

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 12-Nov-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) 1   14
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W917PM-09-R-0008
				X	9B. DATED (SEE ITEM 11) 03-Nov-2008
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Facilities of Higher Education Kunduz, Baghlan, Badakshan, Takhar, Afghanistan  The Purpose of this amendment is as follows: The due date for receipt of proposals has been changed to 14 December 2008. Add Section 00110 Proposal Preparation and Section 00120 Proposal Evaluation The FTP site to download drawings is: ftp://ftp.usace.army.mil/pub/aed/ POC for site visit is: (See continuation page) Add additional information to section 00600 and section 00800. Provide Original and 2 copies for Technical Proposal and Original and 1 copy for Price Proposal. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 12-Nov-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

SECTION 00110

Faculties of Higher Education

Bamyan Province, Afghanistan

**SECTION 00110  
OTHER CONSTRUCTION  
LOW-PRICED, TECHNICALLY ACCEPTABLE (LPTA)**

**PROPOSAL PREPARATION**

**1. INQUIRIES**

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)  
Afghanistan Engineer District (AED)  
Qalaa House, Attention: Stella Lejeune]  
Kabul, Afghanistan

E-MAIL ADDRESS: stella.m.lejeune2@usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 4 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

**2. DIRECTIONS FOR SUBMITTING PROPOSALS**

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

MARK PACKAGES:  
Solicitation No. W917PM-09-R-0001  
Offer Closing Date: 13 December 2008]  
Offer Closing Time: 5:00 p.m.  
(LOCAL KABUL TIME)

ADDRESS PACKAGES TO:  
U.S. Army Corps of Engineers (USACE)  
Afghanistan Engineer District (AED)  
Qalaa House, Attention: Stella Lejeune]  
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers who desire to hand-deliver their offers notify the Contract Specialist in advance in order to be met at the entrance gate to Qalaa House Compound.

### 3. PREPROPOSAL CONFERENCE / SITE VISIT

The Preproposal Conference shall be held 11 November 2008 at 3 p.m. and no Site Visit shall be held.

**IMPORTANT NOTES.** (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

### 4. TELEGRAPHIC OFFERS -- TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.

However, offers may be withdrawn by written or telegraphic notice. Any telegram to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals. A telegraphic withdrawal of an offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the RFP for receipt of offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the RFP, and shall sign the envelope. The offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

### 5. FACSIMILE OFFERS

Facsimile offers, modifications thereto, or cancellations of offers will not be accepted.

### 6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

#### a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

(1) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents; and the identity of the offeror. Additionally, clearly identify the "original" cost/price proposal and the "original" technical proposal on the outside cover.

(2) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.

(3) No dollar amounts from the Price Proposal are to be included in the Technical Proposal.

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

(5) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

b. DISCUSSIONS. The Government **does not** intend to enter into discussions with offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions, Alternate I.

c. COST OR PRICING DATA. Offerors are not required to submit Cost or Pricing Data with their offers.

d. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents and the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.

(4) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

e. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit the ORIGINAL and ONE additional hard copy sets of the Price Proposal.

(2) Size Restrictions and Page Limits. Use only 8 ½" x 11" pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart. Note: If the Offeror is not required to submit any information under a listed Tab in accordance with the instructions below, that tab can be omitted. However, do not renumber the subsequent tabs.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF 1442 and Acknowledgement of Amendments
#3	Section 00010, Pricing Schedule
#4	Representations, Certifications, and Other Statements of Offerors
#5	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

**TAB 1:** The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all offerors. This provision, titled "Instructions to Offerors—Competitive Acquisition," and the format for the proposal cover sheet are furnished elsewhere in this section.

**TAB 2:** The SF 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

**TAB 3:** Section 00010 is to be completed in its entirety by all Offerors. See Section 00010 with attached notes, for further instructions.

**TAB 4:** All Offerors must have electronically completed the annual representations and certifications on the "Online Representations and Certifications Application" (ORCA) website or respond with the completed representations / certifications found in the solicitation.. The offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the offeror must also complete and return the "Representations, Certifications, and Other Statements of Offerors" included in the solicitation. If the offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

**TAB 5:** If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

**f. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL**

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and ONE (1) additional set of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor #1	EXPERIENCE
Factor #2	PERSONNEL
Factor #3	PAST PERFORMANCE

(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (a maximum of 5 forms)
- Factor #2, Personnel – Limited to 1 page for each resume provided
- Factor #3, Past Performance – No page limitation

Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

(4) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each TAB.

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the offeror and/or proposed team, including sub-contractors, on projects same/similar to that described in the solicitation for same/similar construction work as that within this solicitation.

The Contractor shall complete a minimum of three (3), but no more than five (5), "Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed with the last 3 years. At least two (2) of the projects provided must be valued at over \$500,000.00.

If any of the information required is not included in the form then the contractor will be considered non-responsive and evaluated as unacceptable.

(ii) **TAB 2: FACTOR 2, PERSONNEL:** The offeror must provide resume data for the following key personnel: Project Manager, Safety Officer, Project Architect, Senior Structural Engineer, Senior Civil Engineer, Senior Electrical Engineer Quality Control Manager, and Construction Superintendent.

Resume information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization, if applicable
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract

All key personnel shall have a degree in the field of work governed by the position they are assigned to and a minimum of five (5) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

(iii) **TAB 3: FACTOR 3, PAST PERFORMANCE:** For the projects listed under Factor 1 – Experience, provide letters of recommendations, commendations and/or awards. The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information the Government has available to evaluate a contractor's past performance.

The Government may contact references provided as part of Factor 1 – Experience for information regarding the offeror's past performance on the project and for the purposes of assessing and verifying the scope of the work performed. Offerors should provide accurate, current, and complete contact information for references provided in the project descriptions.

## 7. Proposal Cover Sheet

<b>PROPOSAL COVER SHEET</b>	
1.	Solicitation Number:
2.	The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available):
3.	A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.
4.	Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:

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

8. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performance on each proposal in accordance with FAR 15.101-2(b)(3). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award. See also Section 00120.



SECTION 00120

**SECTION 00120**  
**OTHER CONSTRUCTION**  
**LOW-PRICED, TECHNICALLY ACCEPTABLE (LPTA)**  
**PROPOSAL EVALUATION AND CONTRACT AWARD**

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performance on each proposal in accordance with FAR 15.101-2(b)(3). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award.

3. BASIS OF AWARD. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

b. The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on either a CLIN, element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the offeror to all general and special contract provisions and clauses.
- (2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:
  - (a) Have adequate financial resources to perform the contract or the ability to obtain them.
  - (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
  - (c) Have a satisfactory performance record.
  - (d) Have a satisfactory record of integrity and business ethics.
  - (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. **EVALUATION OF THE TECHNICAL PROPOSAL.** The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will review the project experience of the offeror, including subcontractors, on projects provided in response to Section 00110, Factor 1. Offerors must meet all of the following minimum acceptability standards to receive a "GO" on this factor:

- Offeror must have at least three (3) projects that are same/similar to that of the work found in this solicitation; AND
- At least two (2) of the projects submitted must be valued at over \$500,000.00, and they must have been completed, or underway, within the last 3 years.

Failure to demonstrate the minimally acceptability standards under this factor will result in a "NO GO" rating and possible elimination from further consideration for contract award.

b. **FACTOR 2: PERSONNEL:** The Government will review the resumes provided in response to Section 00110, Factor 2. Offerors must demonstrate all of the following minimum acceptability standards to receive a "GO" on this factor.

The offeror must demonstrate in all resumes that the key personnel proposed have:

- a degree in the field of work governed by the position they are assigned to; AND
- a minimum of five (5) years of professional experience in their field; AND
- experience on projects same/similar to the work in this solicitation working in the position they are assigned to under this contract.

Failure to demonstrate the minimally acceptability standards under this factor will result in a "NO GO" rating and possible elimination from further consideration for contract award.

c. **FACTOR 3: PAST PERFORMANCE:** The Government will review the letters of reference submitted by the offeror in response to Section 00110, Factor 1, and may contact points of contacts listed on the "Experience Information" forms submitted under Factor 1. Offerors must demonstrate the following minimum acceptability standards to receive a "GO" on this factor:

- All past or current references must recommend either hiring or using the offeror again for future work and/or reflect positive performance of the work requirements.

Failure to demonstrate the minimally acceptable criteria under this factor will result in a "NO GO" rating and elimination from further consideration for contract award. Offerors with no past performance information will receive a "NEUTRAL" rating for this factor.

## 6. **GENERAL TECHNICAL CRITERIA**

- a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.
- c. The Government cannot make award based on a deficient offer. Therefore, receipt of a "NO GO" determination of acceptability for any factor will make the offer ineligible for award, unless the

Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

**CLAUSES INCORPORATED BY FULL TEXT**

7. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

## SECTION 00600 - REPRESENTATIONS &amp; CERTIFICATIONS

The following have been modified:

AI26.6

**Section 00600 – Representation & Certifications**

**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)

**SECTION "00600"**

**AI 25.3 Compliance with Law and Regulations.** Insert the following special contract requirement to **Section H** of all contracts with performance in Iraq and Afghanistan.

**Compliance with Laws and Regulations (5 Nov 07).** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future 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 fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious 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.

(End)

**AI 26.6 Afghanistan "Afghan First" Program Implementation.** Insert the following mandatory language to **Section K**, Representations and Certifications, of solicitations for services and construction contracts to be performed in Afghanistan.

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

The vendor/offeror is required to identify, as outlined below, the total projected number of Afghans and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Afghan or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. Third Country Nationals (TCNs) are defined as individuals who are citizens of a country other than Afghanistan or a Coalition country.

Is your company an Afghan-owned Company: Yes \_\_\_ No \_\_\_. If yes, the % of Afghan ownership is: \_\_\_\_\_

Total Employed by your Company :

Total Afghan citizens Employed by your Company:

Total Foreign citizens Employed by your Company :

Value of Subcontracts for this Contract:

Value of Subcontracts for this Contract to Afghan-owned Companies:

Value of Subcontracts for this Contract to Foreign-owned Companies:

Number of Afghanistan citizens to receive training under this Contract:

(End)

## SECTION "00800"

**AI Other Changes in Contract Performance.** It is recognized by the parties entering into this contract that performance of the contemplated project will take place in Afghanistan. Afghanistan has been designated by the President of the United States as an area in which Armed Forces of the United States are and have been engaged in combat. As such, circumstances may cause the contemplated project to be effected during said performance. Examples of such circumstances include but are not limited to: Outbreak of hostilities in or near the project site; changes in contemplated project site (ownership of the project); U.S. Government and Afghanistan Government policy changes; site access denials; and other unforeseeable changes in the conditions of the project site that prevent the completion of the project as originally contemplated. Such circumstances may require the contract to be terminated, relocated, redesigned, etc, or a combination of factors. The aforementioned possibly remedy to unforeseen circumstances is meant to be illustrative and not all inclusive. In the event the Contractor is UNABLE to perform the project on the site set forth and described in the contract for any of the circumstances set forth above, the Contractor shall be entitled to an equitable adjustment to the effected terms and conditions of the contract.

**AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07):** All contractors ("contractors" herein below includes 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, when the person is or has been a victim of a severe form of trafficking in persons.

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 (50 sf) 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 laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

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.

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

(End)

**ADD THE FOLLOWING TO THE STATEMENT OF WORK WHEN DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):**

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. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, 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 protectives 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 electrophysiologic 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 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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.

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

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

#### **ADD THE FOLLOWING TO THE STATEMENT OF WORK:**

**Quarterly Contractor Census Reporting (12 Nov 07).** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to [JCCLJ2J5J7@pco-iraq.net](mailto:JCCLJ2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

**AI 25.3 Compliance with Laws and Regulations (5 Nov 07).** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future 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 fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious 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.

(End)

**DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.**

Paragraph (c)(1) Support - Contractor Security. The Contracting Officer must include in the contract the level of protection to be provided to contractor personnel. This language is to be added to the Statement of Work. JCC-I/A does not have mandatory language but the CO must determine security needs in coordination with the in theater customer.

Paragraph (c)(2) Support - Medical Care. This paragraph defines the medical treatment available to contractor personnel as being limited to resuscitative and stabilization care only unless specified elsewhere in the contract. JCC-I/A mandatory language is in Acquisition Instruction (AI) Part 25. 2.

Paragraph (c)(3) Support – Personnel. The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, billeting and dining facilities. JCC-I/A does not have mandatory language but the CO must determine the availability of support such as billeting in coordination with the in-theater customer. Billeting at many locations in Iraq and Afghanistan is at full capacity.

Paragraph (c)(4) Support – Letter of Authorization. Contractor privileges and support identified in the Statement of Work must be authorized by the Contracting Officer in a Letter of Authorization (LOA). The LOA format in PGI 225.7204-3(d)(3) shall be followed for consistency or use the LOA generated by SPOT.

Paragraph (f) Processing and Departure Points. The only deployment center is located at Ft Benning, Georgia. The Statement of Work must include the website where offerors / contractors may obtain all necessary information for employee processing to deploy to Iraq or Afghanistan.

Paragraph (g) Personnel Data List. The paragraph deviation required by DoD Memorandum dated March 2007 implements the Synchronized Pre-Deployment & Operational Tracker (SPOT) must be substituted for the existing paragraph.

DoD Class Deviation 2007-00004, Synchronized Predeployment and Operational Tracker, issued on March 19, 2007. This deviation is effective until incorporated into the DFARS or otherwise rescinded.

(g) Personnel data.

(1) In accordance with DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Forces deployed outside the United States as specified in paragraph (b)(i) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>)

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

Paragraph (j) Weapons. The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense. If arming of personnel is likely for any reason, mandatory language of AI 52.6, Arming of Contractors: Iraq / Afghanistan, must be inserted in the Statement of Work of the solicitation and any resulting contract. JCC-I/A mandatory language is in Acquisition Instruction AI 52.6 provided below.

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Letters Of Authorization (LOA): Every contract employee who will need a an identification badge provided in Iraq or Afghanistan will need an LOA. Further, LOAs are needed to show authorization to use support facilities. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified.

#### **DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility**

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

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or 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 DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with force when use of such force reasonably appears necessary to execute their security mission to 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 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 a minimum—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

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

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

(3) The Contractor shall notify all personnel who are not a 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 contact to sponsor its AKO guest account;

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

(C) Enter the AKO sponsor username; and

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

(iii) *Registration in SPOT.*

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

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

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

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

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

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

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

- (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.
- (o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)