



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
AFGHANISTAN ENGINEER DISTRICT SOUTH
APO AE 09355

REPLY TO
ATTENTION OF:

CETAS-CT

19 May 2011

SUBJECT: REQUEST FOR QUOTE (RFQ) W5J9LE-11-T-0007; FOR GENERATOR MAINTENANCE AND RENTAL, VARIOUS LOCATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT - SOUTH, KANDAHAR, AF

This is a Request for Quote (RFQ), for the subject requirement. You are requested to submit a quote for the enclosed performance work statement (PWS), and Quality Assurance Surveillance Plan (QASP), as shown.

a. Quote Schedule: Your price quote shall be submitted using the attached Quote Schedule. You are required to insert an amount for each Contract Line Item. Do not breakout your quote price or provide any other pricing detail with your quote submission unless otherwise directed by the Contracting Officer. The proposed price shall be in U.S. Dollars.

b. Basis for Award: Award will be made to the responsible offeror who submits the lowest price quote.

c. Period of Performance: Work for this contract, as stated in the PWS shall be completed within (6.5) months after issue and receipt of the Notice to Proceed (NTP).

d. Site Visit: A formal site visit is scheduled for: 23 May 2011 at 10:00 a.m. Please contact Ms. Kathy K. Clemens via email at: katherine.k.clemens@usace.army.mil to confirm your attendance.

e. Quote Due Date: Your quote is due on **27 May 2011, 5:00 PM, Local Afghanistan Time.**

f. Acceptance Period: The Government requires a minimum acceptance period of 60 calendar days after receipt of quotes in which to make award.

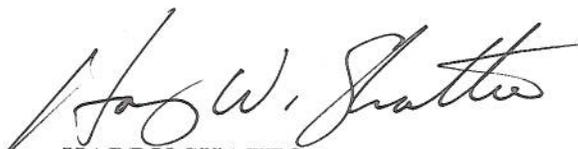
g. Submittal: Please e-mail your quote to tas.contracting@usace.army.mil with a courtesy copy to Katherine.k.clemens@usace.army.mil QUOTE WILL ONLY BE ACCEPTED VIA EMAIL. If you are not going to respond to this RFQ, please submit a memorandum stating that you have elected not to respond to this request within two (2) working days after receipt of this RFQ to the aforementioned e-mail address.

SUBJECT: REQUEST FOR QUOTE W5J9LE-11-T-0007, GENERATOR MAINTENANCE AND RENTAL, VARIOUS LOCATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT – SOUTH, KANDAHAR, AF

h. Request for Information (RFI): All RFI's shall be submitted in writing NLT **26 May 2011, 9:00 a.m., Afghanistan Time** to the following e-mail address tas.contracting@usace.army.mil with a courtesy copy to Katherine.k.clemens@usace.army.mil

2. Please acknowledge receipt of this RFQ and return the enclosed Acknowledgement of Receipt to tas.contracting@usace.army.mil with a courtesy copy to Katherine.k.clemens@usace.army.mil

Sincerely,



HARRY SHATTO
Contracting Officer

Enclosures:

1. Acknowledgement of Receipt
2. Past Performance Questionnaire
3. CLIN Schedule
4. SF 1449 Package

SUBJECT: REQUEST FOR QUOTE W5J9LE-11-T-0007, GENERATOR MAINTENANCE AND RENTAL, VARIOUS LOCATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT – SOUTH, KANDAHAR, AF

Acknowledgment Receipt of subject RFQ.

Date: _____

Company Name: _____

Signature: _____

Name: _____

Title: _____

Office Phone No. _____

Email Address: _____

SUBJECT: REQUEST FOR QUOTE W5J9LE-11-T-0007, GENERATOR MAINTENANCE AND RENTAL, VARIOUS LOCATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT – SOUTH, KANDAHAR, AF

AI 26.6 Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)

Projected Afghan Employment

Collecting & Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number that will be directly employed in the performance of this contract. Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, & sub-subcontractors) employed full or part time who received pay for my part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period." Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An "Afghan-Based Company" is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

1. Is your company an "Afghan Based" company? Yes ___ No ___. If no, what country is your company registered/incorporated: _____

2. Afghan Company Certification. The offeror ___ is or ___ is not an Iraqi owned firm. If the firm is Afghan owned, the Ministry of Trade registration/license number is:

(End)

SUBJECT: REQUEST FOR QUOTE W5J9LE-11-T-0007, GENERATOR MAINTENANCE AND RENTAL, VARIOUS LOCATIONS FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT – SOUTH, KANDAHAR, AF

CONTRACT LINE ITEM (CLIN) SCHEDULE:

PLEASE SUBMIT YOUR INDIVIDUAL CLIN QUOTE AT PAGES 26 – 29

WITHIN THE SF 1449 COMMERCIAL SOLICITATION PACKAGE

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 60		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W5J9LE-11-T-0007		6. SOLICITATION ISSUE DATE 19-May-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATHERINE K CLEMENS			b. TELEPHONE NUMBER (No Collect Calls) 540 667 6467		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 27 May 2011	
9. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355 TEL: FAX:		CODE W5J9LE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-JUN-2011 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0002	POP 18-JUN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0003	POP 18-JUN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0004	POP 18-JUN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0005	POP 01-JAN-2012 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0006	POP 01-JAN-2012 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0007	POP 01-JAN-2012 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0008	POP 01-JAN-2012 TO 30-JUN-2012	N/A	N/A FOB: Destination	

PWS

PERFORMANCE WORK STATEMENT (PWS)

Generator Maintenance - USACE AES HQ Compound

Generator Rental - USACE AED-S North Air Field Office Compound

Generator Rental - USACE AED-S South Park Office Compound

FOR THE

U.S. Army Corps of Engineers (USACE), Afghanistan Engineer District—South (AED-S)

Kandahar Airfield, AF

Part 1

General Information

1. GENERAL: This is a non-personnel services contract for generator maintenance and rental to the U.S. Army Corps of Engineers (USACE), Afghanistan Engineering District-South (AED-S) facilities located onboard the Kandahar Air Field (KAF) military base. The maintenance location is the USACE AED-S HQ compound; the rental locations are at the USACE AED-S North Air Field Office Compound, and the USACE AED-S South Park Office Compound. All services shall be performed in strict accordance with the specifications as described in the Performance Work Statement, and subject to the other terms and conditions as described herein. This competition will result in the award of one Firm-Fixed-Price contract.

The successful offeror will be selected solely on the basis of the price. Accordingly, quotes submitted in response to this solicitation should provide clear, complete, concise and straightforward pricing in strict accordance with the scope of work. Failure to submit a complete quote may result in the entire quote being rejected.

2. Administrative Details and General Instructions:

2.1 All quotes must be prepared as follows:

Price: Your price quote **MUST include** the item(s) listed below:

- a. Standard Form 1449, completed and signed by an authorized representative of the offeror
- b. Quote Schedule, Contract Line Item Numbers 0001 – 0008
 - **Note: Offerors must include a price for each line item identified in the Schedule
- c. Past Performance questionnaire – completed based on past performance

***Incomplete proposals: Offerors who fail to submit a complete quote may be excluded and thus receive no further consideration for award.**

3. Price:

3.1 Evaluation:

Price will be the sole evaluated factor. The Government will evaluate the price quote to determine whether the offered price is fair and reasonable. It will also be analyzed to determine whether it is realistic for the work to be performed, reflects a clear understanding of the solicitation requirements and the risk inherent in the offeror's approach.

4. Basis for Award:

Award will be made to the responsible offeror who submits the lowest priced quote.

5. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance and rental services as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract.

6. Background: USACE AES HQ compound was established in August, 2009. Although the maintenance of the compound facilities will ultimately fall under the responsibility of the Logistics Capability (LOGCAP IV) contract, that responsibility has not yet been transferred to LOGCAP. This contract will provide interim generator maintenance coverage until such time as LOGCAP adds the USACE facilities to the supporting density lists.

7. Objectives:

a. **For maintenance units:** The contractor shall maintain the installed generator units at the USACE AES HQ Compound in accordance with the manufacturer's recommendations. The contractor shall respond to routine and emergency service orders to repair unexpected failures of generator units.

b. **For rental units:** The contractor shall provide two (2) 17.7 KW generators at the USACE North Air Field Compound; and two (2) 24 KW generators at the USACE AES South Park Office Compound . Provided generators shall provide required power, to ensure each site has uninterrupted and consistent electric power. The contractor shall respond to routine and emergency service order to repair unexpected failures of provided units.

8. Scope: The contractor shall maintain the installed generator units in accordance with the manufacturer's recommendations. Each installed unit shall be checked as required by best commercial practices in order to keep each generator operating at peak efficiency. Maintenance and rental services shall include:

a. **Generator Maintenance, USACE AED-S HQ Compound:** The contractor shall provide maintenance to three (3) existing 320KW generators to ensure un-interrupted power. Preventative maintenance shall be scheduled in accordance with manufactures guidelines. Such as 250 hr oil changes to include filter replacement, 500 hr air filter changes and all other recommended practices. Any required repairs are considered non-recurring actions resulting from the unplanned or emergent failure of generator units. Repairs include all the actions outside the scope of routine maintenance that are necessary to keep the generator units functioning in accordance with the manufacturer's specifications. Repairs shall be accomplished by way of separate purchase order. In general, the contractor shall ensure seamless power generation during shut-down and maintenance of back-up generators.

b. **Generator Rental, USACE AED-S North Air Field Office Compound:** The contractor shall provide rental services to provide two (2) 17.6 KW generators minimum with no interruption of power. Preventative maintenance shall be performed in accordance with manufactures guidelines. The contractor shall ensure seamless power generation during shut-down and maintenance of back-up generators.

c. **Generator Rental, USACE AED-S South Park Office Compound:** The contractor shall provide rental services to provide two (2) 24 KW generators minimum with no interruption of power. Preventative

maintenance shall be performed in accordance with manufactures guidelines. The contractor shall ensure seamless power generation during shut-down and maintenance of back-up generators.

d. In general, the contractor shall make recommendations to replace failed units that are more economical to replace than repair.

9. Period of Performance:

The period of performance shall be from **18 June 2011 – 31 December 2011**, to include one (1) six (6) month option period.

10. General Information

10.1 Quality Control: The contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which he assures himself and the Government that his work complies with the requirement of the contract. The initial QCP shall be delivered to the COR within 30 days of contract award. After acceptance of the initial QCP, the contractor must receive the contracting officer's acceptance in writing of any proposed change to his QC system. Any subsequent revisions to the QCP shall be delivered to the COR within 5 days of the change.

10.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan—see Technical Exhibit 3. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards shall be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

10.3 Recognized Holidays: The contractor is required to perform services on any recognized holidays if needed.

10.4 Hours of Operation: The contractor is responsible for conducting business as required in order maintain the generators in a proper operating posture. The Contractor must maintain an adequate workforce at all times to ensure the generators are maintained in accordance with acceptable commercial standards.

10.5 Place of Performance: The work to be performed under this contract will be performed at USACE facilities onboard the Kandahar Air Field (KAF) military base. These locations include the USACE AES HQ compound.

10.6 Type of Contract: The government will award a firm fixed price contract in response to this requirement.

10.7 Security Requirements: Contractor personnel performing work under this contract must have a Letter of Authorization (LOA) generated by the Synchronized Pre-deployment and Operational Tracker (SPOT) and approved by the Contracting Officer. Additionally, contractor personnel performing under this contract must have a KAF access badge issued by the appropriate Garrison Commander to allow for unescorted access to the USACE facilities. The security and reporting requirements are in accordance with DFARS 252.225-7040, Class Deviation 2007-O0010, and local KAF badging policies.

10.8 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

10.9 Key Control. Not Applicable.

10.10 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are

changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

10.11 Periodic Progress Meetings: The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer and/or COR will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. Minutes, records, attendees of these meetings shall be captured and maintained by the contractor, with copies forwarded to the COR within 5 days following the meeting. These meetings shall be at no additional cost to the government.

10.12 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR will be authorized via separate letter to perform specific functions necessary for effective contract performance. It is anticipated these functions will include: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel, review invoices for accuracy and validity and make recommendations to the Contracting Officer for payment. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

10.13 Key Personnel: The follow personnel are considered key personnel by the government:

- Site Manager/Supervisor

The contractor shall provide a site manager/supervisor who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The site manager/supervisor or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The site manager/supervisor or alternate shall be available between 0700 and 1700 each day. The site manager/supervisor shall be able to speak, write, and understand fluent English.

10.14 Identification of Contractor Employees: All contract personnel attending meetings and working in situations where their contractor status is not obvious to third parties are required to identify themselves by visibly displaying his/her KAF badge in order to establish their legitimacy for being onboard the USACE compound. The contractor must also ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

10.15 Contractor Travel: The contractor shall be required to travel to each USACE facility onboard the KAF compound. Travel expenses shall be included in the contractor's total proposed price. Unless specifically directed by the Contracting Officer prior to, travel to USACE facilities outside of KAF is not permitted under this contract, and will not be reimbursed. Separate travel expenses will not be reimbursed under this contract unless agreed to by the Contracting Officer prior to the commencement of any travel.

10.16 Other Direct Costs: There are no Other Direct Costs (ODCs) authorized with this contract. This contract is for the routine and recurring maintenance and repairs of generator units installed on the USACE facilities onboard KAF. The firm-fixed price contract line item (CLIN) for the routine and recurring maintenance must include all the labor and supervision as well as all the normal wear & tear, non-durable parts, materials, and supplies necessary to conduct the routine and recurring maintenance. Any cost associated with a non-routine maintenance action (e.g. repair) will be authorized under an individual job order (IJO). Each IJO must include all the labor, supervision, parts, materials, and supplies necessary to conduct the repair. See paragraph 1.7.

10.17 PHASE IN /PHASE OUT PERIOD : There is no phase-in/phase-out period associated with this contract. The Contractor shall have the personnel, materials, and resources onboard and ready to commence full performance of services at the time of contract award.

11. Repairs: The contractor shall notify the COR anytime a generator unit requires service that falls outside the bounds of routine and recurring maintenance as established by this PWS. The COR will notify the Contracting Officer, and the Contracting Officer will submit a Request For Quote (RFQ) to the contractor in order to identify the estimated cost to restore the generator unit to a normal operating condition in accordance with the manufacturer's specifications. Repairs will be accomplished via separate purchase order(s). After a mutually agreeable price has been established, an approved purchase order will be issued to the contractor. Repairs will also include the installation and un-install of generator units as recommended by the COR and approved by the Contracting Officer.

12. Invoicing: Each month, the contractor shall prepare an invoice package for the routine maintenance services and repairs accomplished during the month. This invoice package must be received by the COR no later than the 5th working day of the following month. The invoice package will consist of a DD Form 250 cover sheet, the contractor's invoice, copies of any other supporting documentation such as part or material invoices. The COR will review the invoice package and forward all properly submitted packages to the Contracting Officer for approval and payment. The COR will reject any invoice packages that are not properly submitted. See paragraph 5.3.

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. **DEFINITIONS:**

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

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

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

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

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

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

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

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

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

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

2.1.11. **REPAIRS.** Repairs are non-recurring actions resulting from the unplanned or emergent failure of HVAC units. Repairs will typically NOT be the result of normal wear and tear. Repairs include all the actions outside the scope of routine maintenance that are necessary to keep the HVAC units functioning in accordance with the manufacturer's specifications. Repairs will be accomplished via Individual Job Orders (IJOs). IJOs will be individually submitted by the contractor, reviewed and recommended by the COR, and approved by the Contracting Officer. Repairs will also include the installation and un-install of HVAC units as recommended by the COR and approved by the Contracting Officer. See paragraph 1.7.

2.1.12. **ROUTINE MAINTENANCE.** Routine maintenance are those recurring actions necessary to keep the HVAC units functioning in accordance with the manufacturer's specifications. Routine maintenance includes periodic and recurring checks and inspections of the installed HVAC units to ensure proper operation, cleaning condensers, evaporator coils, filters, and the inside and outside unit housing, replacing nominal parts and

components that fail as a result of normal wear and tear, and recharging refrigerant gas on a routine and recurring basis as necessary to ensure the HVAC unit operates in accordance with manufacturer's specifications. Routine maintenance actions are included in cost of the contract. Routine maintenance will be accomplished by the contractor without any oversight or further approval by the Government.

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

2.1.14. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.15. **WORK WEEK.** Saturday through Thursday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
HVAC	Heating, Ventilation, and Cooling
IJO	Individual Job Order
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will not provide any services under this contract.

3.2 Facilities: The Government will not provide any facilities under this contract.

3.3 Utilities: The Government will provide utilities (water, electricity (110V/60 Hz). The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment: The Government will not provide any equipment under this contract.

3.5 Materials: The Government will not provide any equipment under this contract.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract.

4.2 Secret Facility Clearance: Not applicable.

4.3. Materials: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract.

4.4. Equipment: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. GENERATOR MAINTENANCE, USACE AED-S HQ COMPOUND:

The contractor shall conduct routine maintenance on the installed generator units. Routine maintenance are those recurring actions necessary to keep the generator units functioning in accordance with the manufacturer's specifications. Routine maintenance includes periodic and recurring checks and inspections of the installed generator units to ensure proper operation—see paragraph 1.4. The contractor will develop a schedule that demonstrates when the routine and recurring maintenance will be accomplished and the frequency thereof. This schedule will be presented to the COR for review and approval within 5 days following contract award. Any changes, additions, deletions to the schedule will be presented to the COR for review and approval within 3 days of proposed change.

Routine maintenance shall be conducted by the contractor on a recurring and consistent basis in accordance with the approved schedule and without any oversight or further approval by the Government.

Routine maintenance costs shall be included with the cost of contract and shall be invoiced at a monthly flat rate. The contractor shall submit an invoice for the routine maintenance costs by the 5th working day of the following month.

5.1.a. GENERATOR REPAIRS, USACE AED-S HQ COMPOUND:

The contractor shall conduct repairs on installed generator units as approved by the COR and the Contracting Officer. Repairs are non-recurring actions resulting from the unplanned or emergent failure of generator units. Repairs include all the actions outside the scope of routine maintenance that are necessary to keep the generator units functioning in accordance with the manufacturer's specifications. Repairs shall also include the installation and un-installation of generator units. The contractor shall notify the COR anytime a generator unit requires service that falls outside the bounds of routine and recurring maintenance as established by this PWS. The COR will notify the Contracting Officer, and the Contracting Officer shall submit a Request For Proposal (RFP) to the contractor in order to identify the estimated cost to restore the generator unit to a normal operating condition.

Repairs will be accomplished via issuance of a separate purchase order. After a mutually agreeable price has been established, a separate purchase order shall be issued to the contractor. Repairs shall also include the installation and un-install of generator units as recommended by the COR and approved by the Contracting Officer.

Completed repairs will be itemized, delineated and billed on the monthly invoices submitted as described in paragraph 5.3.

5.2 GENERATOR RENTAL, USACE AED-S - NORTH AIRFIELD AND SOUTH PARK OFFICE COMPOUNDS:

The contractor shall provide two (2) 17.6KW generators at the North Air Field Office Compound; and two (2) 24 KW generators at the South Park Office Compound . Provided generators shall provide required power, to ensure each site has uninterrupted and consistent electric power. The contractor shall maintain the provided generators in accordance with the manufactures recommendations. The contractor will respond to routine and emergency service orders to repair unexpected failures of provided units. The cost of those repairs is the responsibility of the contractor.

The monthly rental fee shall include all the costs necessary to maintain the generators sets in a proper operating order, and in accordance with manufactures recommendations.

5.3. INVOICING.

Each month, the contractor shall prepare an invoice package for the routine maintenance services and repairs accomplished during the month. This invoice package must be received by the COR no later than the 5th working day of the following month. The invoice package will consist of a DD Form 250 cover sheet, the contractor's invoice, copies of any supporting documentation such as part or material invoices.

The contractor shall complete Blocks #1 through #20 of the DD Form 250 and forwarded along with all other supporting documentation to the COR for review, acceptance, signature, and date. See Attachment 2. Using blocks #15 through #20 of the DD Form 250, the contractor will provide a summary line item for each category of services, repairs, or other authorized charges which are being presented for payment for the month. The COR will complete blocks #21 and #22, and forward the completed DD Form 250 with all supporting documentation to the Contracting Officer for final approval.

The contractor's invoice will include the following information at a minimum:

- Contractor name and address
- Contract number
- Unique invoice number
- Description of services provided
- Date services were provided
- Signature, printed name, title, mailing address, email address of designated contractor official

The COR will review the invoice package and forward all properly submitted packages to the Contracting Officer for approval and payment. The COR will reject any invoice packages that are not properly submitted.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all local applicable regulations, publications, manuals, policies and procedures.

6.2. The Contractor must abide by the requirements of EM 385-1-1: USACE Safety and Health Requirements Manual. A copy of the EM 385-1-1 can be downloaded from the following weblink:

http://140.194.76.129/publications/eng-manuals/em385-1-1/2008_English/toc.html

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Technical Exhibit List:

- 7.1. Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Technical Exhibit 2 – DD Form 250: Material Inspection And Receiving Report
- 7.3. Technical Exhibit 3 – Quality Assurance Surveillance Plan (QASP)

TECHNICAL EXHIBIT 1

Performance Requirements Summary – Generator Maintenance

Performance Objective	Standard	Performance Threshold	Method of Surveillance
<p>PRS # 1: Maintenance. The contractor shall provide routine and recurring maintenance as described in paragraph 5.1 of the PWS.</p>	<p>The contractor shall provide routine and recurring maintenance as delineated in the approved maintenance schedule.</p>	<p>Routine and recurring maintenance shall be provided on the scheduled day in accordance with the PWS as measured by the below performance threshold table.</p>	<p>Periodic Surveillance by the COR; Periodic inspection of maintenance schedule by the COR.</p>
<p>PRS # 2: Repairs. The contractor shall provide repairs as described in paragraph 5.2 of the PWS.</p>	<p>The contractor shall respond to any repairs in a timely manner, and complete any repairs within a reasonable period.</p>	<p>All power outages will be responded to within 1 hour. All repairs will be completed within 8 hours to be considered “acceptable”. Any power outage which substantially impedes the power for more than 8 hours will be considered “unacceptable”.</p>	<p>Periodic Surveillance by the COR; Customer complaint.</p>

Performance Requirements Summary for: Generator Rental

Performance Objective	Standard	Performance Threshold	Method of Surveillance
<p>PRS # 1: Rental. The contractor shall provide generator sets to satisfy the electrical load of the specified site as described in paragraph 5.1 of the PWS.</p>	<p>The contractor shall respond to any repairs in a timely manner and complete any repairs within a reasonable period.</p>	<p>All power outages will be responded to within 30 minutes. All repairs will be completed within 4 hours to be considered “acceptable.” Any power outages that substantially impede the power for more than 6 hours will be considered “unacceptable”.</p>	<p>Periodic Surveillance by the COR; Customer compliant.</p>

Performance Level	Performance Threshold
Outstanding	>98%
Acceptable	95% - 98%
Marginal	91% - 95%
Unacceptable	< 90%

TECHNICAL EXHIBIT 2
DD Form 250
(Material Inspection And Receiving Report)

A copy of the DD Form 250 (Material Inspection And Receiving Report) can be downloaded from the following weblink:

<http://www.dtic.mil/whs/directives/infomgt/forms/efoms/dd0250.pdf>

Guidance for completing the DD Form 250 can be downloaded from the following weblink:

<http://dccw.hqda.pentagon.mil/downloads/DD%20Form%20250%20Guidance-new.doc>

TECHNICAL EXHIBIT 3

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS) for USACE locations: AED-S HQ Compound - Generator Maintenance; North Airfield Compound, and South Park office Compound – Generator Rentals. This performance-based plan sets forth the procedures and guidelines the COR will use in evaluating the technical performance of the contractor.

1.1 PURPOSE

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

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

1.2 PERFORMANCE MANAGEMENT APPROACH

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

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

1.3 PERFORMANCE MANAGEMENT STRATEGY

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

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

2.0 ROLES AND RESPONSIBILITIES

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

2.2 The KO will designate one full-time COR as the Government authority for performance management. The number of additional representatives serving as CORs depends upon the complexity of the services measured as well as the contractor's performance.

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

3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The contractor shall provide generator maintenance and repair services in accordance with the PWS. The performance standards are established in the PWS. The acceptable levels of performance are delineated in Technical Exhibit 1: Performance Requirements Summary.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

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

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

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

5.0 QUALITY ASSURANCE REPORTING

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

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

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

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

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

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

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

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

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

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

7.0. FAILURE TO PERFORM

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

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

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:

SURVEY PERIOD: _____

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

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

ANALYSIS OF RESULTS:

Observed Service Provider Performance Measurement Rate = _____%

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

NARRATIVE OF PERFORMANCE DURING SURVEY PERIOD:

Prepared by: _____ Date: _____

CONTRACTOR ACKNOWLEDGEMENT BY: _____

Date: _____

Corrective Action Plan: _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Generator Maintenance FFP USACE AES HQ Compound: The contractor shall provide all personnel, equipment, supplies, fuel, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract. FOB: Destination	6.50	Months		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Generator Rental FFP USACE AED-S NORTH AIR FIELD OFFICE COMPOUND: The contractor shall provide generator rental services to provide two 92) 17.7 KW generators minimum with no interruption of power. FOB: Destination	6.50	Months		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Generator Rental FFP USACE AES SOUTH PARK OFFICE COMPOUND: The contractor shall provide generator rental services to provide two (2) 24 KW generators minimum with no interruption of power. FOB: Destination	6.50	Months		

NET AMT

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

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Generator Maintenance FFP 01JAN 2012 - 30 JUN 2012 USAE AES HQ COMPOUND: The contractor shall provide all personnel, equipment, supplies, fuel, facilities, transportation, tools, materials, supervision, labor and any other items and non-personal services necessary to perform generator maintenance as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Generator Rental FFP 01 JAN 2012 - 30 JUN 2012 USACE AED-S NORTH AIR FIELD OFFICE COMPOUND: The contractor shall provide generator rental services to provide two (2) 17.7 KW generators minimum with no interruption of power. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Generator Rental FFP 01 JAN 2012 - 30 JUN 2012 USACE AES SOUTH PARK OFFICE COMPOUND: The contractor shall provide generator rental services to provide two (20 24 KW generators minimum with no interruption of power. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	DBA Insurance FFP 01 JAN 2012 - 30 JUN 2012: The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rates (s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the Government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination	1	Lump Sum		

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.222-29	Notification Of Visa Denial	JUN 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	MAR 2011
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUL 2009
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7997 (Dev)	Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation)	AUG 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
 - (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (9) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

___ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

___ (23) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

___ (25) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

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

___ (27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (28) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

- ___ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ___ (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- ___ (36) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (37)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (39) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- ___ (43) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- ___ (46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (47) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.
- ___

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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.

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

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

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:

Name
 Phone number
 e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

C3 CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

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

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

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

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

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

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

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with humanity or respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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

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

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

- (1) The total number of armed civilians and contractors.
- (2) The names and contact information of its subcontractors at all tiers.
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

C₃ CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

- (a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.
- (b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.A
- (c) **FGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch.

C₃ CLAUSE 952.225-0003 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/fy2010.html> (change fiscal year as applicable).

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

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

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

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

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

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

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

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

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

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

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

- (a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).
- (1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.
- (i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.
 - (A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.
 - (B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.
 - (ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.
 - (iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.
 - (iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.
 - (v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

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

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

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

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

U.S. Citizens Accompanying the Force

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

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

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

C₃ PROVISION 952.225-0014 NOTIFICATION OF SUBCONTRACTING REQUIREMENTS (JUL 2010)

- (a) Performance of work by a host nation contractor when utilizing a subcontractor. The offeror shall provide, with its proposal, the following for each subcontractor:
 - (i) The total proposed amount of the work (in terms of proposed price/cost) to be performed by the offeror;
 - (ii) Name and address of the subcontractor;
 - (iii) A copy of Iraqi/Afghan business license;
 - (iv) The banking information for each subcontractor to include but not limited to the bank name, routing identifier, account number and name(s) on account(s);
 - (v) The information on the subcontractors's key personnel (to include full name, address, nationality, passport # - as applicable, date of birth); and
 - (vi) The total proposed amount of work (in terms of proposed price/cost) to be performed by the subcontractor under the contract, task order, or delivery order, or other contract mechanism.
- (b) If the offeror intends to subcontract work to be performed under the contract, task order, delivery order, or other contract mechanism, the offeror shall identify in its proposal a description of the added value provided by the offeror as related to the work to be performed by the subcontractor (s).
- (c) If any subcontractor proposed under the contract, task order, delivery order, or other contract mechanism, intends to subcontract to a lower-tier subcontractor for work to be performed under its subcontract, the offeror shall identify in its proposal:
 - (i) The amount of the subcontractor's costs applicable to the work to be performed by the lower-tier subcontractor(s); and
 - (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).
- (d) If any contractor and its subcontractors at all tiers require arming or private security under this contract they shall agree to obey all respective laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection.

C3 CLAUSE 952.225-0015 SUBCONTRACTING REQUIREMENTS (JUL 2010)

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

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

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

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

- (i) The amount of the subcontractor's price/costs applicable to the work to be performed by the lower-tier subcontractor; and
- (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor.

(b) Payrolls and basic records.

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

(c) Lower-tier Subcontracts.

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

(d) Private Security.

If any contractor and its subcontractors at all tiers require arming or private security under this contract they shall agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection.

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

- (a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and C₃ contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. The fixed rates for this insurance are as follows:

Service \$3.50 per \$100 of employee remuneration
 Construction \$6.00 per \$100 of employee remuneration
 Aviation \$17.00 per \$100 of employee remuneration
 Security \$10.00 per \$100 of employee remuneration

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

1. Compensation of Covered Employees: _____
 (Total Payroll Not total Contract Value) Ex: if total payroll is \$100K
2. Applicable DBA rate: _____
 (Use appropriate Rate) Ex: If a service, the rate is \$3.50/\$100 or 4%
3. Total DBA COST: _____
 (Amount of DBA Premium) Ex: \$100K multiplied by 4% is \$4K

- (c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.
- (d) Use of the coverage under the USACE contract with CNA is mandatory. CNA Insurance is utilizing Rutherford International as their managing broker. The point of contact (POC) is Sara Payne, US Phone: 001-703-813-6503; e-mail: sara.payne@rutherford.com.

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

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

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

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

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

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

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

UFC: http://65.204.17.188/report/doc_ufc.html

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

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

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

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

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

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to--

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

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

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

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes-

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

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

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

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

(A) Request the Contracting Officer or other Government point of 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/spottracker>.

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

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

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

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing,

contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

(1) Evacuation.

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

(End of clause)

CONTRACT MANPOWER REPORTING CL

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs)

Operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and Delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the Purposes of reporting this information); (11) Locations where contractor and Subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting Period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.