

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W5J9LE-11-R-0031	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19-May-2011	PAGE OF PAGES 1 OF 118
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355	CODE W5J9LE	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>
TEL:	FAX:	TEL: FAX:

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

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

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

The U.S. Army Corps of Engineers, Afghanistan District South intends to issue a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) for Construction and Design-Build Construction Services in support of Afghan National Security Forces (AFNS) facilities requirements in southern and western Afghanistan. This solicitation will result in a MATOC for five (5) years total, with a two (2) 24 month base year with three (1) one year options. The total shared contract capacity of the MATOC contracts(s) will be up to \$499,000,000 over the life of the MATOC. Up to approximately seven (7) awards may be made under this MATOC solicitation. Specific tasks for specific sites shall be specified in each task order. The point of contact for this effort is Raquel Blankenhorn at e-mail address Raquel.O.Blankenhorn@usace.army.mil and TAS.contracting@usace.army.mil.

Solicitation Format:

- Section 00010: Solicitation Summary
- Section 00100: Instructions to Offerors
- Section 00600: Representations and Certifications
- Section 00700: Contract Clauses
- Section 00800: Special Contract Requirements

11. The Contractor shall begin performance within 3 calendar days and complete it within 730 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

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

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM (hour) local time 18 Jun 2011 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

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

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

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

**See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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

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

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

## Section 00010 - Solicitation Contract Form

SOLICITATION CONTRACT FORMAT

The purpose of this Afghanistan Engineer District South (AES) Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) is to provide increased contracting capacity to the AES area of responsibility (AOR). This MATOC will provide for new construction, design-build (D-B), design-bid-build (D-B-B), site-adapt-construction (S-A-C) (which is design-build using bridging documents), utility construction, general building renovation, new road construction, and general environmental work including but not limited to, incidental minor construction, excavation, plumbing, demolition, electrical, structural, mechanical and concrete work. D-B-B, D-B, and S-A-C construction services task orders will provide the Government with a construction project delivery method that can accommodate quick and straight-forward projects, as well as some small but complex projects. These types of task orders can help minimize design effort and related overhead expenditures, as well as handle compressed schedules. Task orders will primarily include Afghan National Security Force (ANSF) construction and D-B and S-A-C projects, but may also include Commander's Emergency Response Program (CERP) and Military Construction (MILCON) projects involving a variety of trades.

Projects required under this contract will provide for facilities throughout Afghanistan District South (AES) area of responsibility (AOR). The following Provinces make up the geographic area to be covered by this solicitation: Badghis, Ghor, Herat, Nimroz, Helmand, Kandahar, Zabul, Uruzgan, Daykundi, and Farah.

The MATOC may result in approximately seven (7) awards. While the Government contemplates awarding a target of up to seven (7) contracts, it reserves the right to award more, less, or none at all. All MATOC task orders issued under any resultant contract(s) will be Firm-Fixed Price.

A Seed Task Order will be used as part of the MATOC evaluation process. This Seed project is an example of the typical projects that will be solicited under this MATOC. If the award of this project is determined to be in the best interest of the Government, it will become the initial task order for this MATOC.

The Procurement Strategy for the MATOC is the trade-off process under the best value continuum utilizing the procedures contained in FAR 15.101-1. Individual Task Orders may be selected using Lowest Price, Lowest Price Technically Acceptable or Best Value selection methods. The Government will evaluate the Offeror's non-price proposal before price is evaluated.

The resulting contracts will include clauses incorporating the Government's right to extend the term of the contract under contract options.

The MATOC contract will have a two (2)-year base period (not-to-exceed (NTE) 24 months) and three (3) one-year option periods (NTE 12 months each). The period for the options will be clearly stated in the solicitation using FAR Clauses 52.217-5. The minimum guarantee for each contract shall be \$50,000 which is considered compensation for all periods. The total value of the MATOC will not exceed \$499,000,000 (NTE 60 months each), which will consist of \$199 million for the two (2)-year base period and \$100 million for each of the three (3) option years.

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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Construction and Design-Build FFP Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Construction and Design-Build Construction services throughout southern and western Afghanistan. The base Period of Performance (PoP) will be for a term of twenty-four (24) months. Pricing will be evaluated on a per Task Order basis. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Construction and Design-Build FFP Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Construction and Design-Build Construction services throughout southern and western Afghanistan. The Period of Performance (PoP) will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Construction and Design-Build FFP Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Construction and Design-Build Construction services throughout southern and western Afghanistan. The Period of Performance (PoP) will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Construction and Design-Build FFP Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Construction and Design-Build Construction services throughout southern and western Afghanistan. The Period of Performance (PoP) will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$50,000.00		\$499,000,000.00

#### CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$50,000.00		\$199,000,000.00
1001		\$0.00		\$100,000,000.00
2001		\$0.00		\$100,000,000.00
3001		\$0.00		\$100,000,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$5,000,000.00		\$50,000,000.00
1001		\$5,000,000.00		\$50,000,000.00
2001		\$5,000,000.00		\$50,000,000.00
3001		\$5,000,000.00		\$50,000,000.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A

## Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO BIDDERS**INSTRUCTIONS TO OFFERORS****BASIC PROPOSAL SUBMISSION REQUIREMENTS**

1. The Government will not make assumptions concerning an Offeror's intent, capabilities, or experiences. Clear identification of proposal details shall be the Offeror's sole responsibility. The Government may reject incomplete proposals after initial evaluation without further consideration. Therefore, the proposal must meet the following basic requirements at the time of submission:
  - a. The Proposal shall be typed, submitted in English, and easy to read.
  - b. Proposal shall be organized, concise, and submitted in the volumes and in the order indicated below. Volumes shall be clearly identified and tabbed. Each factor and sub-factor shall be described in a separate tabbed section.
  - c. Proposals must be sent in two (2) separate volumes. Each volume shall be contained within a separate binder. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
  - d. Offerors shall verify that the information for all forms submitted are current, correct and complete including names of the points of contact, email address, fax number, and telephone number.
  - e. Proposal Schedule, Volume I, *Technical Proposal*, shall be completed in full and shall consist of Factor 1, *Experience*; Factor 2, *Resources*, inclusive of Subfactors; Factor 3, *Management Approach*; Factor 4, *Security Plan*; and Factor 5 *Past Performance*.
  - f. Proposal Schedule, Volume II, *Price Proposal*, (Factor 6) shall be completed in full. The ANA 215 MI MP Courthouse Project at Shorab (hereinafter "the Seed Task Order"), will be used to evaluate the Offeror's proposal for pricing. The proposal package for the seed project is attached as attachment 1 to the solicitation.
  - g. Offerors shall submit a separate CD copy for each proposal Volume (if CD submissions are made).
  - h. Offerors shall submit a signed Offer Standard Form 1442 in Volume II for this solicitation, including verification of all amendments received.
  - i. Offerors will be discouraged from submitting elaborate corporate marketing information, formatting, and special reproduction techniques.
  - j. If additional information is provided, it shall be with regard to the solicitation requirements only.
  - k. Failing to submit attachments may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and contact the Contracting Officer via email with questions regarding the instructions.

- l. Contractors are cautioned against submitting conditional proposals, or submitting proposals that contain reservations. Any exceptions or conditions provided by the Offeror will be clearly labeled as a separate section within the proposal package and listed in the table of contents. The Offeror should instead direct all questions and/or concerns to the Contracting Officer, in writing. Questions and/or comments received by the Contract Specialist later than fifteen (15) calendar days prior to the proposal due date shall not be entertained.
  - m. Proposal Expenses and Pre-Contract Costs: The solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Also, the Government will not be responsible for costs associated with preparing proposals for individual task orders.
  - n. Volume I shall be limited to no more than one hundred (100) pages in length. Each page of Volume I shall be numbered sequentially. Use only 8 ½ by 11 inch paper or A4 paper submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size of not less than 8-point and may be landscape-oriented. The use of hyperlinks to electronic materials in the proposal is prohibited.
  - o. Necessary charts and graphics may be larger than 8.5" x 11", but no larger than 11" x 17", and will count as one page. Charts and graphics should only contain the minimal text required to interpret the graphic (such as a concise caption or a map legend). Inclusion of excessive text on a graphic in an attempt to circumvent the page limitation will cause the graphic to be counted as more than one page.
  - p. All page margins must be at least 1-inch wide, but may include headers and footers. All pages shall be numbered and correlate to proposal index. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.
2. Joint Ventures
    - a. When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the financial surety instrument unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration.
    - b. If submitting a proposal as a Joint Venture, the experience, past performance, and management approach of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner will be considered the experience of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:
      - 1) A copy of their Joint Venture agreement in English.
      - 2) A detailed statement outlining the following in terms of percentages, where appropriate.
        - i. The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

- ii. The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
  - iii. The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
  - iv. The bonding responsibilities of the joint venture parties.
  - v. Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
  - vi. Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
  - vii. Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
  - viii. Identification of party furnishing the facilities, such as office supplies and telephone service.
  - ix. Identification of party having overall control of the joint venture.
- c. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture entities and identify the entity, or hired as employees of the joint venture.
  - d. If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture
  - e. If the Joint Venture is not organized according to U.S. Law, the Government reserves the right to review the actual Joint Venture agreement to determine its basis.
  - f. A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

**The proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity working successfully together previously on relevant projects.**

3. Key Subcontractors.

If an Offeror wishes to be credited with the experience of a key subcontractor or supplier (i.e., a firm that is not the prime contractor part of the Joint Venture) a letter of commitment signed by the key subcontractor and the prime contractor must be submitted. The commitment letter must be submitted even if the firm is in some way related to a Joint Venture Partner (for example, the key subcontractor is subsidiary of a Joint Venture Partner, or a subsidiary of a firm to which the Joint Venture partner is also a subsidiary). If an Offeror submits projects demonstrating experience by a key subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the Joint Venture Partners, the Offeror MUST submit a signed letter of commitment from the contractor who performed and completed the work. If a letter of commitment is not submitted, the experience will not be considered. Make sure to include as part of Volume I.

4. INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS

The Government PREFERS proposals submitted via email or on a CD. However, hard copy proposals will be accepted. Please contact Raquel Blankenhorn via email, for delivery instructions, if submitting hard copy proposals. If submitting hard copy proposals, the following format shall be utilized. Proposals shall be received at the following address by the date and time indicated on the Solicitation Standard Form 1442:

Raquel O Blankenhorn  
USACE-TAS-AES  
APO, AE 09355

Proposals submitted via email will be sent to the email addresses below and must be received by the date and time identified in the solicitation:

Email: [Raquel.O.Blankenhorn@usace.army.mil](mailto:Raquel.O.Blankenhorn@usace.army.mil) and [TAS.Contracting@usace.army.mil](mailto:TAS.Contracting@usace.army.mil)

5. PROPOSAL FORMAT

a. Proposals shall be submitted in the following format:

<u>Proposal Package</u>	<u>ORIGINAL</u>	<u>COPIES</u>	<u>CD</u>
<b>VOLUME 1 – TECHNICAL PROPOSAL</b>	<b>1</b>	<b>4</b>	<b>1</b>
<b>FACTOR 1</b> - Experience			
<b>FACTOR 2</b> – Resources			
<b>FACTOR 3</b> - Management Approach			
<b>FACTOR 4</b> - Security Plan			
<b>FACTOR 5</b> - Past Performance			

This volume shall also include the following:

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

	<u>ORIGINAL</u>	<u>COPIES</u>	<u>CD</u>
<b>VOLUME 2 - PRICE PROPOSAL</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>FACTOR 6</b> - Price			

This volume shall include the following:

- Solicitation - Signed Offer, Standard Form 1442
- Solicitation - Proposal Schedule (for the Seed Task Order)
- Solicitation - Section 00600 “Representations & Certifications”

## PROPOSAL FORMAT FOR VOLUME I

### FACTOR 1 - EXPERIENCE

**Submission Requirements:** The Proposal must contain no more than 7 projects containing the information as outlined by Attachment A1 Experience Overview Sheet, representing the Contractor's Construction and D-B experience performing work required on this solicitation. Submit all information requested by Form A1 Experience Overview Sheet and Form A2 Experience Information Fact Sheet.

1. Information for completing Form A1 and Form A2:
  - a. Complete an Experience Overview Sheet, Form A1, identifying the key construction features or activities that each Experience Information Fact Sheet (Form A2) submitted in your proposal represents. Offerors are limited to no more than seven (7) projects, that best represent the contractor's experience. If more than seven (7) projects are submitted, only the first seven (7) projects listed on Form A1 will be evaluated.
  - b. Also provide an Experience Information Fact Sheet, Form A2, for each project listed on Form A1 Experience Overview Sheet.

Do not list base ID/IQ contracts, such as Job Order Contracts (JOC) or MATOCs. Offerors are to provide individual task order or contract examples.

2. If a key subcontractor's experience is submitted for evaluation purposes, clearly address the experience possessed by those key subcontractors. Refer to paragraph III.2.b. (page 7).

### FACTOR 2 – RESOURCES

**Submission Requirements:**

The Government will evaluate the adequacy of the Offeror's proposed personnel and other resources to successfully complete the program. Proposals will address how the Offeror will have adequate personnel and equipment for the various construction services and capacity identified in this MATOC, in light of any other ongoing projects and contractual commitments it may have within Afghanistan and/or Iraq.

#### **Sub-factor 1 - PROGRAM EXECUTIVE TEAM:**

1. Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the contract. These are defined as "Program Executive Team" (PET) and are those persons whose resumes should be submitted for evaluation with its proposal. The Offeror shall submit resumes for personnel on the PET and an organization chart, depicting the superior/subordinate structure. The PET is defined as the Offeror's team that holds ultimate responsibility for the overall MATOC execution and all task orders executed under this contract.
2. The Offeror shall submit comprehensive descriptions of duties, roles, major responsibilities, and authorities for PET, presented as a logical approach to perform the work throughout the contract, including which roles and personnel are identified to communicate with the Government.

3. The Offeror's proposal shall identify members of the PET and explain their roles and responsibilities.

Resume information to be provided shall be limited to no more than two (2) pages per person and shall include the following information as a minimum:

- Name and title;
- Description of position held with Offeror's company;
- Name of firm with which associated, if not the Prime;
- Years experience with this firm and with other firms;
- Education degree(s), year, institution, specialization;
- Active professional registration, year first registered, if applicable;
- Other experience and qualifications relevant to same/similar work required under this contract

**Sub-factor 2 – RESOURCE PLANNING:**

The contractor shall demonstrate its plan and methods for coordinating the resources necessary to perform a task order under the MATOC using the Seed Task Order as an example plan. The contractor shall demonstrate how, in the event its project schedule slips, it will provide additional resources (management, labor, and equipment) in a timely manner to ensure completion in accordance with the required performance period. Based on the Seed Task Order, which contains K-Span construction, the Contractor shall provide an equipment plan to specifically address all K-Span equipment required to accomplish the K-Span construction, as well as the ability to obtain additional equipment in the event the project schedule slips. The plan shall include the manufacturer, model, age and prior usage of all K-Span equipment. The Contractor shall include in the plan the number of machines to be used concurrently and whether the machines are rented or purchased. The plan shall also include the number of cranes to be used concurrently on the job site, as well as the Offeror's means to obtain additional equipment in the event the project schedule slips.

**FACTOR 3-MANAGEMENT APPROACH**

***Submission Requirements:*** For this factor the Offeror must submit a management approach for successful execution of the contract and a graphical and narrative description of its planned organization structure, specific to the Seed Task Order.

1. An organization chart that shows the lines of authority for the execution of this contract and clearly shows the reporting chain of the Offeror's Quality Control and Safety Organization, including all Joint Venture Partners and Key Subcontractors. The chart must identify all offices involved in the contract from the Offeror's Headquarters through to the Offeror's site office and how they are related, if applicable. Only a single organizational chart, comprehensive for the entire contract, shall be submitted. Lines of authority shall be clearly shown. All key positions must be identified on the organization chart by title, organization, and physical location.

2. A narrative description of the organization structure. Descriptions of the roles, major responsibilities, and authorities of all Joint Venture Entities, Key Subcontractors, and key personnel. The position titles used in the narrative must match those used in the organization chart. Where positions are project specific, the Offeror will base the organization structure on the Seed Task Order. Key personnel include, but are not limited to the Project Manager, Designers, all Safety and Quality Control Personnel (including for both design and construction), Site Superintendents, any other personnel required to communicate with the Government on a recurring basis, and any other positions the Offeror believes should be reasonably considered key personnel under the contractor's management structure and within its plan to execute the work. The proposal shall clearly explain the lines of communication of the key personnel, between each other and with the U.S. Government.
3. The Offeror's plan for performance of the Seed Task Order, including start-up/mobilization, plan to staff its field office(s), and plan, in general, to resource the Seed Task Order to include work that will be done by the prime and that to be accomplished by subcontractors.
4. The plan shall address the relation of the members of the on-site construction team such as Project Manager(s), Quality Control Manager(s), Safety Manager(s), and Site Superintendent(s) to one another, and to the Project Executive Team.
5. AFGHAN DEVELOPMENT. Afghan Development documents the Offeror's capabilities and commitment to use local labor, subcontractors and suppliers in the performance of the project. Offerors shall submit a plan for how they will utilize, train, and transfer knowledge, skills and abilities to an Afghan workforce. The plan shall address Afghan business utilization by presenting: materials, equipment, and supplies from Afghan businesses. Identify a target value for subcontracts and purchases from Afghan businesses. Identify the method for selecting and vetting Afghan business (services and trading companies) that will be utilized in the performance of the contract. Describe the plan for identifying, selecting and vetting Afghan citizens for employment.

#### **FACTOR 4: SECURITY PLAN**

***Submission Requirements:*** The Offeror must provide a summary draft Security Plan specific to the geographic area of the Seed Task Order location. The plan must discuss how the specific requirements included in Technical Specification §01040, *Security*, will be met. The plan must specifically address the Offeror's plan to hire and train the security force; and a description of its employee vetting/screening process. The Offeror must provide either a letter of commitment from a Private Security Contractor (PSC) licensed to perform within Afghanistan or make note of its intention to request to self-perform security functions. (The letter of commitment will not count against the page limitation.)

#### **FACTOR 5 - PAST PERFORMANCE**

***Submission Requirements:***

1. Letters, Certificates, Commendations and Awards

Provide, if available, evidence of quality work such as letters, certificates, commendations and awards. Documentation provided must be for the projects listed on Form A1 and should be placed immediately behind Form A2.

1. Form A2

Ensure there is sufficient contact information provided on Form A2 in order for the Government to verify past performance. Fully explain problem resolution and contract time extensions.

## 2. Government Availability of Existing Past Performance

a. The Corps of Engineers maintains an electronic database containing final evaluations of contract work known as "Construction Contractor Appraisal Support System (CCASS)". CCASS information has now been placed in a data bank for all of Department of Defense known as "Past Performance Information Retrieval System (PPIRS)". Government agencies, including the US Army Corps of Engineers, have access to the PPIRS and it is the Department of Defense preferred method to gather past performance data for Offerors seeking to do business with the Government. The Past performance data remains in the PPIRS up to six (6) years from contract completion date. If available, the PPIRS information will only be used for work performed within the last five (5) years.

b. Offerors are reminded that the Government reserves the right to obtain past performance information from any source available, and has the right to contact customers other than those listed by the Offeror to evaluate past performance.

**With respect to Joint Ventures, the proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity working successfully together previously on relevant projects.**

## **PROPOSAL FORMAT FOR VOLUME II**

**Submission Requirements:** The following Price Proposal and Administrative requirements shall be submitted at the same time as the submission of the Technical Proposal (Volume I).

### **Information to be provided in Volume II**

1. Offerors shall submit a completed Proposal Schedule, Section 00010, provided in the seed task order in attachment 1, containing the Contractor's Price.
2. Offerors shall submit one completed Price Breakdown - Binding Rate Table (Appendix C) for G&A (General & Administrative) for the Home Office Program Executive Team. The proposed G&A rate will be binding for the term of the contract, as a maximum or ceiling rate, that may be proposed in any task order under this contract.
3. The Offer (SF 1442) duly executed with an original signature by an official authorized to bind the company.
4. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 1442 (amendment form).
5. Section 00600 "Representations and Certifications" must be fully completed.
6. The name, address, telephone and fax numbers, e-mail addresses of the Point(s) of Contact with the authority to legally bind the Contractor.
7. Name, Address, DUNS, CAGE, and TAX Identification Number of the Contractor submitting the proposal.

**FACTOR 6 – PRICE**

The Price factor will evaluate the Offeror's proposal for the Seed Task Order. For this factor the Offeror must submit a complete Proposal Schedule, Section 00010. To be complete, the Offeror must provide all data that is requested and necessary. The Offeror must also submit a completed Price Breakdown - Binding Rate Table (Appendix C).

Failure to submit Section 00010 and failure to complete all Line Items on Section 00010 and/or failure to submit Appendix C may result in the Offeror's proposal package being rejected by the Government after initial evaluation, without further consideration.

**EVALUATION FACTORS FOR AWARD**

1. Evaluation Factors. IAW FAR 15.304, the following Factors will be considered in evaluating the proposals:

**FACTOR 1** - Experience

**FACTOR 2** - Resources

**FACTOR 3** - Management Approach

**FACTOR 4** - Security Plan

**FACTOR 5** - Past Performance

**FACTOR 6** - Price

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

**FACTOR 1** - Within the Experience Factor there are no Subfactors.

**FACTOR 2** - Within the Resources Factor there are two Subfactors. Subfactor 2, Resource Planning is more important than Subfactor 1, Program Executive Team ("PET")

**FACTOR 3** - Within the Management Approach Factor there are no Subfactors

**FACTOR 4** – Within the Security Plan Factor there are no Subfactors

**FACTOR 5** – Within the Past Performance Factor there are no Subfactors.

**FACTOR 6** – Within the Price Factor there are no Subfactors

The non-price factors are weighted as follows: In determining the overall best value, Technical is the most important factor. The Technical Factor rating shall be a roll-up of Factors 1, 2, 3 and 4 (Experience, Resources, Management Approach and Security Plan). The overall Technical Factor rating is more important than Factor 5 (Past Performance) and when taken together, the non-price Factors are significantly more important than Factor 6, Price.

### 3. Definitions

- a. **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- b. **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance.
- c. **Significant Weakness.** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- d. **Strength.** Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.
- e. **Significant Strength.** A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

4. **Basis for Award.** Subject to the provisions contained herein, award will be made to one or more Offerors who is/are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), conform(s) to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Best Value (Trade-off process) to the Government. The proposals will be evaluated on six (6) evaluation Factors. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. An Offeror that receives a rating of Unsatisfactory in any area shall be excluded from further consideration. Resultant Task Orders will be issued on a Firm-Fixed Price basis. Individual Task Orders may be selected using either the Low Price Technically Acceptable or Trade-Off process under the Best Value continuum. As technical proposals become more equal, price becomes more important. While the Government contemplates awarding a target of up to seven (7) contracts, it reserves the right to award more, less, or none at all.

1. **Discussions:** It is the Government's intent to award without discussions. However, in accordance with FAR 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified in accordance with FAR 15.503.
2. **Competitive Range:** The competitive range may be limited for purposes of efficiency in accordance with FAR 15.306(c)(2). Offerors are urged to offer their best terms and prices in initial proposals, since less than the best potential price(s) could result in exclusion of the proposal from further consideration. The Government reserves the right to award to other than the lowest proposed price. However, the degree of importance of price related elements as a factor will become greater as the technical proposals approach equality. As technical proposals become more equal, price becomes more important in selecting the Best Value to the Government. Unrealistically high or low proposed prices may be grounds for eliminating a proposal from the competitive range based upon assessment that the Offeror does not understand the requirement or the Offeror has made an unrealistic proposal.

## **FACTOR 1- EXPERIENCE**

The Government is interested in the Offeror's experience as a prime contractor on previous construction or design-build projects. Greater weight will be given to experience presented by the offeror that is both relevant and recent. Relevant experience is demonstrated by providing project information fact sheets that demonstrate project experience similar to the construction services identified in this solicitation and the specific construction features or activities defined in paragraph B & C below. Projects completion that is closer to the due date of the proposal will be given greater weight as it relates to relevancy. An Offeror's experience will be evaluated in order to ensure that an Offeror possesses the necessary expertise to successfully perform construction of the Project. Experience information should also be provided for its subcontractors where the on-site subcontracting effort is twenty percent or more of the onsite management and construction work.

The Government will not consider in the evaluation and selection processes experience information pertaining to firms that would have no actual hands-on involvement in an Offeror's performance of the Project. Examples of this would be the providing of experience information pertaining to parent or sister companies and firms that are not actually involved in the performance of the solicitation work. If such affiliated firms will participate, the offer must clearly specify so.

### **Minimum Threshold**

The Offeror must have completed at least one project within the last five (5) years, (determined based on the due date for receipt of proposals) with an awarded value of \$10 Million or more. The Offeror cannot combine separate contracts or task orders completed concurrently to meet the \$10 Million requirement. If no project experience is submitted that meets this threshold requirement, the entire proposal will be disqualified from further consideration.

### **Areas of Interest**

An Offeror should identify construction or design-build projects that are of the same magnitude as the expected task orders (between \$5 Million and \$50 Million), performed during the last five years, and that contains structures similar to those contemplated by this solicitation. These structures are similar to those identified in paragraph B below and contained within the seed task order at attachment 1.

***Evaluation Criteria:*** The Offeror will be evaluated on the relevancy of the experience demonstrated in the submitted EXPERIENCE OVERVIEW SHEET, Form A1, and EXPERIENCE INFORMATION FACT SHEET, Form A2.

B. The offer will receive additional weight for this factor for:

- projects with the following features (the more of which possessed, the more weight given for each):
  - a. Design-Build (D-B) projects
  - b. Site-Adapt-Construction (S-A-C)
  - c. CMU construction methods
  - d. Multi-story construction
  - e. Barracks
  - f. Dining facilities
  - g. Utilities
  - h. Security
  - i. New road construction
  - j. Airfields: (Runways/Taxiways/Aprons/Ramps/Shelters)
  - k. Construction experience in contingency environments
- projects similar in magnitude;

- projects demonstrating the Offeror's ability to manage multiple projects simultaneously;
- projects where the Offeror acted as a prime contractor;
- projects performed in Afghanistan or Iraq;
- projects performed for the U.S. Army Corps of Engineers;
- projects performed within the last three years;
- projects which demonstrate the Offeror's experience with the construction of facilities utilizing a significant amount of K-Span (or other formed arched steel) building methods will receive considerable weight. The K-Span experience of a subcontractor which has sign a letter of commitment with Offeror will also be considered. Such letter of commitment shall be included in the experience portion of the proposal.

**\*Disclaimer: The term K-span refers to a proprietary arch span type structural system. Wherever the term K-span is used throughout this solicitation it refers to K-span type system or equivalent.**

C. Experience examples completed more than five years ago (determined based on the due date of proposals) will be disregarded without further consideration. Experience examples of a magnitude less than this Project (\$10 million - \$25 Million) will receive less weight. Experience examples with scopes of work dissimilar to B. a. - k. above will receive little weight. Experience examples where the Offeror served as a subcontractor will receive little weight. Experience examples where the Offeror served as a subcontractor should explain what portions of the work the Offeror performed, or they will receive no weight.

D. The following information should be provided concerning each of these projects: project name; description of the project involved; description of the work actually performed by an Offeror or its subcontractor(s); whether the Offeror or subcontractor was the prime contractor or a subcontractor on that project; location of the project; when the project was completed (if not completed, current progress percentage); and dollar value of the work actually performed by the Offeror or its subcontractor.

E. Contact information should be provided for customer or client personnel **with no affiliation to the Offeror** that are directly familiar with the Offeror's performance on the projects submitted as examples of its experience. Contact information should include names and positions for the customer and client personnel identified along with their e-mail addresses (the preferred means of contact) and or telephone/facsimile numbers.

**A JV's experience examples will receive greater weight if the proposal contains evidence of the Joint Venture Entity working successfully together previously on relevant projects.**

The adjectival ratings from FACTOR 1: EXPERIENCE are listed and defined below:

**EXCELLENT** – The Offeror demonstrates that it has extensive experience in all, or nearly all kinds of work listed in the Submission Requirements for this Factor. The proposal offers numerous strengths or significant strengths and essentially no weaknesses or significant weaknesses, which can be expected to result in excellent performance. The proposal contains no deficiencies. **RISK LEVEL: Very Low.**

**GOOD** – The Offeror demonstrates that it has more than sufficient experience in most kinds of work listed in the Submission Requirements for this Factor. The proposal offers some strengths or significant strengths and relatively few weaknesses or significant weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. **RISK LEVEL: Low**

ACCEPTABLE– The Offeror demonstrates that it has sufficient experience in some kinds of work listed in the Submission Requirements for this Factor. The proposal offers strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies. **RISK LEVEL: Moderate**

MARGINAL – The Offeror lacks sufficient experience in the kinds of work listed in the Submission Requirements for this Factor. The proposal contains weaknesses, significant weaknesses and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses and/or deficiencies are likely to result in less than acceptable performance. **RISK LEVEL: High**

UNACCEPTABLE – The Offeror demonstrates it will very likely not be capable of meeting all requirements and objectives for the Experience Factor. The proposal contains numerous weaknesses, significant weaknesses and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses and/or deficiencies are likely to result in highly unsatisfactory performance. **RISK LEVEL: Very High**

## **FACTOR 2: RESOURCES**

### **Sub-factor 1 – PROGRAM EXECUTIVE TEAM (“PET”):**

Experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the contract. The PET is the Offeror’s senior leadership team that holds ultimate responsibility for the overall MATOC execution and all task orders executed under this contract.

**Evaluation Criteria:** The PET will be evaluated on the following:

- a. Availability of the PET to project managers executing individual task orders under this MATOC
  - b. Team’s authority to make quick financial decisions critical to individual task order’s success, and to the overall success of the program.
  - c. A team with clear objectives for its program, as well as clear policies and plans designed to achieve these objectives.
  - d. PET’s empowerment of the Project Manager to make decisions on projects through delegation of authority.
2. Resumes of the PET
  3. Comprehensive descriptions of the duties, roles, major responsibilities and authorities for PET, presented as a logical approach to perform the work throughout the contract, including which roles and personnel are identified to communicate with the Government.

4. Organization chart of the PET, depicting the superior/subordinate structure
  - a. Narrative description clearly displaying the planned organization structure including Program/Project Manager and logical distribution of the PET

Greater weight will be given for:

- A quality PET, as described in the RFP.
- PET members that are degreed and have a minimum of five (5) years of professional experience in that field. The greater the experience over this threshold, the greater the weight placed on this aspect of the offer.
- Degrees from an accredited US College/University or an internationally recognized and accredited non-US College/University.
- Advanced professional degrees (graduate or doctoral), in the field particular to the position, for any of the PET members.
- Experience doing business with the U.S. Government in a contingency environment.
- Personnel with professional experience on K-Span construction projects.
- Personnel who have been employed by the Offeror for three (3) years or more; the longer the individual's relationship to the Offeror over this threshold, the greater the weight placed on this aspect of the offer.

A provision to the following effect will be included in the Contract:

By submitting certain key personnel with its offer, known as the Program Executive Team ("PET"), the Contractor has committed to the Government that such personnel shall not be removed from the Contractor's MATOC program or replaced without providing the Contracting Officer and COR with a minimum of fourteen (14) days in advance, unless a medical emergency prevents such notice. In such cases, the Contractor will provide reasonable notice under the circumstances. Further, if PET members become, or are expected to become unavailable for work under this contract for a continuous period exceeding (forty-five) 45 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing.

The Contractor shall, subject to the concurrence of the Contracting Officer or their authorized representative, promptly replace such personnel with personnel possessing at least the same minimum educational credentials, ability, and qualifications required in the evaluation criteria for this solicitation. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other reasonable information requested by the Contracting Officer or needed by to approve or disapprove the proposed substitution. The Contracting Officer or their authorized representative will evaluate such requests and promptly notify the Contractor of their approval or disapproval thereof in writing. The Contractor's refusal to replace such key personnel as described herein shall constitute grounds for the Contracting Officer to find the Contractor in default.

The adjectival ratings from FACTOR 2: RESOURCES, Sub-factor 1: PROGRAM EXECUTIVE TEAM are listed and defined below:

**EXCELLENT** – The Offeror’s Program Executive Team demonstrates that they possess all, or virtually all the breadth and depth of education, professional experience and quality attributes necessary to ensure the firm’s execution of task order work. The Sub-factor offers numerous strengths or significant strengths and essentially no weaknesses or significant weaknesses, which can be expected to result in outstanding performance. The proposal contains no deficiencies. **RISK LEVEL: Very Low**

**GOOD** – The Offeror’s Program Executive Team demonstrates that they possess most of the breadth and depth of education and professional experience necessary to ensure the firm’s execution of task order work. This sound approach includes strengths or significant strengths, and relatively few weaknesses or significant weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. **RISK LEVEL: Low**

**ACCEPTABLE**– The Offeror’s Program Executive Team demonstrates that they possess some of the breadth and depth of education and professional experience necessary to ensure the firm’s execution of task order work. The approach might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies. **RISK LEVEL: Moderate**

**MARGINAL** – The Offeror’s Program Executive Team demonstrates that they do not possess all the breadth and depth of education and professional experience necessary to ensure the firm’s execution of task order work. The approach contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance. **RISK LEVEL: High**

**UNACCEPTABLE** – The Offeror’s Program Executive Team fails to meet the Government’s objectives and demonstrates that the contractor lacks a complete understanding of the nature of the team necessary to satisfy the Government’ requirements. This approach contains numerous/weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory performance. The Government has no confidence that the Offeror can successfully perform the anticipated services. **RISK LEVEL: Very High**

#### **Sub-factor 2 – RESOURCE PLANNING:**

**Evaluation Criteria:** The Offeror’s Resource Planning will be evaluated on the following, using the Seed Task Order as the example:

1. The ability of the Offeror to provide equipment to specifically address all K-Span equipment needs required to accomplish a typical K-Span construction project.
2. The Offeror’s planned K-Span equipment, to include the manufacturer, model, age and prior usage of equipment.
3. The Offeror’s planned number of K-Span machines to be used concurrently and whether the machines are rented or purchased.
4. The Offeror’s plan for number of cranes to be used concurrently on the job site.

5. The ability of the Offeror to provide additional resources (management, labor and equipment) in a timely manner to ensure completion of a project on time.
6. A well-thought-out plan with regard to the integration of subcontractors into the work;
7. An organization flow chart that indicates clear lines of authority and responsibilities for each of the positions indicated;
8. A plan to control the project schedule during construction that recognizes the potential schedule challenges unique to this project, and identifies proven methods to regain lost time;
9. All necessary equipment and management resources to successfully complete the Project on time within the prescribed performance period;

10. A realistic K-span construction plan, which includes all appropriate materials, K-Span equipment, and cranes the Offeror plans to employ, as well as the means to obtain them and transport them to the Project. Generic descriptions of the Offeror's plan will receive little weight. Generic plans not specifically tailored to this Project will receive little, if any, weight. Plans which include only conclusory statements regarding the Offeror's intention to obtain needed equipment and management resources to successfully complete the Project will be given little, if any, weight.

Greater weight will be given to proposals containing:

- evidence of a documented commitment to purchase K-Span machines, dependent on award of this contract, versus an intention to rent K-Span machines;
- evidence the Offeror has obtained a committed source of labor reserves;
- evidence the Offeror has obtained a committed source of qualified, experienced on-site management reserves;
- a well-thought-out plan with regard to the integration of subcontractors into the work;
- an organization flow chart that indicates clear lines of authority and responsibilities for each of the on-site positions indicated;
- a plan to control the project schedule during construction that recognizes the potential schedule challenges unique to this project, and identifies proven methods to regain lost time;
- all necessary equipment and management resources to successfully complete the Project on time within the prescribed performance period;
- a realistic K-span construction plan, which includes all appropriate materials, K-Span equipment, and cranes the Offeror plans to employ, as well as the means to obtain them and transport them to the Project.

The adjectival ratings from FACTOR 2: RESOURCES, Sub-factor 2: RESOURCE PLANNING are listed and defined below:

**EXCELLENT** – The Offeror’s Resource Planning demonstrates exceptional merit and reflects an excellent approach to the Government’s requirements that clearly reflects it understands all resource-related issues involved in successfully executing the work. This clearly achievable approach includes numerous strengths or significant strengths and essentially no weaknesses or significant weaknesses, which will not result in any resource related issues during contract performance. The proposal contains no deficiencies. **RISK LEVEL: Very Low**

**GOOD** – The Offeror’s Resource Planning demonstrates a sound approach to the Government’s requirements which meets all requirements and objectives and reflects it understands all significant resource-related issues involved in successfully executing the work. This sound approach includes strengths or significant strengths, and relatively few weaknesses or significant weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. clear understanding of the Government’s requirements. The Sub-Factor offers strengths or significant strengths, and few relatively minor weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. **RISK LEVEL: Low**

**ACCEPTABLE**– The Offeror’s Resource Planning demonstrates an approach to the Government’s requirements which meets most requirements and objectives and reflects it understands most of the significant resource-related issues involved in successfully executing the work. The approach might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies. **RISK LEVEL: Moderate**

**MARGINAL** – The Offeror’s Resource Planning demonstrates an approach to the Government’s requirements which meets few requirements and objectives and reflects it lacks an understanding of some significant resource-related issues involved in successfully executing the work. The approach contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance. **RISK LEVEL: High**

**UNACCEPTABLE** – The Offeror’s Resource Planning fails to demonstrate the ability to meet requirements and objectives, and clearly reflects it lacks an understanding of most significant resource-related issues involved in successfully executing the work. This approach contains numerous weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory performance. The Government has no confidence that the Offeror can successfully perform the anticipated services. **RISK LEVEL: Very High**

### **FACTOR 3: MANAGEMENT APPROACH**

**Evaluation Criteria:** For this factor the Offeror must submit a management approach for successful execution of the contract and a graphical and narrative description of its planned organization structure, specific to the Seed Task Order.

Proposals will be evaluated on this factor using the Seed Task Order as an example. Further the Offeror’s graphical and narrative description of its planned organization structure, specific to the Seed Task Order will be evaluated.

The Offeror's Management Approach should illustrate the following:

1. Clearly delineated lines of authority on the organizational chart (wire diagram or graph) organized in a precise and logical manner including the relationship between the headquarters' office and the site office, including all involved with the management of the contract including Key Subcontractors and Joint Venture partners.
2. The graph and the narrative description clearly display the planned organization structure, including the Program/Project Manager and the logical distribution of Program Executive Team.
3. Comprehensive descriptions of duties, roles, major responsibilities for Key Subcontractors and joint ventures presented as a logical approach to perform the work throughout the contract, including which roles and personnel are identified to communicate with the Government.
4. A precise explanation illustrating an understanding of the contract requirements by describing management for performing a task order, including start-up/mobilization and additional and/or unique management advantages provided to the Government.
5. A reasonable approach to distribution of performance and resources (personnel) required to manage an annual workload for multiple task orders (of a value between \$5M and \$50M) awarded simultaneously at different locations, including a surge plan to manage projects if the maximum contract amount is issued in a one year period.
6. In keeping with the COIN Strategy of growing the economic capacity of Afghan through developing host nation businesses, it is incumbent upon Offerors to make every effort and to develop education programs and business solutions that foster economic growth. The Government seeks a contractor demonstrating the capability and commitment to use local labor, subcontractors, and suppliers in the performance of this project.

Greater Weight will be given to:

- a well-thought-out plan with regard to the integration of subcontractors into the work.
- an organization flow chart that indicates clear lines of authority and responsibilities for each of the positions indicated.
- a comprehensive plan to control the project schedule during construction to meet the Project completion date.
- a plan to control the project schedule during construction that recognizes the potential schedule challenges unique to this project, and identifies proven methods to regain lost time.
- a comprehensive quality control plan that takes into account quality-related items unique to Afghanistan.
- Offeror's capabilities and commitment to use Afghan workers in the proposed effort.
- How the Offeror plans to utilize, train, and transfer knowledge, skills and abilities to an Afghan workforce.
- Affirmatively demonstrate existing relationships with Afghan subcontractors.
- Plans to maximize the purchase of supplies and construction materials from Afghan-owned companies, if supplies and materials are available at prevailing market rates.

Generic descriptions of the Offeror's planned quality control measures will receive little weight. Generic management plans not specifically tailored to this project will receive little, if any weight.

The adjectival ratings for FACTOR 3: MANAGEMENT APPROACH (Technical Qualifications) are listed and defined below:

**EXCELLENT** – The Offeror's Management Approach demonstrates exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous strengths or significant strengths and essentially no weaknesses or significant weaknesses, which can be expected to result in outstanding performance. The proposal contains no deficiencies. an exceptional understanding of the Government's requirements. **RISK LEVEL: Very Low**

**GOOD** – The Offeror's Management Approach demonstrates a sound approach which meets all requirements and objectives. This sound approach includes strengths or significant strengths, and relatively few weaknesses or significant weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. **RISK LEVEL: Low**

**ACCEPTABLE** – The Offeror's Management Approach demonstrates an approach which meets all the Government's requirements and objectives. The approach might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies. **RISK LEVEL: Moderate**

**MARGINAL** – The Offeror's Management Approach demonstrates an approach which may not be capable of meeting all the Government's requirements and objectives. The approach contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance. **RISK LEVEL: High**

**UNACCEPTABLE** – The Offeror's Management Approach demonstrates it will very likely not be capable of meeting all the Government's requirements and objectives. This approach contains numerous/weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory performance. The Government has no confidence that the Offeror can successfully perform the anticipated services. **RISK LEVEL: Very High**

#### **FACTOR 4 – SECURITY PLAN:**

**Evaluation Criteria:** The Government will review the Offeror's security plan describing how he intends to meet the requirements found in Technical Specification §01040, *Security*. The Offeror will be evaluated on the following:

1. The Offeror's summary draft Security Plan specific to the geographic area of the Seed Task Order location.
2. The Offeror's discussion of how the specific requirements included in Technical Specifications §01040, *Security*, will be met.
3. The Offeror's demonstration of how it will meet the requirements if self-performing by specifically addressing the plan to hire and train the security force; and a description of its employee vetting/screening process

4. The Offeror's letter of commitment from a licensed Private Security Contractor (PSC), if not self-performing

Greater weight:

Greater weight will be given for Offeror's plans that show their self-performed security programs or a licensed PSC that has experience in a contingent environment.

The adjectival ratings for FACTOR 4: SECURITY PLAN are listed and defined below:

**EXCELLENT** – The Offeror's Security Plan demonstrates exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous strengths or significant strengths and essentially no weaknesses or significant weaknesses, which can be expected to result in outstanding performance. The proposal contains no deficiencies. **RISK LEVEL: Very Low**

**GOOD** – The Offeror's Security Plan demonstrates a sound approach which meets all requirements and objectives. This sound approach includes strengths or significant strengths, and relatively few weaknesses or significant weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies. **RISK LEVEL: Low**

**ACCEPTABLE** – The Offeror's Security Plan demonstrates an approach which meets all requirements and objectives. The approach might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies. **RISK LEVEL: Moderate**

**MARGINAL** – The Offeror's Security Plan demonstrates an approach which does not meet all requirements and objectives. The approach contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance. **RISK LEVEL: High**

**UNACCEPTABLE** – The Offeror's Security Plan demonstrates an approach which has extensive issues meeting all requirements and objectives. This approach contains numerous/weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory. The Government has no confidence that the Offeror can successfully perform the anticipated services. **RISK LEVEL: Very High**

#### **FACTOR 5 - PAST PERFORMANCE**

**Evaluation Criteria:** In reviewing past performance, the Government will look for information that shows customers were satisfied with the Offeror's performance on the projects submitted under the factor Experience as well as other Past Performance information deemed appropriate, in accordance with the following criteria:

- a. Quality of work provided.
- b. Timeliness of the work performed.
- c. Cost effectiveness of work performed.
- d. Performance providing a safe working environment.

- e. Overall cooperation of the contractor.
- f. Overall commitment to customer satisfaction.

#### Government Availability of Existing Past Performance

1. The Corps of Engineers maintains an electronic database containing final evaluations of contract work known as "Construction Contractor Appraisal Support System (CCASS)". CCASS information has now been placed in a data bank for all of Department of Defense known as "Past Performance Information Retrieval System (PPIRS)". Government agencies, including the US Army Corps of Engineers, have access to the PPIRS and it is the Department of Defense preferred method to gather past performance data for Offerors seeking to do business with the Government. The Past performance data remains in the PPIRS up to six (6) years from contract completion date. If available, the PPIRS information will only be used for work performed within the last five (5) years.

2. Offerors are reminded that the Government reserves the right to obtain past performance information from any source available, and has the right to contact customers other than those provided by the Offeror to evaluate past performance. At no time during this process, or during the debriefing, or after award, will the names of the individuals providing reference information about an Offeror's past performance be revealed to the Offerors or to any other party.

**With respect to Joint Ventures, the proposal may receive a higher rating if the proposal contains evidence of the Joint Venture Entity working successfully together previously on relevant projects.**

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

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

5. The Government may use the list of projects to contact references provided as part of Factor 1 – *Experience*, or any other sources, for information regarding the Offeror's past performance on projects and for the purposes of assessing and verifying the scope of the work performed. Offerors shall provide accurate, current, and complete contact information for references provided with its *Experience* examples.

When evaluating these criteria, the following will be taken into consideration for evaluation purposes:

- a. The relevance of the past performance;
- b. The age of past performance information
- c. Trends in the Offeror's performance in the areas above;
- d. The number of problems, type and severity of the problems, and the effectiveness of corrective actions taken to ensure progress with project completion to minimize the schedule and cost impacts, and overall quality;
- e. Evaluations, letters of appreciation, and commendations from customers; and
- f. Positive and/or negative comments that impact evaluation of Offeror's past performance.

The Government reserves the right to verify claims made by the Offeror and not to consider relevant those that are not substantiated.

The adjectival ratings for FACTOR 5: PAST PERFORMANCE are listed and defined below:

EXCELLENT – Essentially no doubt exists that the Offeror will successfully perform the required effort based on their past performance record. **RISK LEVEL: Very Low**

GOOD – Little doubt exists that the Offeror will successfully perform the required effort based on their performance record. **RISK LEVEL: Low**

ACCEPTABLE- Some doubt exists that the Offeror will perform the required effort based on their performance record. Normal contractor emphasis should preclude any problems. **RISK LEVEL: Moderate**

MARGINAL – Substantial doubt exists that the Offeror will successfully perform the required effort based on their past performance. **RISK LEVEL: High**

POOR – It is extremely doubtful that the Offeror will successfully perform the required effort based on their past performance record. **RISK LEVEL: Very High**

UNKNOWN – The Offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. **RISK LEVEL: Unknown**

**Unavailability of Past Performance Information:** *IAW FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance.*

## **FACTOR 6 – PRICE**

**Evaluation Criteria:** A price analysis will be performed on the price of the Seed Task Order. Although price is included as specific evaluation criteria, it will not be scored. Review of contractor price data will consist of analysis to determine that prices are fair and reasonable, responsive, and balanced.

Offeror's Price shall be reasonable. The Offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.404(b).

The Offeror shall be considered non-responsive, if a complete and accurate proposal schedule, found in Section 00010 of the Seed Task Order, and a complete Price Breakdown – Binding Rate Chart (Appendix C) are not submitted.

Balanced pricing will be evaluated by identifying individual contract line items in Section 00010 that are significantly over or understated as indicated by the application of price analysis techniques.

The Government will evaluate the *completeness* and *reasonableness* of each Offeror's price proposal. *Completeness* will be determined by comparing the items contained within an Offeror's price proposal with the Government's estimate. *Reasonableness* will be determined by comparison of an Offeror's proposed prices against each other and the Independent Government's estimate, or other techniques outlined in FAR 15.404-1(b). Since the Government's evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an Offeror might not be selected for an award because of unreasonable, unrealistic, incomplete, inaccurate, non-current price proposal information. Offerors are cautioned to make all accompanying written descriptions complete, clear and understandable. The Government will not be responsible for any misunderstandings concerning the basis for costs proposed by an Offeror that results from that Offeror's failure to provide written descriptions that are clear, complete and easily understood.

3. Failure to submit Section 00010 and failure to complete all Line Items on Section 00010 and/or failure to submit Appendix C may result in the Offeror's proposal package being rejected by the Government after initial evaluation, without further consideration.
  
4. In the event of a conflict between Section 00010 Proposal Schedule and the CD containing the Proposal Schedule, Section 00010, the Proposal Schedule hard copy shall prevail.

APPENDIX A- Solicitation Number W5J9LE-11-R-0031  
 Form A1 Experience Overview Sheet

7	6	5	4	3	2	1		
							SAMPLE Building Construction, Kandahar AF	Project Name
							2,000,000	Total Amount (\$)
							1-Feb-10	Project Start Date
							30-Dec-10	Project Completion Date
							X	Design-Build
								Site-Adapt-Construction
								CMU Construction Methods
							X	Multi-Story Construction
							X	Barracks
								Dining Facilities
								Utilities
								Security
								New Road Construction
								Airfields
							X	Construction Experience in Contingency Environments

APPENDIX B – Solicitation Number W5J9LE-11-R-0031

**FORM A2-EXPERIENCE INFORMATION FACT SHEET**

**PROJECT NO. \_\_\_\_\_, Page 1**

Not to exceed a total of 7 projects. If more than 7 are submitted; only the first 7 will be evaluated.

**Project Name and Location:**

**Experience:**

1. The location work was performed: \_\_\_\_\_

2. The day, month, and year work was completed: \_\_\_\_\_

3. The final cost of this project: \$\_\_\_\_\_

4. Is this project more than 50% complete?     Yes     No  
If “No” explain percentage of completion.

5. Mark one of these selections:

Work was completed as the  Prime  Subcontractor  Joint Venture  Key Subcontractor

a. No additional information is required for work performed as the Prime other than what is on Page 1 of this form.

b. If work was as a Joint Venture, explain the relationship of the company, which company performed the work, and how the work performed and the relationship provides an added benefit for experience.

c. If work was performed as a Key Subcontractor, explain how the work performed as a Key Subcontractor provides an added benefit for experience:

**FORM A2-EXPERIENCE INFORMATION FACT SHEET**  
**PROJECT NO. \_\_\_\_\_, Page 2**

d. If work was as a Subcontractor, explain how the work performed as a Subcontractor is a benefit for experience such as, responsible for the work performed and managed the portion of work performed including submittals:

e. Ensure you provide a letter signed by both the Offeror and the Key Subcontractor in order to take credit for the project work. Besides the signed letter, no additional information is required other than what is on Page 1 of this form.

APPENDIX C - PRICE BREAKDOWN – BINDING RATE CHART – Solicitation Number W5J9LE-11-R-0031

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

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

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

	Home Office (Program Executive Team) G&A
Base Period (2 years)	
Option Year 1	
Option Year 2	
Option Year 3	

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

item;

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

included in the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers, Kandahar, Afghanistan, APO, AE 09355

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of provision)

APPARENT CLERICAL MISTAKES

## 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)

## Section 00600 - Representations &amp; Certifications

DBA INSURANCE**DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE**

(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. The fixed rates for this insurance are as follows:

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

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

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

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

(3) Total DBA Cost: \_\_\_\_\_  
(Amount of DBA Premium) Ex: \$100 K multiplied by 3.5% is \$3,500.00

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

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

(e) Labor Category/Job Classification Definitions:

**SERVICE:** \$3.50/\$100 “White collar” workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

**CONSTRUCTION:** \$4.25/\$100 “Blue collar” workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

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

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
252.204-7007 Alt A	Annual Representations and Certifications Alternate A	JAN 2011
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 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 offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(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)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(2) The small business size standard is \$33.5M.

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

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

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

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

(Contracting Officer check as appropriate.)

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of

this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

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

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

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-----

Listed Countries of Origin

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-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

The offeror represents that --

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

of this solicitation;

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Marginalized populations of Sudan means--

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

Person--

(1) Means--

(i) A natural person;

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

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

( ) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

( ) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

- (c) "Disclosure."

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

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

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

- (2) "Entity controlled by a foreign government"—

- (i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

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

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

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

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

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

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

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

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

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

(End of provision)

#### 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

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

(End of provision)

#### 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-16	Progress Payments	AUG 2010
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984

52.236-12	Cleaning Up	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6 Alt I	Subcontracts for Commercial Items (Oct 2010) Alternate I	JUN 2010
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2008 Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$50,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00; or

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

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of the performance periods of all task orders issued within the ordering period contained in 52.216-8 Ordering.

(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 before expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall

apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

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

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

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

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

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

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

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.243-4 CHANGES (JUN 2007)

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

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

under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

#### 52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

#### Security

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

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

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

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

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Combined Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul, Afghanistan.

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (DEC 2010)  
ALTERNATE I (DEC 2010)

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

Commercially available off-the-shelf (COTS) item--

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

(i) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"South Caucasus/Central and South Asian (SC/CASA) state" means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan. "SC/CASA state construction material" means construction material that--

(i) Is wholly the growth, product, or manufacture of an SC/CASA state; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different construction material distinct from the material from which it was transformed.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material or SC/CASA state construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate “none”)

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (OCT 2010) ALTERNATE II (DEC 2010)

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

Caribbean Basin country construction material means a construction material that---

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item--

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

(i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(1) ) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ``the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

South Caucasus/Central and South Asian (SC/CASA) state means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan. SC/CASA state construction material means construction material that--

(i) Is wholly the growth, product, or manufacture of an SC/CASA state; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different construction material distinct from the material from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA, Free Trade Agreements, and other waivers relating to acquisitions in support of operations in Afghanistan apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for SC/CASA state and designated country construction materials.

(c) The Contractor shall use only domestic, SC/CASA state, or designated country construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate “none”.)

(d) The Contractor shall inform its government of its participation in this acquisition and that it generally will not

have such opportunity in the future unless its government provides reciprocal procurement opportunities to U.S. products and services and suppliers of such products and services.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

Specifications and Drawings to be identified using this clause on each individual Task Order.

(End of clause)

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

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

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

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

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

(End of clause)

#### CONTRACTOR PERSONNEL

#### **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.

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

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

(m) *Personnel recovery.* 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 00800 - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
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
52.227-14	Rights in Data--General	DEC 2007
52.236-5	Material and Workmanship	APR 1984
52.242-14	Suspension of Work	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
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
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.228-7003	Capture and Detention	DEC 1991
252.245-7002	Reporting Loss of Government Property	FEB 2011

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-13 TIME EXTENSIONS (SEP 2000)

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

(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:

(b) 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.

- (c) 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)

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

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

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

### C3 CLAUSES

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

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.
- (b) Contractors are also required to comply with the following provisions:
  - (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
  - (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
  - (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.
- (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

**C<sub>3</sub> 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

**C<sub>3</sub> CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS**

**(NOV 2010)**

- (a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- (c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:  
<http://comptroller.defense.gov/rates/fy2011.html>

**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 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

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

**C3 CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR 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

**C<sub>3</sub> 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>.

**C<sub>3</sub> CLAUSE 952.225-0016 CONTRACTOR DEMOBILIZATION (NOV 2010)**

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

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

reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

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

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

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

- (5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.
- (6) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.
- (7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq/Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

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

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

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

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

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

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

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

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

UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)

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

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

#### LOCAL CLAUSES

#### TRAVEL WARNINGS

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

(End of clause)

#### APPLICATION OF US CRIMINAL JURISDICTION

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

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

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## 1.0 GENERAL

### 1.1 REFERENCES - NOT USED

### 1.2 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails

(1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) The provisions of the solicitations. (See also contract Clause: 52.236- 21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(2) All other provisions of the accepted proposal.

(3) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

### 1.3 TASK ORDER PROCEDURES

(1) All multiple award contractors will be provided a fair opportunity to be considered for each task order unless the Contracting Officer determines that:

(a) The Government's need for the supplies or services is so urgent that providing a fair opportunity to all contractors would result in unacceptable delays;

- (b) Only one of the contractors is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (c) The task order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- (d) It is necessary to place an order to satisfy a minimum guarantee.
- (2) In those instances that meet one or more of the non-competitive exceptions in subparagraph (1) above, the Contracting Officer will issue a task order scope of work, as detailed as circumstances and the situation allow, requesting a complete and detailed price proposal from the given contractor. The contractor involved shall provide the Contracting Officer a detailed price proposal. A price proposal shall address to the extent practicable:
- (a) The comprehensive technical and management approach to accomplish the task order work along with a draft scope of work, where appropriate, prepared by the contractor as its recommendation on how that work is to proceed;
- (b) Detailed cost or pricing in accordance with the instruction set forth in the Task Order and FAR 15.403-5;
- (c) Proposed schedule for completing the task order effort;
- (d) Any other requested and/or pertinent information.
- (3) When a price proposal is received in accordance with subparagraph (2) above, the Contracting Officer and the government's technical and pricing representatives will evaluate that proposal, conduct discussions/negotiations if necessary, settle a price and award the task order.
- (4) Contractors will be provided as fair an opportunity as possible to be considered for those task order requirements that do not fall within any non-competitive exception detailed in subparagraph (1). The Contracting Officer may make deviations to this process as circumstances dictate. All proposals will be requested from contractors based upon a Statement of Work that has been either furnished by the Government or prepared by a contractor and approved by the Government.
- (5) The Government will reserve the right to award task orders without prior discussions. Unsuccessful offerors will be notified in accordance with FAR 15.503(b). The two processes for competitive actions are as follows:

(a) **Competitive – Streamlined Process:** The Government shall issue a task order scope of work describing specific work to be performed, the performance period required, and critical milestones involved. Based on this task order scope of work involved, the contractor will provide work plans within five workdays or as otherwise stated in the scope of work. The following information shall be included unless indicated otherwise: (i) A maximum of five pages outlining the Contractor's concept of approach to satisfy the Government's technical and performance requirements; (ii) a price proposal in the level of detail sufficient to enable analysis by the Government, or a Rough Order of Magnitude (ROM) Performance Estimate including the Contractor's total ROM cost of the project with fee rate identified, whichever method is specified by the Contracting Officer; (iii) the estimated period of performance, labor skill mix with the estimate of hours to complete the task and other cost factors, i.e. materials, subcontracts, etc.; and (iv) other documents or submissions required in the task order scope of work. The Government will evaluate the Contractor's submissions, the Contractor's past performance on this and other task orders, and the price proposal or ROM cost estimate, whichever was specified. Based on the Government's evaluation, the selected contractor will be requested to submit an original and specified numbers of copies of a complete, detailed proposal. This final proposal shall address: (i) The comprehensive technical and management approach to accomplish the work; (ii) Cost and pricing information to support the estimated cost for each task order; (iii) Proposed schedule for completing the task order effort; and (iv) Any other requested and/or pertinent information that has been requested by the Contracting Officer. Upon proposal receipt, the Contracting Officer and Government's technical representatives, will evaluate the submission, conduct discussion/negotiations if necessary and award the task order.

(b) **Competitive – Full Process:** The Government shall issue all contractors a task order scope of work describing specific work and dates items are required, anticipated performance period, and critical milestones that describes the overall task order performance requirement. The Contractors shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal as already outlined above. Upon proposal receipt, the Contracting Officer and Technical Representatives will review all proposals, conduct discussions as determined necessary by the Contracting Officer, and make award consistent with the evaluation criteria set out in each Task Order Request for Proposal (RFP). Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task order except for a protest on the grounds that the order increased the scope, period, or maximum value of the contract under which the order is issued.

(c) **Task Order Ombudsman:** The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders consistent with procedures in the contract. However, it is not within the designated Task Order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order. The designated Task Order ombudsman for this contract is PARC-WIN, 255 Fort Collier Road, Winchester, VA 22601.

#### 1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR

(a) The following describes the applicable clause or requirement for self-performance of work by the Contractor, depending upon the type of solicitation (e.g., unrestricted or full or partial set-aside) and/or whether or not a price evaluation preference was provided for in the source selection evaluation.

(b) Contract clause 52.236-1, **PERFORMANCE OF WORK BY THE CONTRACTOR**, is applicable to unrestricted procurement contract awards to any business except as explained in paragraphs c. and d., below.

(c) Contract Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

(d) The Director of Defense Procurement and Acquisition Policy has suspended the use of the price evaluation adjustment for SDBs in DoD procurements (FAR Clause 52.219-23), as required by 10 U.S.C. 2323(e)(3), because DoD exceeded its 5 percent goal for contract awards to SDBs in fiscal year 2008. The suspension will be in effect for 1 year and will be reevaluated based on the level of DoD contract awards to SDBs achieved in fiscal year 2009. This suspension applies to all solicitations issued during the period from March 13, 2009 to March 12, 2010. Said FAR Clause is not included in or made a part of this RFP. FAR Clause 52.219-4, relating to a 10% price evaluation preference for HUB ZONE small business concerns, is included in and made a part of this RFP. PLEASE NOTE HOWEVER, that paragraph (b) (3) of the FAR Clause 52.219-4, is inapplicable also due to the referenced suspension of FAR Clause 52.219-23.

#### 1.5 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution. This proposed substitution shall be made in a timely manner.

#### 1.6 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising

out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

#### 1.7 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT)

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN.

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

#### 1.8 CONSTRUCTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

## 1.9 VALUE ENGINEERING AFTER AWARD

(a) In reference to Contract Clause 52.248-3, VALUE ENGINEERING - CONSTRUCTION, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

## 1.10 DEVIATING FROM THE ACCEPTED DESIGN

(a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

#### 1.11 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS

This is to clarify that contract clause 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

#### 1.12 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

This is to clarify that contract clause 252.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term "specifications" refers to the design criteria or scope of work, in addition to any attached specifications.

#### 1.13 GOVERNMENT RE-USE OF DESIGN

In conjunction with the Clause 252.227-7022, GOVERNMENT RIGHTS UNLIMITED, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

#### 1.14 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL

In accordance with Contract Clause 52.236-13, ACCIDENT PREVENTION, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. For task orders, the effective date of the Engineer Manual and any interim revisions will be the date of the request for task order proposal. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

The prime contractor shall carry out the requirements contained in EM 385-1-1 in accordance with the following:

Report accidents in accordance with EM 385-1-1 and record accident investigations on ENG Form 3394 in accordance with the OSHA requirements at 29 CFR Part 1904. Provide to the Government Designated Authority (GDA) as specified locally.

Complete the "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) and forward to the GDA no later than close of business (COB) the 10th day of the following month. For example, work performed for the month of February 2005 shall be recorded and provided to the GDA by COB 10 March 2005. The method of transmission by the prime contractor to the GDA shall be locally prescribed (electronic, hardcopy).

#### 1.15 SUPPLEMENTAL PRICE BREAKDOWN INFORMATION

After each task order award, the Government will require the Contractor to provide a price breakdown of each facility by square foot, including major building systems to the five-foot line, for programming validation purposes. There will be no separate payment for this information and the Contractor shall include it in the contract price. The Government will provide a format with the directive.

#### 1.16 RESERVED

#### 1.17 COORDINATION WITH OTHER CONTRACTORS

Task orders may be executed on sites with multiple contractors. Minimize interference and inconvenience through cooperation with other authorized contractors. See Contract Clause 52.236-8, Other Contracts.

#### 1.18 CONTRACTOR PERFORMANCE EVALUATION

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts and task orders awarded at or above \$100,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CCASS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of

Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: <http://www.cpars.csd.disa.mil/>. If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

#### 1.19 NOTICE TO PROCEED

Proof of insurance must be provided within 10 calendar days of contract award. Performance and payment bonds must be provided within 15 calendar days of the contractor's receipt of the Task Order. A Notice to Proceed for each Task Order will not be issued until the Government is in receipt of proof of insurance and acceptable performance and payment bonds.

#### 1.20 BONDING REQUIREMENTS

The Contracting Officer shall determine if performance and payment bonds are required at the task-order level, except that if a task order is not issued concurrently with the contract award or the exercise of an option period, the Contractor will be required to provide a performance and a payment bond each in the amount of 100% of the minimum guaranteed amount (\$) for the base period. When the next subsequent task order is issued, the contractor will be required to either increase the penal amounts of the existing bonds or obtain additional or new bonds such that the penal amounts of the performance and payment bonds each equal 100% the percentage of the task order price provided in the RFP for such task order.

#### 1.21 SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

The Contractor will be required to provide the schedule, plans, and submittals required by the Technical Specifications on a Task Order basis, unless otherwise directed by the Contracting Officer.

#### 1.22 INDEFINITE-DELIVERY CONTRACTS

(a) This contract is an indefinite-delivery indefinite-quantity (IDIQ) contract. All work shall be performed through issuance of task orders. The Contractor shall perform no work under this contract unless a written task order, signed by the Contracting Officer, has been issued by the Government. The Contractor shall complete all work described in the scope of work for each task order within the performance period of each task order. A US Army Corps of Engineers, Middle East District, Contracting Officer is the only person authorized to issue task orders against this contract, unless otherwise authorized by the Contracting Officer. Task Orders may be issued via FACSIMILE, with hard copy of the task order to follow. The effective date of the task order, if FACSIMILE is used, is the date the Government receives verbal or written confirmation of receipt from the Contractor.

(b) The Government reserves its right to conduct individual Task Order competitions by the use of any procurement method authorized by law, e.g. best value; lowest-price, technically acceptable; sealed bid, etc. Such method will be clearly communicated to MATOC awardees in the requisite Request for Proposal (RFP) for each Task Order. Fixed price task orders will be awarded based on the criteria set forth in each Task Order RFP. After acceptance of the fixed price task order by the Contractor, the contract price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.).

(c) The overall contract period has a guaranteed minimum amount of \$10,000. The Contractor shall be paid the guaranteed minimum only if work equal to or exceeding the guaranteed minimum is not ordered in the ordering period of the contract. Funds other than the stated guaranteed minimum shall be obligated by issuance of individual task orders and not by this contract. Fund availability evidence shall be cited on each task order issued under the contract. The total estimated amount for the basic contract period and option periods is as stated in the Pricing Schedule, Section 00 11 00.

(d) In the event of any inconsistency between the contract and any task order, the terms and conditions of the contract shall control.

The scope of the initial task orders includes all work required to design-build or construct the projects identified. The work shall be in accordance with the Request for Proposal documents issued with the initial task orders.

Task Order Competition - Once all the MATOCs are awarded, task orders will be awarded against the basic ID/IQ contracts using the fair opportunity procedures discussed in FAR 16.5 in addition to the competitive source selection procedures identified in Section 863 of Public Law 107-107 and implemented in DFARS 216.505-70. Each order exceeding \$3,000.00 will be awarded on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70 (c), unless an exception described in FAR 16.505(b)(2)(i) through (iv) or DFARS 216.505-70(b)(1) applies. The unique selection criteria for each task order award will be provided in the task order request for proposal. However, the typical evaluation criteria utilized at the task order level will be:

- 1) Technical approach (resourcing plan, personnel qualifications, regulatory interface relationships, alternate language and cultural requirements, work plan acceptance, clear understanding of work requirements, geographic experience, technical approach, technical competency, and/or overall strategy for work execution – some or all will be used in each task order competition as determined necessary),
- 2) Subcontracting Plan Addendum (for US large business) is only applicable for that portion of the work contemplated to be performed in the US.
- 3) Utilization of U.S. Small/Local Foreign Business Plan Addendum is required for all awardees.
- 4) Price/price-related factors.

The evaluation will be conducted in strict accordance with the selection criteria identified in the task order request for proposal documents and documented in accordance with local policy and procedures.

1.23 RESERVED

1.24 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSES

(a) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for assessment and analyses of designs and specifications prepared by others.)

Since the services to be performed under this contract include the assessment and review of or comment on designs and specifications, scopes of work or work statements prepared by others, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

(i) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to any solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the documents assessed, reviewed or commented upon by the Contractor under this contract.

(ii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.

(iii) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph a above.

(iv) Subparagraphs a and c shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.

(v) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which includes the designs or specifications, scopes of work or work statements assessed, reviewed or commented upon under the contract and which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

(b) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for the design of certain facilities or equipment and for which FAR 9.505-2 does not apply:)

Since the services to be performed under this contract include the criteria development of certain facilities or equipment, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

(i) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to any solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the facilities or equipment for which criteria has been developed by the Contractor under this contract.

(ii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.

(iii) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph a above.

(iv) Subparagraphs a and c shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.

(v) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

(c) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for the design of certain facilities or equipment, the development of criteria for certain facilities or equipment, the development of scopes of work for follow-on design or services contracts, and the development of technical specifications, design guide specifications, construction specifications or performance specifications.)

Since the services to be performed under this contract include the design of certain facilities or equipment, the development of criteria for certain facilities or equipment, the development of scopes of work for follow-on design or services contracts, and the development of technical specifications, design guide specifications, construction specifications or performance specifications, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

(i) Subpart 9.505-2 of the Federal Acquisition Regulation is applicable to this contract;

(ii) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to a solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the facilities or equipment designed or redesigned by the Contractor under this contract, that includes the criteria for certain facilities or equipment developed by the Contractor under this contract, or contains the scopes of work or technical, design guide, construction or performance specifications developed under this contract.

(iii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.

(iv) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph b above.

(v) Subparagraphs ii and iv shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.

(vi) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

#### 1.25 SEQUENCE OF DESIGN-CONSTRUCTION

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

#### 1.26 RESERVED

#### 1.27 CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor with all officials, representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

### 1.28 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.

### 1.29 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

### 1.30 OTHER WORK

The Contractor shall fully cooperate with other Contractors, utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

### 1.31 SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

The Contractor shall use Engineer Form 93 (ENG 93), Payment Estimate – Contract Performance, as its request for payment. The ENG Form 93 shall be sent to the Contracting Officer's Representative for certification that the work invoiced has been performed. His mailing address for submission of the ENG Form 93 will be provided immediately upon appointment. The Project Manager is responsible for ensuring acceptance and approval for payment. Advance payments will not be made.

Payment will be made in U.S. Dollars.

The payment office is designated in Block 27 of the Standard Form 1442.

Method of Payment. Payment by Electronic Transfer

The Contractor must submit the certification at FAR Clause 52.232-5, paragraph (c) along with each request for progress payments.

### 1.32 CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the host government.

### 1.33 RESERVED

### 1.34 IMPLEMENTING EQUIPMENT GUARANTEES

When the completed facility or part of a facility is accepted by the Contracting Officer, and the work includes equipment covered by a guarantee which exceeds the warranty of construction period as specified, the Contractor shall furnish the following information to the Contracting Officer:

- a. A list of all items with make and model numbers.
- b. A copy of manufacturer's or vendor's guarantee documents which extend beyond the warranty of construction period.
- c. The date during which the Contractor's guarantee is in effect under the properly identified individual section and paragraph of the Technical Provisions each item of equipment on the list, indicating for each item the date of acceptance for the beginning of the guarantee period, either for beneficial use or final acceptance, whichever is earlier, and the expiration date of the guarantee period.
- d. Name of an authorized representative of the prime Contractor with complete address and telephone number, and the names, addresses, and telephone numbers of all subcontractors and/or equipment suppliers or manufacturers specifically designated in writing by the prime Contractor for direct contact by the Afghanistan Government for implementing the guarantee after transfer of the equipment.

### 1.35 SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the 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.

### 1.36 REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provisions of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

Belgium	South America
Germany	Honduras
Japan	El Salvador
Oman	Qatar
United Arab Emirates	Botswana
Saudi Arabia	South Korea
Bahama Island	Territory of Guam
Kazakhstan	Israel
Italy	American Samoa
Turkey	

The waiver does not apply to any employees who are:

(1) Hired in the United States by an contractor or subcontractor;

(2) Residents of the United States; or

(3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

#### 1.37 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – CONSTRUCTION (OCT 2009)

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

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA Insurance unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is \$4.25 per \$100 of compensation for construction.

(c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

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

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

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

#### 1.38 PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Middle East District 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.

#### 1.39 MEDIA RELATIONS

The contractor is permitted to speak to news media representatives in accordance with his firm's public relations policies and in conjunction with applicable U.S. government or Army Corps of Engineers' guidelines on release of information related to the specific program for which the contract was awarded. The contractor is required to inform the Middle East District of significant media contacts. The contractor is encouraged to coordinate directly with the Middle East District's Public Affairs Officer, as necessary, when the media call is being responded to; however, this shall not preclude the contractor from responding to media requests in a timely manner. The contractor shall respond to inquiries that directly fall within his domain; he shall not speak for the Army or the Corps.

#### 1.40 PRINTED MATERIALS

The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium, pertaining to this contract, unless:

The Middle East District has given written approval, either by the Public Affairs Officer or by the Contracting Officer;

Or the information is otherwise in the public domain before the date of release.

The contractor shall obtain approval from the Middle East District prior to the dissemination of any briefings or speeches, news releases, articles, fact sheets, advertisements, or any other informational materials intended for

public release that are the result of work performed or to be performed under this contract. This review is intended to insure that public release of material does not violate government policy.

Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. This material shall be submitted to the Public Affairs Officer and to the Contracting Officer at the Middle East District. The contractor shall strive to provide five working days for such approvals. Materials to be released within a shorter period of time will require special handling procedures, and the contractor shall request special consideration directly to the Public Affairs Officer or to the Contracting Officer.

The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the government (the Public Affairs Officer and the Contracting Officer), assuring the government that the prime contractor is knowledgeable of the action and concurs.

Nothing in the foregoing section on public release of information shall affect compliance with the clause of the contract entitled, "Security Requirements."

#### 1.41 IRREVOCABLE LETTER OF CREDIT (ILC)

An Irrevocable Letter(s) of Credit may be provided as surety for performance and payment bonds. If the contractor elects to utilize an Irrevocable Letter(s) of Credit, the following applies:

Within fifteen (15) calendar days after the date of the task order, the Contractor shall furnish the Contracting Officer with an Irrevocable Letter(s) of Credit which represent the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the work ("performance ILC"), and full payment of all subcontractors and suppliers ("payment ILC").

The Irrevocable Letter(s) of Credit shall conform to the exact form and format as the sample Irrevocable Letter of Credit that is provided as an attachment to this contract. The Irrevocable Letter(s) of Credit shall be dated as of the contract date or no more than fifteen (15) calendar days thereafter.

The performance ILC will remain in effect at an amount equal to a minimum of 30 percent (30%) of the original task order price (at the discretion of the Contracting Officer up to 100 percent (100%)) until the anticipated completion date or until the task order has been finally accepted by the Government, whichever occurs first, it will continue in effect thereafter for one (1) year in an amount equal to five percent (5%) of the original task order price after which time the ILC shall become null and void.

The payment ILC will remain in effect at an amount equal to 100 30 percent (10030%) of the original task order price and shall be decreased in amounts equivalent to releases executed by subcontractors and suppliers for

payment. It shall continue in effect for 120 days after the task order work has been finally accepted by the Government, after which time the ILC shall become null and void.

The ILC shall also state that the bank agrees and consents that the contract may be modified by a change order or supplemental agreement without affecting the validity of the ILC. The provisions of paragraph (g) of the Contract Clause 52.232-5, entitled "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS" applies to ILC.

#### 1.42 RESERVED

#### 1.43 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. Base Security 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.

#### 1.44 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.

#### 1.45 RESERVED

#### 1.46 CONFIRMATION OF PAYMENTS TO ALL LOWER TIER SUBCONTRACTORS

To further provide for the development of local economies through the use of Local Businesses, MATOC prime contractors will be tasked with following up on subcontractor payment certifications to safeguard against subcontractor non-payment to lower tier subcontractors and material providers. Each MATOC prime contractor will be required to certify, at the time of each application for payment, that it has investigated and confirmed that all prior progress payments have been applied to the accounts of the lower tier subcontractors and material suppliers for whom the prior progress payments were made. Such certification shall be treated as one of the requirements of a "proper invoice" under FAR 32.905(b)(1)(x), thereby allowing the Government to reject any invoice that fails to

provide the required certification. In accordance with FAR 52.232-5(c), the Government will ensure that this certification is made by the MATOC prime contractor or invoice payment shall not be made.

#### 1.47 INSTALLATION ACCESS

Work under this contract may be performed at a location with security and access control procedures. Compliance with base pass and access procedures is the sole responsibility of the Contractor, and is required to be accomplished prior to initiation of the process for gaining access to controlled sites. Contractor shall be responsible for determining the nature and amount of any fees required. Contractor is responsible for all workers granted access pursuant to work under this contract.

a. Other Data: Contractor shall provide additional data, as required and not specifically indicated above, to secure all required passes for where work is required to be performed.

b. Compliance with Revised Requirements: The government may revise requirements and procedures for obtaining passes and/or access to the site of work at any time during the life of the contract. Contractor shall comply with all such requirements, as directed by the Contracting Officer.

c. Contractor shall employ an acceptable system for accountability and control of all compound passes/access badges issued to him. Passes/Access Badges shall be returned to the Government as soon as they are no longer required. This system shall be approved by the Contracting Officer, and shall be modified as directed by the Contracting Officer to correct any deficiencies noted during contract performance in maintaining an acceptable level of accountability and control.

(End of Requirement)

#### 1.48 INDIVIDUALS/WORKERS FROM COUNTRIES OF CONCERN

Citizens of numerous countries are subject to additional levels of security screening and/or may be prohibited access to the work site. Contractor is responsible for determining access restrictions and compliance with the same.

(End of Requirement)

#### 1.49 OPERATIONS AND STORAGE AREAS

a.. Limited areas for use by the Contractor exist on any of the work sites covered by this contract. Areas to be provided for Contractor's use in operation of his offices, shops, and storage facilities will be designated by the Contracting Officer's on-site representative. The Contractor shall not be authorized to have living accommodations for his work force on any worksite. Contractor shall be responsible for providing all off-site facilities necessary to effectively and efficiently manage, administer, and prosecute the contract work. Contractor shall be responsible for

obtaining and payment of all fees and other costs related to obtaining required Host Nation or local authorizations, permits and licenses necessary to establish quarry operations, batching operations and haul routes and disposal sites.

b. All Contractor facilities shall be of substantial construction suitable for local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. Except as specifically approved by the Contracting Officer, Contractor shall construct a temporary 1.8 meter high chain link fence around all trailers and materials storage areas. Fences shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed.

(1) Administrative Facilities: The Contractor may be provided the use of a parcel of land. The Contractor shall be required to provide, at his own expense, any improvements to this site such as surfacing, fencing, trailers, and/or sheds that are necessary for performance of work under this contract. The site shall be maintained to present a neat and orderly appearance.

(2) Communications: Contractor may be allowed to use commercial telephone service if available. If available, it is the Contractor's responsibility to arrange for service installation and any recurring charges.

(End of Requirement)