIGHTS: Not applicable.

15.0 ORGANIZATIONAL CONFLICT OF INTEREST:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

16.0 PHASE-IN PERIOD:

The Contractor shall commence full performance as soon as possible after contract award.

17.0 FULL PERFORMANCE/RAMP-UP TIME:

The Contractor shall submit as part of their proposal, the time necessary before full performance under this PWS can be achieved. This necessary ramp-up time to full contract performance will be evaluated as part of the contractor's proposal.

18.0 CONTRACTOR INSURANCE AND LIABILITY:

18.1 Insurance: The Contractor shall provide and maintain insurance covering its liabilities in amounts proper and appropriate for the services being provided under this PWS and in accordance with commercially accepted practices. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The Contractor shall provide written evidence of insurance.

18.2 Liability: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees. The contractor will be reimbursed for any loss, damage, and recovery charges associated with any aircraft providing support under this contract, outside of normal wear and tear, when such loss, damage, or recovery is incurred while in the actual performance of this contract and is not a result of the contractor's negligence. This includes loss, damage, recovery

caused by acts of God such as fires, floods, unusually severe weather, or loss or damage resulting from direct or indirect acts of the public enemy.

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. AES ASSETS. Any personnel or cargo or material supporting the USACE AES mission as determined by the Contracting Officer or the COR.

2.1.2. CARGO/CLASSES OF MATERIALS.

- Class I - Subsistence (food), gratuitous (free) health and comfort items.
- Class II - Clothing, individual equipment, tentage, organizational tool sets and kits, hand tools, unclassified maps, administrative and housekeeping supplies and equipment.
- Class III - Petroleum, Oil and Lubricants (POL) (package and bulk): Petroleum, fuels, lubricants, hydraulic and insulating oils, preservatives, liquids and gases, bulk chemical products, coolants, deicer and antifreeze compounds, components, and additives of petroleum and chemical products, and coal.
- Class IV - Construction materials, including installed equipment and all fortification and barrier materials.
- Class V - Ammunition of all types, bombs, explosives, mines, fuses, detonators, pyrotechnics, missiles, rockets, propellants, and associated items.
- Class VI - Personal demand items (such as health and hygiene products, soaps and toothpaste, [writing material](#), snack food, beverages, cigarettes, batteries, and cameras—nonmilitary sales items).
- Class VII - Major end items such as launchers, tanks, mobile machine shops, and vehicles.
- Class VIII - Medical material (equipment and consumables) including repair parts peculiar to medical equipment. (Class VIIIa – Medical consumable supplies not including blood & blood products; Class VIIIb – Blood & blood components (whole blood, platelets, plasma, packed red cells, etc).
- Class IX - Repair parts and components to include kits, assemblies, and subassemblies ([repairable](#) or [non-repairable](#)) required for maintenance support of all equipment.
- Class X - Material to support nonmilitary programs such as agriculture and economic development (not included in Classes I through IX).
- Miscellaneous - Water, salvage, and captured material.

2.1.3. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.4. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor

as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.6. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.7. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.8 **EXCUSABLE DELAY.** Delays resulting from issues that are beyond the reasonable control of the contractor. Examples of excusable delays include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather, (10) acts of the Host Nation, (11) acts of U.S. Forces or ISAF.

2.1.9 **JOINT VENTURE.** The Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in an offer, or for arrangements entered into after submission of an offer, before the arrangements become effective.

2.1.10. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. Key personnel will be used as an evaluation factor in this best value procurement. An offer will be rejected if it does not have a firm commitment from the persons identified as Key Personnel in the proposal.

2.1.11. **MISSION-DAY.** Initial embarkation “wheels up to final destination “wheels down.”

2.1.12. **MISSION FLIGHT TIME.** Minimum flight time necessary/needed to drop-off and pick-up USACE personnel and cargo.

2.1.13. **NON-EXCUSABLE DELAY.** Delays resulting from issues that are within the reasonable control of the contractor. Examples of non-excusable delays include (1) mechanical failure of the aircraft, (2) scheduled maintenance, (3) unscheduled maintenance, and (4) delays arising from the fault or negligence of the Contractor.

2.1.14. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.15. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.16. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.17. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.18. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AES	Afghanistan Engineering District--South
AFARS	Army Federal Acquisition Regulation Supplement
AMC	Air Mobility Command
AMCC	Allied Movement Control Center
AOR	Area Of Responsibility
AR	Army Regulation
CAA	Civil Aviation Authority
CARB	Commercial Air Review Board
CFR	Code of Federal Regulations
CCMDs	Combatant Commands
CLIN	Contract Line Item Number
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation; Federal Aviation Regulation
GCC	Geographic Combatant Commander
ICAO	International Civil Aviation Organization
ISAF	International Security Assistance Forces
JV	Joint Venture

KAF	Kandahar Air Field
MD	Mission Day
MFT	Mission Flight Time
MILDEPs	Military Departments
KO	Contracting Officer
NAA	National Airflow Authority
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PPR	Prior Permission Required request
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
USTRANSCOM	United States Transportation Command

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide Common Access Cards (CACs)* and/or Identification Cards and Resuscitative Care

3.2. Facilities: None.

3.3. Utilities: None.

3.4. Equipment: None.

3.5. Materials: None.

3.6. Fixed Wing Overnight Parking Spot – Kandahar Air Field

*The Government will authorize the contractor employees a Common Access Card and/or Identification Card via issuance of a Letter of Authority (LOA) as governed by C³ Acquisition Instruction (November 2010) Clause 952.225-0011. In order to be CAC-eligible, the contractor must satisfy the security and background vetting requirements as delineated in DTM 08-003 (December 1, 2008).

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform fixed-wing transportation services as defined in this Performance Work Statement (PWS).

4.2 Secret Facility Clearance: The following key Contractor personnel shall possess and maintain a DoD-issued SECRET clearance:

a. Program Manager

b. Operations Manager

4.3. Materials: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.4. Equipment: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

PART 5

SPECIFIC TASKS

5. Specific Tasks:**5.1. BASIC SERVICES****5.1.1. Fixed Wing Support Services.**

Fixed wing support service shall only be provided to secured installations and project sites. The Contractor will not be required to fly into zones not approved by U.S. or ISAF.

The Contractor shall have the fixed wing support available for initial embarkation at the designated time and location within 96 hours after notification by the COR. The initial embarkation location and time will be identified by the COR in the Movement Request.

The Contractor must possess the ability to coordinate Prior Permission Required (PPR) requests with the Allied Movement Coordination Center (AMCC) and the National Airflow Authority (NAA) and other aviation planning and approval organizations within Afghanistan.

5.1.2. Concept Of Operations.

- a. **Initial Movement Request submission:** At least 96 hours in advance, the AES COR will submit a Movement Request identifying when the fixed wing support service is required. The notification will include the initial embarkation location and time. The notification will include the proposed itinerary (stops), number of personnel and cargo (type and estimated weight) for the mission-day. See Technical Exhibit 3: Movement Request
- b. **Confirmation:** Not less than 24 hours from the initial embarkation time, the Contractor shall confirm the Movement Request with the COR.
- c. **Finalization:** At least 12 hours prior to departure, the Contractor shall provide an approved flight plan to the COR. The flight plan shall include all call signs to be used, radio frequencies, and determined flight routes and the threat assessment.
- d. **Notifications:** During the course of the mission-day while the flight plan is being executed, the Contractor shall notify the COR with the following information whenever the event occurs. It is recognized that some events may occur multiple times within a mission-day:
 - Mission day start, time and location
 - Wheels up, time and location
 - Wheels down, time and location
 - Mission day end, time and location
- e. **Mission Day Report:** End of mission day brief shall be provided to the COR. Home station shall be presented in person to the COR. Alternate locations shall be sent by email to the COR.

f. **Monthly Operations Report:** The Contractor shall provide a monthly operations report to include the following: (1) total number of flights, total number of passengers, total cargo weight, total fuel usage, and total number of flight hours.

5.2 INVOICING/BILLING

The Contractor shall submit a monthly invoice package to the COR not later than the 5th working day of the following month. The monthly invoice package shall include the contractor's invoice, submitted in accordance with procedures outlined in FAR 52.232-5, a DD Form 250 cover sheet, and the COR's review of the contractor's flight log as described below.

The Contractor shall track fixed wing support service hours provided to AES each month. The Contractor shall maintain a *flight log, segregated* by calendar month, with single line entries for each mission-day. The Contractor shall enter the number of support hours provided on each mission-day.

The flight log shall be reviewed by the COR at end of each month, or anytime upon COR demand. The COR will validate the flight log monthly as evidenced by his/her signature and date, indicating the Government's concurrence with the total number of support hours provided for the month.

Fixed wing support service hours shall be accrued according to the following parameters:

- The Contractor shall invoice a flat-rate fee for the minimum of 90 hours of fixed-wing support provided each month.
- For each hour of support over 90 provided in a given month, the Contractor will be paid at the CLIN 0002 hourly rate to the 0.1 (tenth) of the mission hour.
- The Government reserves the right to cancel a fixed-wing mission at any time.

The *flight log* shall be the substantiating document for all hours over 90 invoiced by the contractor. ***Improperly documented entries, illegible entries, missing signatures or dates, or backdated entries will not be credited to the support hour total and will not be considered for invoicing or billing purposes.***

In accordance with paragraph 6.0, the Contractor will be assessed the fixed hourly price (Item 0002 of the Contract Line Items) for each hour, or part thereof, over twelve (12) that replacement flight services are not made available as a result of a non-excusable delay. Replacement flight services will be arranged by the Contractor at the same rates, terms, and conditions of this contract. The total late charge will be recorded and deducted on each monthly invoice.

The Contractor shall prepare a DD Form 250 (Material Inspection & Receiving Report) to support the monthly invoice—See Technical Exhibit 4. The Contractor will complete blocks #1 through #20, and #23 of the DD Form 250. Block #23 will be used to document the total number fixed wing support hours provided for the given month.

Each month and not later than the 5th working day of the following month, the COR will review the Contractor's flight log, monthly invoice, and DD Form 250.

For an invoice to be considered properly submitted, the flight log, invoice, and DD Form 250 must agree.

If the COR agrees with the flight log, invoice, and DD Form 250, then he/she will complete block #22 of the DD Form 250, and forward the invoice and completed DD Form 250 to the Contracting Officer for final approval and payment.

If the COR disagrees with the flight log, invoice, or DD Form 250, then he/she will meet with the contractor and resolve the discrepancies. If the COR is unable to resolve the discrepancies, the matter will be referred to the Contracting Officer for resolution.

5.3. CARGO HANDLING & TRACKING:

5.3.1 Cargo handling. The Contractor shall perform all cargo loading and unloading directly to or from the aircraft. There is no requirement to move or transfer cargo other than from the immediate vicinity of the aircraft. Cargo will be of the shape, weight, and packing such that no material handling equipment (tow motors, trailers, conveyer belts, etc.) will be required. The Government may—at its discretion—provide cargo handling assistance. Regardless, the Contractor shall be prepared to perform all loading and unloading in the absence of Government support.

For planning purposes, the contractor can expect to load/unload an average of 110 pounds of cargo per mission leg. The exact weight, type, amount of cargo will be conveyed via the Movement Request.

5.3.2 Tracking. The Contractor shall be responsible for safeguarding all government equipment, information and property transported under this contract. All AES assets shall be manifested, tracked, and accounted for each mission-day. The Contractor shall maintain an accountability log with a verifiable chain of custody (with signatures/dates) to track cargo and material turned over to the contractor for transport. The COR will review and reconcile the accountability log monthly to ensure all cargo and material has been properly transported and delivered.

5.4. SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT):

Pursuant to U.S. Central Command (U.S. CENTCOM) policy, upon award, the awardee will be directed to account for all contractor personnel, to include subcontractors and vendors, performing services under this contract in the U.S. CENTCOM Area of Responsibility (AOR). SPOT is the required automated system that allows for contractor personnel accountability. SPOT is required for all new and current contracts/task orders that exceed \$25,000 or for any contracts/task orders for which the period of performance is more than thirty (30) days.

5.5. ACCIDENT REPORTING:

5.5.1 Notice Of Accidents – Missions That Are A Direct Result Of This Contract.

If the contractor's aircraft is involved in an accident or incident in support of a mission performed under this contract and as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available:

- Carrier and trip number
- Aircraft type and number
- Date and time of accident
- Last departure point and intended landing point
- Nature of accident and extent of damage to the aircraft so far as is known
- Total number of crew members and passengers onboard
- Number of injured and number of fatalities
- Condition of baggage or Government-owned material

The above information shall be transmitted to the COR and to the following:

Tanker Airlift Control Center (TACC)

Emergency Action Cell

Scott Air Force Base

(618) 229-0360

5.5.2 Notice Of Accidents – Missions That Are NOT Related To This Contract.

If the contractor's aircraft is involved in an accident or incident in support of a mission not performed under this contract, and defined in 49 CFR, Part 830, the contractor shall transmit the information in paragraph 5.4.1 by the most expeditious means available, no later than the next business day to the COR and to the following:

HQ AMC/A3B

Scott Air Force Base

(618) 229-4801 or 4343

PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor shall abide by all local Garrison Commanders' policies and procedures.

6.2. The Contractor shall abide by the following regulations:

- Federal Aviation Regulation Part 91
- Federal Aviation Regulation Part 135
- 32 CFR Part 861.3
- 32 CFR Part 861.4
- Department of Defense Instruction 4500.53 (October 20, 2008)

PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3 Technical Exhibit 3 – Movement Request
3a—Personnel Movement Request

3b—Cargo Movement Request

7.4 Technical Exhibit 4 – DD Form 250 (Material Inspection & Receiving Report)

TECHNICAL EXHIBIT 1
Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	PERFORMANCE THRESHOLD	Method of Surveillance
PRS # 1. The contractor shall provide fixed wing support services in accordance with paragraph 5.1 of this PWS.	The contractor shall provide fixed wing support at the confirmed location and time (+/- two (02) hours).	95%	100% inspection; The COR will review the monthly flight log.
PRS # 2 The contractor shall provide a minimum of 5 hours of fixed wing support in accordance with paragraph 5.1 of the PWS.	The contractor shall provide a minimum of 5 hours of daylight fixed wing support per mission-day, unless waived by COR.	95%	100% inspection; The COR will review the monthly flight log.
PRS # 3 The contractor shall account for the Government cargo transported intra-theater in accordance with paragraphs 1.6.7.1 and 5.3 of this PWS.	The contractor shall maintain accountability and tracking for the Government cargo transported under this contract.	95%	100% inspection; The COR will review the cargo accountability log.
PRS # 4 The contractor shall provide monthly invoice packages in accordance with paragraph 5.2 of this PWS.	The contractor shall provide a properly submitted monthly invoice package not later than the 5 th working day of the following month.	95%	100% inspection; The COR will review the monthly invoice package.

Performance Level	Performance Threshold
Outstanding	>95%
Acceptable	95%
Marginal	< 95%
Unacceptable	< 90%

- Any marginal performance levels will require a submittal of a corrective action plan to be reviewed by the COR and approved by the Contracting Officer.
- Any unacceptable performance levels will generate a Letter of Concern.
- Three or more unacceptable performance levels in the same performance objective over the life of the contract will be grounds for a Show Cause notice in accordance with Federal Acquisition Regulation (FAR) 49.4.
- Unacceptable performance levels in three or more consecutive months, will be grounds for contract termination. In the event of contract termination, the terminated services will be re-procured with another responsible vendor. The terminated contractor will be held liable for any excess reprocurement costs.

TECHNICAL EXHIBIT 2**DELIVERABLES SCHEDULE**

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Quality Control Plan, PWS paragraph 2.0	Provided with proposal; update as required	02	Paper (hard copy), softcopy in MS Word format	Contracting Officer
Monthly Invoice Package, PWS paragraph 5.2	Provided monthly by the 5 th working day of the following month.	01	Paper (hard copy), softcopy in MS Word format	COR
Flight Log, PWS paragraph 5.2	Provided monthly by the 5 th working day of the following month.	01	Paper (hard copy binder)	COR
Cargo Log, PWS paragraph 5.3	Provided monthly by the 5 th working day of the following month.	01	Paper (hard copy binder)	COR
Operations Plan	Provided with proposal; update as required	02	Paper (hard copy), softcopy in MS Word format	Contracting Officer
Mission Day Report	End of each mission day	01	Email; Telephonic	COR
Monthly Operations Report	Provided monthly by the 5 th working day of the following month.	01	Paper (hard copy), softcopy in MS Word format	COR

TECHNICAL EXHIBIT 3a

AES Theater Air Movement Request Form

(ALL FIELDS REQUIRED)

(Revised: 28 SEP 2010)

Return To:

AES.Theater.Air.Movement@usace.army.mil

Requests must be submitted to movement 5 days prior to movement

1. Requester NAME: Requester EMAIL:

DSN# Requester CELL:

MISSION

JUSTIFICATION

APPROVAL FROM YOUR OIC/ENGINEER IN CHARGE

2. ITINERARY: DATE FOB Location PASSENGERS

1. DEPART

ARRIVE 2. DEPART

ARRIVE 3. DEPART

ARRIVE 4. DEPART

ARRIVE 3. POC(s) at Destination - Individual that Global can coordinate

ARRIVE location

ARRIVE Cell

ARRIVE Location

ARRIVE

AES Movement Request Form

(Revised 8 JAN 10)

Return To:

Tas.SouthMovement@usace.army.mil

MOVEMENT SECTION:

Received Date:	
Post ITN Date:	
Post Projected Date:	
Completed:	

Requests must be submitted to movement 5 days prior to movement

1. REQUESTER NAME:

Requester EMAIL:

DSN#

Requester CELL:

2. POC(s) at Destination - individual receiving cargo at each location

	Rank/CIV	Name	FOB Location	Cell
1.				
2.				
3.				
4.				
5.				

3. WHAT: Manifested Cargo

Nomenclature	Qty	Weight	T Weight	L	W	H	Cu ft item	Total Cu ft
		Total Wt lbs	0	KG	0.00			
							Total Cu ft	0.00
							Total Cu M	0.00

Priority (Place an X next to the priority)

Routine = Next Available	Priority = Not shipping will affect mission	Urgent: Mission will be halted
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Signature:

Date:

Print:

Technical Exhibit 3b

TECHNICAL EXHIBIT

MATERIAL INSPECTION AND RECEIVING REPORT										Form Approved OMB No. 0750-0210	
<p>This public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Department of Defense, Executive Service and Communications Directorate (DFC/ESA). For quantity information, including any other provision of law, this collection is subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>											
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF		8. ACCEPTANCE POINT		
2. SHIPMENT NO.		3. DATE SHIPPED		4. PN TCN			5. DISCOUNT TERMS				
9. PRIME CONTRACTOR CODE				10. ADMINISTERED BY				CODE			
11. SHIPPED FROM (Other than S) CODE				FCB:		12. PAYMENT WILL BE MADE BY CODE					
13. SHIPPED TO CODE				14. MARKED FOR				CODE			
15. ITEM NO.	16. STOCK/PART NO. (Indicate number of shipping containers - type of container - container number)			DESCRIPTION	17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT			
<p>21. CONTRACT QUALITY ASSURANCE</p> <p>a. ORIGIN <input type="checkbox"/> CGA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p> <p>b. DESTINATION <input type="checkbox"/> CGA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p>											
<p>DATE: _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>MAILING ADDRESS: _____</p> <p>COMMERCIAL TELEPHONE NUMBER: _____</p> <p>23. CONTRACTOR USF OMI Y</p>						<p>22. RECEIVER'S USE</p> <p>Quantities shown in column 17 were received in separate good condition except as noted.</p> <p>DATE RECEIVED: _____</p> <p>SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>MAILING ADDRESS: _____</p> <p>COMMERCIAL TELEPHONE NUMBER: _____</p> <p>* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and attach.</p>					

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

Adobe Professional 9.0

Technical Exhibit (4)

Section D - Packaging and Marking

Section D – Packaging and Marking

- a. Packaging and Marking of all deliverables shall be accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.
- b. All data and correspondence submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall reference the contract number and the Contracting Officer and/or COR as appropriate.

Section E - Inspection and Acceptance**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT**52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2011 TO 29-FEB-2012	N/A	AFGHANISTAN DISTRICT SOUTH (AES) . US ARMY CORPS OF ENGINEERS 720 KAF RD KANDAHAR AIRFIELD KANDAHAR FOB: Destination	W5J9LE
0002	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0003	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0004	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0005	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0006	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0007	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0008	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0009	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE
0010	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9LE

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

Accounting Data – To Be Completed At Time of Award.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

1.0 EMPLOYEE PROTECTION

Personnel who are citizens of the United States and employed by the Contractor hereunder and sent overseas shall be accredited to the United States Army, Air Force, or Navy, with a recognized status under the Hague Regulations and the Geneva Convention, shall be given proper credentials and identification cards, shall be subject to regulations as have been or may hereafter be issued by the United States Army, Air Force, or Navy in foreign theaters of operation. Upon termination of services of any employee, the Contractor shall return all Government credentials issued to that employee to the Contracting Officer.

2.0 PASSPORT, VISAS, AND CUSTOMS

The Contractor is responsible for obtaining all passports, visas (Afghanistan visa required for this requirement), and other documents necessary for Contractor personnel to enter and exit any area of operation.

3.0 WEAPONS AND TRAINING

To help distinguish Contractor personnel as non-combatant, Contractors accompanying the force are not authorized to wear or possess privately owned firearms in the AREA OF OPERATION unless specifically authorized by a theater commander waiver. The military may issue weapons and ammunition to Contractor personnel and require weapons and other pre-deployment training at the discretion of the theater commander, with the agreement of Contractor personnel.

The Contractor shall ensure that its personnel adhere to all guidance and orders issued by the theater commander regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DoD regulations.

Upon redeployment or notification by the theater commander, the Contractor shall ensure that all Government issued weapons and ammunition are returned to the point of issue using a method that complies with Army regulations for issue and turn-in of firearms.

4.0 VEHICLE AND EQUIPMENT OPERATION

The Contractor shall ensure that deployed personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

5.0 CONSIDERATIONS PRIOR TO DEPLOYMENT

Items to consider prior to deployment are Income Taxes (IRS Pub 516, U.S. Government Civilian Employees Stationed Abroad), Vehicle Equipment Operation, Will and Power of Attorney, Prescription Medications, Next of Kin notification (done during the deployment processing), and Hostage Aid. NOTE - deploying personnel shall take a minimum of a 90-day supply of prescribed medications for treatment of existing medical conditions.

6.0. INSTALLATION ACCESS

The Contractor shall be responsible for assuring all Contractor personnel authorized to perform work under this contract obtain installation access as required by AR 190-12. Government furnished identification shall be returned to the Government when the employee no longer performs work for the Contractor under this contract.

7.0 CONTRACTOR KEY REPRESENTATIVE(S)

See paragraph 10.0 of the Performance Work Statement (PWS).

8.0 ALTERNATE

The Contractor shall designate an alternate(s) who shall be authorized to act on behalf of the Contractor in the absence of the Project Manager or when the Project Manager is not available.

9.0 POST-AWARD CONFERENCE

At the earliest practicable time, and no later than 15 days following commencement of the work, the Contractor and any subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (QCP) Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, hazards and risks, assignment of inspectors, representations, special requirements, and other aspects of this project that warrant clarification and understanding.

10.0 LANGUAGE

10.1 Translation, specifications, instructions, or other documents furnished to the Contractor by the Government in connection with the performance of the work will be in the English language only. The Contractor shall provide any translations that are necessary or proper for the performance of the work. Errors or omissions in such translations from the Government furnished specifications, instructions or other documents shall be the responsibility of the Contractor. The English text shall govern in the event of disagreements occasioned by differences between the text and the Contractor's translation of specifications, instructions or other documents furnished by the Government pursuant to the provisions of the contract. All correspondence, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in the contract. All references in correspondence or other documents to monetary sums shall be furnished in United States Dollars.

10.2 Discrepancy. In the event of a disagreement between the English text and any foreign language translation of this contract, the English will govern.

11.0 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer at no cost to the Government.

12.0 ENGLISH SPEAKING SITE SUPERVISOR

The Contractor shall have a site supervisor or interpreter that can read, speak, and write fluently in English available on site at all times.

13.0 SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, during performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is extended to dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

14.0 PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Afghanistan Engineer District - South of the U.S. Army Corps of Engineers for release of information to the public concerning this contract or any program related to this contract. This clause covers Media Relations and Printed Materials.

15.0 MILITARY BASE SECURITY REQUIREMENTS

The Base security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the work site. All Contractor, Subcontractor, or vendor personnel and vehicles at any location on the facilities are subject to a thorough search upon entering, departing, or at any time deemed necessary by Base Security Personnel. The Contractor shall be responsible for compliance with all Base security requirements. The Government reserves the right to deny access or to require the Contractor to remove any personnel or equipment deemed to be a threat to the security of facilities or facility personnel. The Contractor shall work through the Contracting Officer to assure that all Security Regulations are followed.

16.0 MILITARY BASE RULES AND REGULATIONS

The Contractor and his employees and Subcontractors shall become familiar with and obey all rules and regulations including fire, traffic and security regulations. All personnel employed on the facilities shall keep within the limits of the work (and venues of ingress and egress), and shall not enter any Restricted Areas unless required to do so and prior clearance for such entry is obtained. The Contractor's equipment shall be conspicuously marked for identification.

C3 REQUIRED CLAUSES

C3 CLAUSE 952.201-0001 OMBUDSMAN (NOV 2010)

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

- (b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC-A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, concerned parties may contact the C3 Ombudsman at: *(insert Ombudsman contact information)*.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

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

- (a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.
- (b) Contractors are also required to comply with the following provisions:
 - (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
 - (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
 - (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
 - (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
 - (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
 - (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.
- (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

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

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

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:

Name
Phone number
e-mail address

Victim:

Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence

Incident:

Description
Location
Date and time

Other Pertinent Information

**C₃ CLAUSE 952.225-0003 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; tracheotomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

- (c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

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

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

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

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

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

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

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

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

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

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

C3 CLAUSE 952.225-0006 CONTRACT DELIVERY REQUIREMENTS (JUL 2010)

(a) **REQUIRED DELIVERY DATE:** _____

(b) **CONTRACTOR DELIVERY LOCATION:** _____

(c) **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name: _____

Phone No.: _____ email: _____

(d) **FINAL DELIVERY DESTINATION:** _____

(e) **POINT-OF-CONTACT AT FINAL DESTINATION:**

Name: _____

Phone No.: _____ email: _____

(f) **REQUIRING ACTIVITY:** _____

C₃ CLAUSE 952.225-0008 SHIPPING INSTRUCTION FOR WEAPONS (JUL 2010)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

C₃ CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (NOV 2010)

- (a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).
- (1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.
- (i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.
- (A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.
- (B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.
- (ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.
- (iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.
- (iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the

contractor is responsible for management and compliance with all prescribed public health actions.

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

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

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

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

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

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

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

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

U.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 checked="" type="checkbox"/> Controlled Access (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

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 checked="" type="checkbox"/> Controlled Access (CAC)/ID Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

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 checked="" type="checkbox"/> Controlled Access (CAC)/ID Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

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

- (a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).
- (b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

C₃ CLAUSE 952.225-0016 CONTRACTOR DEMOBILIZATION (NOV 2010)

- (a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.
- (1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and

foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

- (2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:
- (i) the name of each individual requiring a new LOA;
 - (ii) the number of days for the LOA (no more than 30 calendar days); and
 - (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

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

- (3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.
- (4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the

- Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.
- (5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.
- (6) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor’s company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.
- (7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq/Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.
- (c) 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 evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

C3 CLAUSE 252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN DEVIATION 2010-00014) (AUG 2010)

In accordance with FAR 1.108(d), Contract in Iraq or Afghanistan means a contract with the Department of Defense, a subcontract at any tier issued under such a contract (including a contract, subcontract, or task order or delivery order) issued by another Government agency for the Department of Defense, or a task order or delivery order at any tier by another Government agency, if the contract, subcontract, or task order or delivery order involves work performed in Iraq or Afghanistan for a period longer than 30 days.

**C3 CLAUSE 952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)
(NOV 2010)**

- (a) This C3 clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (b) The contractor shall 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 Subcontractors at every tier prior to performance of the contract. The current rates under the USACE and C3 (formerly JCC-I/A) contract are as follows:

Services \$4.00 per \$100 of employee remuneration
Construction \$6.00 per \$100 of employee remuneration
Aviation \$17.00 per \$100 of employee remuneration
Security \$10.00 per \$100 of employee remuneration

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

- (c) The contractor shall insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contract shall be modified accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.
- (f) Claims Reporting – The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, 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.
- (g) Failure to obtain Defense Base Act (DBA) insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

C₃ PROVISION 952.228-0002 DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE CONTRACTS (NOV 2010)

- (a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and C₃ contractors and subcontractors at a contracted fixed rate. Compute 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 be paid to employees who will be covered by DBA insurance. The fixed rates for this insurance are as follows:

Service \$4.00 per \$100 of employee remuneration
 Construction \$6.00 per \$100 of employee remuneration
 Aviation \$17.00 per \$100 of employee remuneration
 Security \$10.00 per \$100 of employee remuneration

- (b) Compute the cost of DBA insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

1. Compensation of Covered Employees: _____
 (Total Payroll Not total Contract Value) Ex: if total payroll is \$100K

2. Applicable DBA rate: _____
 (Use appropriate Rate) Ex: If a service, the rate is \$4.00/\$100 or 4%

3. Total DBA COST: _____
 (Amount of DBA Premium) Ex: \$100K multiplied by 4% is \$4K

- (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) Use of the coverage under the USACE contract with CNA is mandatory. CNA Insurance is utilizing Rutherford International as their managing broker. The point of contact (POC) is Sara Payne, US Phone: 001-703-813-6503; e-mail: sara.payne@rutherford.com.

C₃ PROVISION 952.233-0001 C₃ AGENCY PROTEST PROGRAM (NOV 2010)

- (a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO) in accordance with FAR 33.103. A protest to C₃ is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The C₃ Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within C₃, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.
- (b) An interested party may file a written protest to the Contracting Officer under the C₃ Agency Protest program for contract solicitations issued by C₃. Such Agency Protests are limited to objections to any of the following:
- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
 - (2) The cancellation of the solicitation or other request.

- (3) An award or proposed award of the contract.
 - (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.
- (c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.
 - (d) For the purpose of filing a C₃ Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
 - (e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.
 - (f) C₃ Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USACE, Afghanistan Engineer District – South, ATTN: AES-Contracting, APO, AE 09355.

C₃ CLAUSE 952.245-0004 CONTRACTOR’S RESPONSIBILITY FOR PROPERTY AND PERSONAL DAMAGES (JUL 2010)

Except as provided in C₃ clauses 952.245-0002 and 952.245-0003, the contractor will be responsible for all damages to property and to persons, including third parties that occur as a result of contractor or contractor’s agents or employee fault or negligence. The term “third parties” is construed to include employees of the Government.

C₃ CLAUSE 252.246-9999 – SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APRIL 2010)

SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APR 2010)

- (a) *Definition.* “Discipline Working Group,” as used in this clause, mean 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 more stringent than UFC 1-200-1 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)

**CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND
AREA OF RESPONSIBILITY (DEVIATION 2007-00010)**

(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 (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.* (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 DF ARS 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 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 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, 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 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 US citizens are registered with the US 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 US. 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) *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 US. citizens, US. 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 contract to sponsor its AKO guest 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.us.army.mil/spotracker>.

(v) *SPOT Questions*. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or 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-

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

(ii) The [Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.] 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; 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 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, 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.* (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.* 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 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 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 subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
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
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.214-16	Minimum Bid Acceptance Period	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
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
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-5	Evaluation Of Options	JUL 1990

52.219-8	Utilization of Small Business Concerns	DEC 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26 Alt I	Equal Opportunity (Mar 2007) - Alternate I	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-36 Alt I	Affirmative Action for Workers with Disabilities (Oct 2010) - Alternate I	JUN 1998
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-32	Performance-Based Payments	AUG 2010
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.239-1	Privacy or Security Safeguards	AUG 1996

52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.211-7003	Item Identification and Valuation	SEP 2010
252.211-7006	Radio Frequency Identification	FEB 2007
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
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
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7008	Restriction on Acquisition of Specialty Metals	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7023	Preference for Products or Services from Iraq or Afghanistan	APR 2010
252.225-7024	Requirement for Products or Services from IRAQ or Afghanistan	APR 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003 Alt I	Frequency Authorization (Dec 1991) - Alternate I	AUG 2008
252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

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

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

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

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

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

(End of statement)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

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

The offeror represents that --

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

this solicitation;

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

- (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for

up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

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

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

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

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

- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall--
- (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--
 - (1) A military-run training center; or
 - (2) A Web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
 - (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
 - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
 - (iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (f) Processing and departure points. Deployed Contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS, EXHIBITS
QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS) for USACE AES Fixed Wing Support Services. This performance-based plan sets forth the procedures and guidelines the COR will use in evaluating the performance of the contractor.

1.1 PURPOSE

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 PERFORMANCE MANAGEMENT APPROACH

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the COR to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law (Federal, State, and local) and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

1.3 PERFORMANCE MANAGEMENT STRATEGY

1.3.1 The contractor's internal quality control program (QCP) will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will utilize its internal QCP to assess and report their performance to the COR.

1.3.2 The COR will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The COR will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer (KO) is responsible for monitoring contract compliance, contract administration and cost control; and resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor's performance.

2.2 The KO will designate one full-time COR and one alternate COR as the Government authority for performance management.

2.3 The COR is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. The COR will have the responsibility for completing QA monitoring forms (Attachment 1) used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the Inspection of Services clause for any service relating to the contract.

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The contractor shall provide Fixed Wing Support Services in accordance with the PWS. The performance standards are established in the PWS. The acceptable levels of performance are delineated in Technical Exhibit 1: Performance Requirements Summary.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance shall be used by the Government to evaluate contractor performance. The primary methods of surveillance will be 100% inspection, periodic surveillance, and customer feedback.

4.2 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Performance management drives the contractor to be focused on performance through providing qualified personnel in designated regions.

4.3 The acceptable quality levels (AQL) located in Technical Exhibit 1: Performance Requirements Summary, of the PWS.

5.0 QUALITY ASSURANCE REPORTING

5.1 The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and measured by the performance requirements summary in Technical Exhibit 1.

5.2 The Government's QA monitoring, accomplished by the COR, will be reported using the monitoring form (Attachment 1). The form, when completed, will document the contractor's performance under the contract to ensure that the PWS requirements are being met.

5.2.1 The COR will retain a copy of all completed QA monitoring forms.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 The Government shall use the observation methods cited to determine whether the Acceptable Quality Levels (AQLs) have been met. The Government's evaluation is then translated into performance evaluation comments that could have a negative impact on future awards and/or continued performance on the incumbent contract.

6.2 At the end of each month, the COR will prepare a written report for the KO summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report will consist of the submission of the completed Quality Assurance Monitoring Form (Attachment 1), and any other relevant documentation. The monthly submission will become part of the contract file.

6.3 The COR may recommend the contractor's project manager, or a designated alternate, meet with the KO and other Government personnel as deemed necessary to discuss performance evaluation. The agenda of the reviews will include:

- Monthly performance measured by the metrics and trends
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trend
- Recommendations made by the COR based on contractor information
- Issues arising from independent reviews and inspections

6.4 In addition to QA monitoring, the COR will assess the contractor's level of performance for each objective delineated in Technical Exhibit 1 of the PWS. The COR must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance. The contractor will discuss with the COR performance ratings of below acceptable (marginal, unacceptable). For such cases, the contractor should highlight its perspective on factors driving customer satisfaction and present plans to adjust service levels accordingly to bring the satisfaction rating up to an acceptable level.

6.5 The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the approval and convenience of the KO.

7.0. FAILURE TO PERFORM

7.1 The contractor may receive a contract termination based on failure to perform. The following criteria apply for determining appropriate action:

1. Notifications. Consistent with FAR Part 49, the KO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider project manager or designated alternate of such notices.
2. Termination. If the KO determines that the contractor has failed to perform to the extent that a termination for default is justified, the KO shall issue a notice of termination, consistent with FAR Part 49.

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check): _____ Reports
_____ 100% Inspection
_____ Periodic Inspection
_____ Customer Input/Feedback

LEVEL OF SURVEILLANCE SELECTED (Check): _____ Monthly
_____ Quarterly
_____ As needed

ANALYSIS OF RESULTS:

Observed Service Provider Performance Measurement Rate = _____%

Service Provider's Performance (Check): _____ Meets Standards
_____ Does Not Meet Standards

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:

Prepared by: _____ Date: _____

CONTRACTOR ACKNOWLEDGEMENT BY: _____

Date: _____

Corrective Action Plan: _____

Section K - Representations, Certifications and Other Statements of OfferorsREPRESENTATIONS

Section K - Representations, Certifications and Other Statements of Offerors

DBA COMPUTATION

A. DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service	\$4.00	per \$100 of employee remuneration
Construction	\$7.50	per \$100 of employee remuneration
Aviation	\$20.00	per \$100 of employee remuneration
Security	\$12.50	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 be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

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

(2) Applicable DBA Rate: _____
 (Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
 (Amount of DBA Premium) Ex:: \$100 K multiplied by 4% is \$4,000.00

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

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

CERTIFICATE-AUTHORITY

B. CORPORATE CERTIFICATE/AUTHORITY TO BIND PARTNERSHIP

If the proposal is submitted by a corporation, the Corporate Certificate below must be submitted. If the proposal is submitted by a partnership, the Authority to Bind Partnership below must be completed and a copy of the partnership agreement included with the proposal. If the proposal is submitted by a Joint Venture, the Corporate Certificate below must be completed by each member of the Joint Venture and a copy of the Joint Venture Agreement showing the percentage of ownership of each firm included with the proposal.

CORPORATE CERTIFICATE

=====

I, _____, certify that I am the _____(Title) of the corporation named as Proposer/Contractor herein; that _____, who signed this proposal/contract on behalf of the Proposer/Contractor was then _____(Title) of said corporation; that said proposal/contract was duly signed for and on behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

_____ (Corporate Seal)

(Signature)

AUTHORITY TO BIND PARTNERSHIP

=====

This is to certify that the names and signatures of all partners are listed below and that the person signing the proposal had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, with the United States of America except as follows: (State "none" or describe limitations, if any). This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledged by the Contracting Officer.

Names and signatures of all partners:

(End of Certification)

INDEX

Section K Index

- A. Defense Base Act Insurance Rates – Limitation – Fixed-Price (Oct 2008)
- B. Corporate Certificate/Authority to Bind Partnership

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **481211**.

(2) The small business size standard is (insert size status).

(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 \$100,000.

(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.

(xix) 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

----- (x) 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)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A (MAY 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **481211** (insert NAICS code).

(2) The small business size standard is (insert size standard).

(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 \$100,000.
- (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.

(xix) 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

-----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

----- (x) 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) 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 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 No.	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.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders**INSTRUCTIONS**

NUMBER	DESCRIPTION
A	PROPOSAL CHECKLIST
B	PROPOSAL FORMAT AND CONTENT
C	CHANGES MADE PRIOR TO DATE SET FOR OPENING PROPOSALS
D	RESERVED
E	SUBMITTING QUESTIONS
F	ADDRESSING PROPOSALS
G	RESERVED
H	PRICE BASIS

A. PROPOSAL CHECKLIST

All of the submission items to be evaluated pertain to the prime offeror; whether a single contractor entity, partnership or a joint venture. The Government will consider information provided concerning principal or primary subcontractors; however, unless convincing evidence is provided establishing the likelihood that those subcontractors will actually be available for this project, then that submitted information will largely be diminished in the evaluation and selection processes. At the same time, an offeror that intends to have significant on-site subcontractor participation (twenty percent or more in the performance of its on-site management efforts) should provide information pertaining to those subcontractors in accordance with the instructions provided below.

The following items or “minimum contents” are required to be submitted with and made a part of each offerors proposal. Extreme care and personal attention shall be given to assure that all required items are included in the proposal. A space is provided beside each item for checking as each action is completed. You must submit ONE (1) complete copy of your proposal.

1. PRICE/CERTIFICATION SUBMITTAL:

- a. Signed Solicitation, Offer and Award, SF 33 with Blocks 14-18 completed, including acknowledgment of all amendments, if any.
- b. Completed Bid Schedule (Section B).
- c. Completed Representations and Certifications, including Corporate Certificate/Authority to Bind Partnership (Section K). The offeror shall complete all items contained in the Representations and Certifications.
- d. Completed Defense Base Act Insurance Rate.

NOTE: Offeror shall complete all items contained in the Representations and Certifications, Section K.

- (1) If the offeror is a corporation, completed Corporate Certificate, OR
- (2) If the offeror is a partnership, completed Authority to Bind Partnership and provide a copy of the Partnership Agreement, OR

- ___ (3) If the offeror is a joint venture, completed Corporate Certificate for each member of the joint venture and provide a copy of the Joint Venture Agreement

(End of instruction)

B. PROPOSAL FORMAT AND CONTENT

1. All offerors are required to submit a proposal with the minimum content as specified herein. Proposals without the minimum content may be determined non-responsive.

2. The proposal should contain a master "Table of Contents" for the total proposal. This master index should identify major areas by title, as well as page numbers and volume location. A copy of this master "Table of Contents" should be placed in front of each volume making up the total proposal.

3. SUBMITTAL

a. VOLUME I – PROPOSAL SUBMISSION

___ (1) Signed Solicitation, Offer and Award, SF 33, with Blocks 12-18 completed, including acknowledgment of all amendments, if any.

___ (2) Completed Representations and Certifications.

b. VOLUME II – TECHNICAL PROPOSAL

Page Limitation is not to exceed 100 pages.

___ (1) Technical, in accordance with Section M.

___ (2) Management Plan, in accordance with Section M.

c. VOLUME III – PRICE

___ Price, in accordance with Section M.

No page limitation.

Offerors shall complete and attach Section B – Supplies or Services and Prices of the solicitation.

(End of instruction)

C. CHANGES MADE PRIOR TO DATE SET FOR OPENING PROPOSALS

The right is reserved, as the interest of the Government may require, to revise or amend this Request for Proposal prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for opening proposals.

(End of Instruction)

D. RESERVED.

(End of Information)

E. SUBMITTING QUESTIONS

Questions may be submitted to U.S. Army Corps of Engineers, Afghanistan Engineer District - South, ATTN: CETAS-CT, ATTN: Mr. Benjamin Jenkins or Mr. Harry Shatto. The preferred method of receiving questions is by sending an email to TAS.CONTRACTING@USACE.ARMY.MIL. Prepare your questions in Microsoft Word and attach the questions (use a separate attachment) to the e-mail message. All questions must be received no later than fourteen (14) calendar days after issuance of the Request For Proposal (RFP). Answers will be provided to all offerors being solicited.

(End of Instruction)

F. ADDRESSING PROPOSALS

E-MAILED PROPOSALS TO THE FOLLOWING WEBSITE: TAS.CONTRACTING@USACE.ARMY.MIL

For proposal due date and time, see paragraph 9 of Standard Form 33, "Solicitation, Offer, And Award".

G. RESERVED.

H. PRICE BASIS

Offerors are advised that only proposals submitted on a firm fixed price basis will be considered, and that offers submitted on any other basis will not be considered.

I. PAST PERFORMANCE QUESTIONNAIRE

Offeror(s) shall use the past performance questionnaire as identified in the solicitation. Offeror(s) shall submit the questionnaire to be completed by those customers or past customers, then the questionnaires must be submitted to USACE, AES-Contracting office at TAS.CONTRACTING@USACE.ARMY.MIL. Offeror(s) shall not include past questionnaires in the proposal. Past performance questionnaires will be considered for evaluation if received by the proposal due date and time listed in BLOCK 9 of the SF-33.

(End of Instruction)

INDEX

Section L Clauses Index

52.214-34	Submission of Offers In the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2004
52.216-1	Type of Contract	APR 1984
52.233-2	Service of Protest	SEP 2006
252.215-7003	Excessive Pass-Through Charges—Identification of Subcontract Effort	MAY 2008

CLAUSES INCORPORATED BY FULL TEXT**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(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 offerors 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 sub factors 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 offerors initial proposal should contain the offerors 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 offerors offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of provision)

Section M - Evaluation Factors for AwardEVALUATION FACTORS

Section M - Evaluation Factors for Award

EVALUATION FACTORS

Evaluation Criteria

1. Award of a contract will be made to the responsible offeror whose overall proposal is determined to be the most advantageous to the Government. Pricing will be evaluated in accordance with balance, completeness and reasonableness criteria that are described below. Non-pricing features of each proposal will be evaluated against the Request for Proposal (RFP) requirements, assessing *strengths, weaknesses* and *deficiencies* of each proposal in light of the non-pricing evaluation criteria that is also described below. Non-pricing features of an offerors proposal will be evaluated in such a manner as to assess the value of those features as compared to the proposed prices or costs to the Government. Implicit in this process is the Government's willingness to accept other than the lowest priced offer, if the added benefits of a higher priced offer outweigh the additional cost or price involved.

2. The Government will consider the following three evaluation factors:

- **Technical**
- **Past Performance**
- **Price**

Both Technical and Past Performance evaluation factors will be equally weighted with each one more important than the Price evaluation factor.

Any offeror that receives an overall unacceptable rating in the Technical evaluation factor will not be eligible for award and will be removed from further consideration for award.

Any offeror that receives an overall poor rating in the Past Performance evaluation factor will not be eligible for award and will be removed from further consideration for award.

3. Technical Evaluation Factor.

- a. Technical Evaluation Sub-factors.

The Technical evaluation factor is further divided into the following four sub-factors: CARB Certification, Resources, Ramp-Up Time, and Management Plan.

- **Commercial Air Review Board (CARB) Certification**
CARB certification is required by DoD Instruction 4500.53 (October 20, 2008). Any offeror proposing on this requirement will need to be CARB certified upon contract award, or be able to attain CARB certification within 6 months of contract award.

- Resources

The contractor must be in direct control of the resources necessary to satisfy the requirements of the PWS at the time of contract award. The following resources will be considered when evaluating this sub-factor: aircraft and key personnel.

- Aircraft

The contractor must present a minimum of two aircraft that satisfy the requirements of the Performance Work Statement (PWS).

- Key Personnel. The following three key personnel will be evaluated: Pilots, Program Manager, and Operations Manager.

- **Pilots**

The offeror shall provide a minimum roster of 4 pilots that will be utilized to satisfy the requirements of the PWS. All pilots must be fully qualified to operate the proposed aircraft, must be fluent in English, and must have a Federal Aviation Administration (FAA) and/or equivalent Civil Aviation Authority (CAA) commercial operator certificate. The offeror shall provide documented proof of the operator certificates. The pilots must be direct employees of the offeror or direct employees of a partner company, or the offeror must present signed Letters of Intent indicating full-time employment will be accepted by the pilot upon contract award.

- **Program Manager**

The offeror shall provide the name and qualifications of the Program Managers (primary and alternate) that will be used to support this project. The Program Managers must have experience managing air transportation support services, must be fluent in English, and must possess a U.S. issued SECRET security clearance or NATO equivalent at the time of award.

- **Operations Manager**

The contractor shall provide the name and qualifications of the Operations Managers (primary and alternate) that will be used to support this project. The Operations Managers must have experience managing air transportation support services, must be fluent in English, and must possess a U.S. issued SECRET security clearance or NATO equivalent at the time of award.

- Ramp-Up Time

The contractor will indicate the number of days after contract award necessary to achieve full performance along with a convincing narrative statement to justify and explain the required ramp-up time. The contractor must consider all facets required to achieve full performance to include any deployment processing times, in-theater badging and security requirements.

- **Management Plan**

The contractor shall present a plan outlining the strategy to be used to satisfy the concept of operations detailed in Part 5 of the Performance Work Statement (PWS). The management plan must detail the contractor’s Quality Control Plan (QCP). As discussed in Part 1, paragraph 1.6.1 of the PWS, the contractor shall develop and maintain an effective quality control program to ensure the contracted services are performed in accordance with the PWS. Offerors are encouraged to detail the project and project management challenges. Describe your assigned risk level to meet the minimum of 90 hours of support service required each month and your strategy to be used to satisfy the concept of operations contained in PWS. In addition, detail your sub-contractor control and management plan (if applicable), and describe your strategy to satisfy the security and badging requirements necessary to satisfy the requirements of the PWS.

b. **Technical Evaluation Process.**

The Technical Evaluation Factor will be evaluated in a 2-step approach:

Step 1: CARB certification

An unacceptable rating in the CARB sub-factor evaluation will result in an overall unacceptable rating under the Technical factor.

Step 2: Evaluation of remaining sub-factors

During Step 2, the Resources and Ramp-Up Time sub-factors will be equally weighted, with the Management Plan sub-factor being more important than either one.

Any offer that receives an overall unacceptable rating in the Technical evaluation factor will not be eligible for award and will be removed from further consideration for award.

c. **Adjectival Ratings.** The following adjectival ratings will be used in evaluating the overall Technical Evaluation Factor and sub-factors as delineated below:

1) **CARB Certification.** The following adjectival ratings will be used to evaluate this sub-factor:

Rating	Parameter
Outstanding	Offeror CARB certified at time of award
Acceptable	Offeror presents convincing evidence that CARB certification can be reasonably obtained within 6 months of award
Unacceptable	Offeror fails to present convincing evidence that CARB certification can be reasonably obtained within 6 months of contract award

2) **Resources, Management Plan, and Overall Technical Evaluation Factor rating.**

The following adjectival ratings will be used to evaluate the Resources and Management sub-factors as well as the overall Technical Evaluation Factor:

Rating	Parameter
Outstanding	The proposal satisfies all of the Government's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the Government's requirements.
Good	The proposal satisfies all of the Government's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall low to moderate degree of risk in meeting the Government's requirements.
Acceptable	The proposal satisfies all of the Government's requirements with minimal detail to indicate feasibility of the approach and shows a minimal understanding of the problems, with an overall moderate to high degree of risk in meeting the Government's requirements.
Marginal	The proposal satisfies all of the Government's requirements with minimum detail to indicate feasibility of approach and shows a minimal understanding of the problem with an overall high degree of risk in meeting the Government's requirement.
Unacceptable	The proposal contains major error(s), omissions(s) or deficiency(ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal

3) Ramp-Up Time.

4)

The following adjectival ratings will be used to evaluate this sub-factor:

Evaluation	Number of Days
Outstanding	30 days or less
Good	60—31 days
Acceptable	90---61 days
Marginal	120---91days
Unacceptable	More than 120 days

4. Past Performance Evaluation Factor.

a. Past performance pertains to how well an offeror has performed past work that is an indicator of future performance. Offerors are reminded that the responsibility of ensuring the past performance questionnaires are received by the Government within the time constraints of the solicitation rests with the offeror. If an offeror is a joint venture or partnership, information pertaining to past performance should be presented for each member of the joint venture or partnership (unless the information being presented is in regard to the joint venture or partnership as constituted in response to this solicitation). Although the Government prefers all members of a joint venture or partnership to have satisfied or excelled in all areas of the questionnaire, the Government will consider the complementary aspects of the separate participants in a joint venture or partnership. However, an offeror with previous applicable past performance as a joint venture or partnership as is now being proposed will be given greater weight than a newly formed joint venture or partnership that has no previous past performance history working together.

b. Past Performance Evaluation Process

In addition to evaluating the past performance questionnaires, the Government may seek and obtain past performance information pertaining to an offeror from governmental and non-government sources and databases.

Any offeror that receives an overall poor rating in the Past Performance evaluation factor will not be eligible for award and will be removed from further consideration for award.

c. Adjectival Ratings. The following adjectival ratings will be used in evaluating the offerors past performance:

Rating	Parameter
Outstanding	The offeror has a strong reputation for positive past performance in the qualities discussed above. Prior customers are generally very satisfied with the offerors work, cooperative manner and problem resolution. Customers would choose to do business with this firm again if given the

	choice.
Very Good	The offerors past performance generally demonstrates the qualities discussed above, with no significant deficiencies. Customers are satisfied with the firm's work, cooperative manner and problem resolution and would be willing to work with this firm again. Negative comments are considered by evaluators to be outweighed by a preponderance of positive references.
Good	References indicate that the preponderance of the offerors past performance demonstrates the qualities discussed above, with minor deficiencies. Most customers are satisfied with the firm's work, cooperative manner and problem resolution, and would be willing to work with this firm again, but some would not. Negative comments are considered by evaluators to be outweighed by positive references.
Neutral	No performance record is available (FAR 15.305).
Fair	Some references may be negative with respect to qualities discussed above, but the majority of references indicate that the qualities are demonstrated with minor deficiencies. References indicate that the majority of customers would not be willing to work with this firm again.
Poor	References indicate that the offeror generally fails to demonstrate the qualities discussed above or has significantly failed to demonstrate these qualities on one or more relevant project, or has significantly failed to demonstrate one or more of the qualities on multiple projects. This rating may be justified if one or more customers would choose not to work with this firm again. Significant negative comments are not to be outweighed by positives references.

5. Price.

- a. The Government will evaluate proposed price offers in order to identify risks to the Government based upon demonstration that:
 - (i) The offeror can successfully perform at the proposed price.
 - (ii) The prices are balanced. (Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.)
 - (iii) The proposal is complete. (*Completeness* is the degree to which an offeror has priced all aspects

of the work to be performed as defined by the Government furnished Proposal Schedule, i.e. Section B – Supplies or Services and Prices of the solicitation). The proposed prices shall include all costs necessary to satisfy the requirements of the PWS, to include overhead, profit, any escalation, inflation and subcontractor administration.

- (iv) The proposal is reasonable. (*Reasonableness* has to do with whether an offerors proposed prices compare favorably against the Independent Government Estimate (IGE) as well as against the proposed prices submitted by the other offerors.)
- b. The Government will make a determination of the likelihood of an offerors ability to successfully perform at the proposed prices.
- c. In order to arrive at a best value determination for the offered price, the Government will compute three separate price indexes using the pricing provided by the offeror evaluated against the following three scenarios:

Index 1: minimum monthly support (90 hours of fixed wing support)

Index 2: 125% minimum monthly support (112.5 hours of fixed wing support)

Index 3: 150% minimum monthly support (135 hours of fixed wing support)

The Government will use the three separate price indexes to ascertain the best overall price value for the requirement.

- 6. There are certain mandatory or minimum requirements that must be met for evaluation. There are also contained within the described factors certain documents for submission. Failure to satisfy any mandatory or minimum requirement may result in a determination that an offer is *unacceptable*. A final determination that an offer is *unacceptable* means that a contract award to the offeror involved cannot be made, in the best interest of the Government. Use of the words “will,” “shall” or “must” appearing in the solicitation evaluation criteria indicates mandatory requirements for which failure to comply, at the time and date for submission of proposals, may result in the offeror involved being disqualified from consideration for a contract award, unless the Government elects to initiate discussions with some or all of the offerors in accordance with appropriate provisions of the Federal Acquisition Regulation (FAR). Failure to comply with non-pricing or pricing requirements that are annotated with the words “should” or “may” may result in a lowering of an offerors non-pricing ratings involved and may have significant effect upon an offeror being selected for the contract award.
- 7. The Government intends to award a contract without discussions but reserves the right to hold discussions if the Government determines that to do so would be in its best interests.

PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire

Contractor Name:

Name of Person Providing Rating:

Contact Information (Phone # or e-mail address):

Positions at the time Contractor performed work being rated:

Year(s) Work was performed:

Geographic Location where Work was performed:

Date of Rating:

1. Overall, how would you rate the quality of work provided?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

2. Overall, how would you rate the timeliness of the work performed?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

3. How would you rate effectiveness at providing facilities/services at a reasonable cost?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

4. How would you rate performance providing a safe working environment?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

5. How would you rate overall cooperation?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

6. How would you rate overall commitment to customer satisfaction?

Excellent Marginal Neutral

Good Poor

Adequate Unknown

7. If you had the opportunity would you hire this contractor again?

Yes No

Additional Comments: (Here or on a separate sheet)