

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                           |                                                                                                                              |                               |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1. SOLICITATION NO.<br>W917PM-09-R-0112-0002                                              | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>20-Oct-2009 | PAGE OF PAGES<br>1 OF 68 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |                                                                                                                              |                               |                          |
| 4. CONTRACT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5. REQUISITION/PURCHASE REQUEST NO.                                                       | 6. PROJECT NO.                                                                                                               |                               |                          |
| 7. ISSUED BY<br>AFGHANISTAN DISTRICT NORTH (AEN)<br>US ARMY CORPS OF ENGINEERS<br>OPERATION ENDURING FREEDOM<br>APO AE 09356<br><br>TEL: _____ FAX: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CODE<br>W5J9JE                                                                            | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE _____<br><br><b>See Item 7</b><br><br>TEL: _____ FAX: _____           |                               |                          |
| 9. FOR INFORMATION CALL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | A. NAME<br>KENNETH R CARLETON                                                             | B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS)                                                               |                               |                          |
| <b>SOLICITATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                                                              |                               |                          |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                           |                                                                                                                              |                               |                          |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date)</i> :<br><br>The U.S. Army Corps of Engineers, Afghanistan District North intends to issue a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) for construction type work throughout Northern Afghanistan. This solicitation was synopsised and solicited earlier under the same number. Amendment 0001 suspended the original solicitation.<br><br>This solicitation will result in a MATOC for three (3) years total with one (1) 12 month base year with two (2) one year options. The total contract capacity of the MATOC contract(s) will be \$240,000,000 over the life of the contracts. Up to five awards will be made under this MATOC. The magnitude of this requirement is between \$1,000,000 and \$40,000,000.<br><br>A PRE-PROPOSAL CONFERENCE WILL BE HELD ON 5 December 2009 at 10:00 AM local time, Qalaa House, Kabul Afghanistan.<br>SOLICITATION FORMAT:<br>SECTION 00010 SOLICITATION CONTRACT FORM/BIDDING SCHEDULE<br>SECTION 00100 INSTRUCTIONS TO BIDDERS<br>SECTION 00600 REPRESENTATIONS & CERTIFICATIONS<br>SECTION 00700 CONTRACT CLAUSES<br>SECTION 00800 SPECIAL CONTRACT REQUIREMENT |                                                                                           |                                                                                                                              |                               |                          |
| 11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>See Task Orders</u> _____.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                           |                                                                                                                              |                               |                          |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                           |                                                                                                                              | 12B. CALENDAR DAYS            |                          |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br>A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>04:00 PM</u> (hour) local time <u>24 Dec 2009</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.<br>B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.<br>C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.<br>D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.                                                                                                                                                                                                                                                                                                                                                                          |                                                                                           |                                                                                                                              |                               |                          |

| <b>SOLICITATION, OFFER, AND AWARD (Continued)</b><br><i>(Construction, Alteration, or Repair)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|---------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------|--|-----------------|
| <b>OFFER (Must be fully completed by offeror)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                        |                                       |             | 15. TELEPHONE NO. <i>(Include area code)</i>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                              |  |                                  |  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                        |                                       |             | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>                                                                                                                                                                                                                                                                                         |                                                                                                                                              |  |                                  |  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                        |                                       |             | <b>See Item 14</b>                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                              |  |                                  |  |                 |
| CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | FACILITY CODE          |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>                                                                                                                                                                    |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| AMOUNTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | SEE SCHEDULE OF PRICES |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 18. The offeror agrees to furnish any required performance and payment bonds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 19. ACKNOWLEDGMENT OF AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| AMENDMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                        |                                       |             | 20B. SIGNATURE                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                              |  | 20C. OFFER DATE                  |  |                 |
| AWARD (To be completed by Government)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 21. ITEMS ACCEPTED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 22. AMOUNT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        | 23. ACCOUNTING AND APPROPRIATION DATA |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                        |                                       | <b>ITEM</b> |                                                                                                                                                                                                                                                                                                                                                                | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) |  |                                  |  |                 |
| 26. ADMINISTERED BY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                        | CODE                                  |             | 27. PAYMENT WILL BE MADE BY:                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                              |  | CODE                             |  |                 |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                        |                                       |             |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                              |  |                                  |  |                 |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. |  |                        |                                       |             | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i><br>Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |                                                                                                                                              |  |                                  |  |                 |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                        |                                       |             | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>                                                                                                                                                                                                                                                                                                        |                                                                                                                                              |  |                                  |  |                 |
| 30B. SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                        | 30C. DATE                             |             | TEL:                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                              |  | EMAIL:                           |  |                 |
| 30B. SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                        |                                       |             | 30C. DATE                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                              |  | 31B. UNITED STATES OF AMERICA BY |  | 31C. AWARD DATE |

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001    | <p>BASE- NORTH AFGHANISTAN MATOC<br/>                     FFP<br/>                     Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Design-Bid-Build/Site Adapt, new construction to include demining, incidental environmental work, and construction services throughout North Afghanistan. The Period of Performance will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. Minimum order guarantee is \$10,000. FOR INFORMATION PURPOSES ONLY-DO NOT FILL IN AMOUNT ON THIS LINE ITEM.</p> <p>FOB: Destination</p> |          |      |            |        |
| NET AMT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |      |            | <hr/>  |

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0002    | <p>OPTION 1- NORTH AFGHANISTAN MATOC<br/>                     FFP<br/>                     Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Design-Bid-Build/Site Adapt, new construction to include demining, incidental environmental work, and construction services throughout North Afghanistan. The Period of Performance will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. FOR INFORMATION PURPOSES ONLY-DO NOT FILL IN AMOUNT ON THIS LINE ITEM.</p> <p>FOB: Destination</p> |          |      |            |        |
| NET AMT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |      |            | <hr/>  |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0003  
OPTION 2 -NORTH AFGHANISTAN MATOC

FFP

Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) to provide Design-Bid-Build/Site Adapt, new construction to include demining, incidental environmental work, and construction services throughout North Afghanistan. The Period of Performance will be for a term of twelve (12) months. Pricing will be evaluated on a per Task Order basis. FOR INFORMATION PURPOSES ONLY-DO NOT FILL IN AMOUNT ON THIS LINE ITEM.

FOB: Destination

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NET AMT

**MATOC Afghanistan North****TABLE OF CONTENTS**

| <u>Section</u> | <u>Title</u>                                                                     |
|----------------|----------------------------------------------------------------------------------|
| 00010          | Proposal Schedule                                                                |
| 00110          | Proposal Preparation                                                             |
| 00120          | Proposal Evaluation and Contract Award                                           |
| Attachment 3   | Sample Task Order ( <b>Task Order Details will be provided in an Amendment</b> ) |

## Section 00100 - Bidding Schedule/Instructions to Bidders

MATOC 00010

## Section 00010 - Solicitation Contract Form

GENERAL SCOPE OF WORK

Basic Contract Scope of Work: A Multiple Award Task Order Contract (MATOC) for new construction to include incidental demining, Design-Bid-Build/Site Adapt, site assessments, general building renovation, water development work, road and pavement repair, and incidental environmental remedial work or Construction type task orders that may include new construction of buildings, to include but not limited to administrative facilities, recreational facilities, educational facilities, religious facilities, medical facilities, training facilities; repairs, additions, and renovations to buildings, and infrastructure (roads, parking, drainage systems and utility systems) construction tasks as determined by each task order. Generally, however, the task orders under this MATOC contract will be vertical construction projects with associated site work. Task Orders issued under any resultant contract(s) will be Firm-Fixed Price. This solicitation is one of two that will be announced for the Afghanistan Engineer District. This solicitation is for the Afghanistan Engineer District North which includes all of the Provinces in Afghanistan except for Badghis, Ghor, Herat, Nimroz, Helmand, Kandahar, Zabul, Uruzgan, Daykundi, Farah, which are in the southern portion of the country. Up to five contracts may be awarded under this MATOC.

Projects required under this contract will be primarily provided for facilities throughout Northern Afghanistan. The CLINS on the MATOC will be Design-Bid-Build/Site Adapt, general construction and DBA. The contract shall be for a base period of one year with two one year options, and shall have a capacity of \$240 million over the life of the contract.

A Sample Task Order (**to be inserted into the solicitation at a later date**) will be used as part of the MATOC evaluation process. This project is a sample of the typical projects that will be solicited for under this MATOC. This project may or may not be awarded. If it is determined to be in the best interest of the government to award this project then this project will become the initial task order for this MATOC. The Government will evaluate this Sample Task Order by using the Lowest Priced Technically Acceptable source selection process. ( FAR Part 15.101-2). During this process the technical capabilities of an Offerors proposal are evaluated for technical acceptability. If a proposal is found to be technically acceptable the sample project price proposal will be used as a factor in the MATOC Best Value Decision.

**SECTION 00010  
PROPOSAL SCHEDULE FOR SAMPLE TASK ORDER**

Provide a price for all items, including those labeled, "Optional Items." The Government will evaluate the Contractor's entire proposal to determine which CLINs represent the best value to the Government.

| <b>No.</b>                                        | <b>Description</b>                                                                       | <b>Unit</b> | <b>Unit Price</b> | <b>Total Amount</b> |
|---------------------------------------------------|------------------------------------------------------------------------------------------|-------------|-------------------|---------------------|
| <b>1. Base Bid Items:</b>                         |                                                                                          |             |                   |                     |
| <b>0001AA</b>                                     | Design-Bid-Build/Site Adapt Construction<br>UP District HQ, Mosahi, Kabul<br>Afghanistan | LS          | xxx               | \$ _____            |
| <b>0001AB</b>                                     | DBA Insurance                                                                            | LS          | xxx               | \$ _____            |
| <b>TOTAL BASE BID ITEMS</b>                       |                                                                                          |             |                   | <b>\$ _____</b>     |
| <b>2. Optional Bid Items</b>                      |                                                                                          |             |                   |                     |
| <b>0002AA</b>                                     | To Be Determined (TBD)                                                                   | LS          | xxx               | \$ _____            |
| <b>0002AB</b>                                     | TBD                                                                                      | LS          | xxx               | \$ _____            |
| <b>0002AC</b>                                     | TBD                                                                                      | LS          | xxx               | \$ _____            |
| <b>0002AD</b>                                     | TBD                                                                                      | LS          | xxx               | \$ _____            |
| <b>0002AE</b>                                     | TBD                                                                                      | LS          | xxx               | \$ _____            |
| <b>TOTAL OPTIONAL BID ITEMS</b>                   |                                                                                          |             |                   | <b>\$ _____</b>     |
| <b>TOTAL PROPOSAL:</b>                            |                                                                                          |             |                   | <b>\$ _____</b>     |
| (Total of all above costs – Base and all Options) |                                                                                          |             |                   |                     |

**PROPOSAL SCHEDULE NOTES**

- Offeror shall submit prices on all items.
- Costs associated with this project shall include design and construction costs, site development, and utility installation.
- Period of performance is TBD calendar days from notice to proceed for the base; all option items.
- The government has the right to reduce the number of units in a bid item or choose to delete a base bid item entirely if necessary after the proposals are received.

END OF SECTION

MATOC 00110

**SECTION 00110**  
**MATOC- BEST VALUE**  
**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: Kenneth Carleton, phone number: 079 702 5049  
Kabul, Afghanistan

E-MAIL ADDRESS: [Kenneth.Carleton@usace.army.mil](mailto:Kenneth.Carleton@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-0112  
Offer Closing Date: 24 December, 2009  
Offer Closing Time: 4:00 PM  
(LOCAL KABUL TIME)

ADDRESS PACKAGES TO:  
U.S. Army Corps of Engineers (USACE)  
Qalaa House, Attention: Kenneth Carleton  
House 1, Street 1  
West Wazir Akbar Khan  
(Behind Amani High School)  
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offerors 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 5 December, 2009 at 10:00 AM at:

Afghanistan Engineer District (AED)  
Qalaa House, Attention: Kenneth Carleton  
House 1, Street 1  
West Wazir Akbar Khan  
(Behind Amani High School)  
Kabul, Afghanistan  
Email : [Kenneth.Carleton@usace.army.mil](mailto:Kenneth.Carleton@usace.army.mil)  
[Teresa.F.McCarthy@usace.army.mil](mailto:Teresa.F.McCarthy@usace.army.mil)

Prospective Offerors may register for the conference at <http://www.aed.usace.army.mil/Conf-registration.asp>. Information for the conference will be located on the AED Home Page <http://www.aed.usace.army.mil>. A Site Visit will not 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.

All prospective attendees must register on this website to attend the pre-proposal conference. Because space is limited, **only two (2) representatives per company** will be admitted. If you are not registered, you will not be admitted onto the Qalaa House compound. You must register before 3 December 2009.

Please plan to arrive early, as it may take time to be processed and screened through the security checkpoint. All attendees must possess a Government issued Identification Document such as National ID Card, CAC Card, Passport, etc. Security will begin screening attendees at 08:30 AM. If you are not registered, security will not admit you.

Your email address will not be shared or used for any purposes other than sending your registration confirmation or communicating important Conference information.

### 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. GENERAL INSTRUCTIONS

Firms formally organized as Design-Build entities, design firms and construction contractors that have associated specifically for this project, consortia of firms, or any other interested parties may submit

proposals. A design firm or construction contractor may offer more than one proposal by entering into more than one association. Associations may be joint ventures or include key team subcontractors. Any legally organized Offeror may submit a proposal.

**Contractor Team Arrangements.** Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR 9.6, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer. The Offeror shall identify the major or critical aspects of the requirement to be performed by those identified in the Contractor Team Arrangement. The submission must contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Contractor Team Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement.

Information submitted about any company other than the Offeror, whether a predecessor company, affiliated company, subsidiary (including wholly owned subsidiaries), subcontractors that will perform major or critical aspects of this requirement, or other associated business, WILL NOT be evaluated for any factor unless the proposal contains a detailed narrative explaining why this submitted information is relevant to this acquisition. The Government will consider the adequacy of this explanation in deciding the relevance and weight of the information to this procurement. Information about subcontractors may not be given much weight unless the proposal contains some evidence that the subcontractor is committed to perform the work. Where information about a subcontractor is properly submitted and given significant weight during the evaluation, the failure of the Offeror to actually perform with that subcontractor may be grounds for termination for default.

Offerors shall submit their proposal to the address shown in Block 7 of Standard Form 1442.

Proposals are due no later than the time and date specified in Block 13 of Standard Form 1442.

## **7. GENERAL PROPOSAL FORMAT**

**Title Page.** Include the title of the solicitation, solicitation number, Offeror name, DUNS number and date of the submittal.

**Table of Contents.** Each volume of the proposal shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

**Printed Matter Submissions.** Written material shall be on 8 ½ x 11 inch paper printed in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum. **Pages in excess of any specified limitation shall not be evaluated.** A single 8 ½ x 11 inch sheet with written material on one side only shall constitute one page. However, if both sides of the sheet bear written material then this single sheet shall be counted as two pages.

**Binders.** Proposals shall be submitted in tabbed, three ring binders. Volume One should be comprised of Tabs A-D; Volume Two shall be comprised of Tabs E-G and Volume Three shall be comprised of the Sample Task Order (**Details to be specified in a later revision**)

**Number of Copies:** Offerors shall submit an original and one hard copy of Volume One and an original and four (4) hard copies of Volume Two and Volume Three.

**Electronic Submission.** In addition to the hard copies, Offers shall submit proposals on a CD-ROM; this is to include all drawings. Written portions of the proposal should be in MS Word or Adobe Acrobat PDF format. The electronic version shall be either a single file tabbed in the same order as the hard copy or

multiple files hyperlinked to a single table of contents. Drawings should be in one of the following formats: Microstation DGN, Adobe Acrobat PDF, Max View CAL (with Sendable INDEX,SVD), or Auto Cad DWG. Any portion of the proposal not available in electronic format, i.e. cut sheets, should be scanned in Adobe Acrobat PDF format. The CD-ROM must be clearly labeled by solicitation number, project name, installation, and Offeror's name. In the event of any conflict between the electronic submission and the hard copy submission, the hard copy submission will govern and will be the material upon which the Government bases its evaluation and ultimately, its decision.

Tabs The proposal shall be organized and tabbed as follows:

#### VOLUME I

TAB A – Standard Form 1442, completed and signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

TAB B – Proposal Pricing Schedule for the Sample Task Order, Schedule 00010

TAB C – Section 00600 – Representations and Certifications.

TAB D – Teaming Agreement, if applicable. See paragraph 2.2

#### VOLUME II

TAB E – FACTOR 1 Relevant Specialized Experience

TAB F – FACTOR 2 Past Performance

TAB G – FACTOR 3 Technical

#### VOLUME III

SAMPLE TASK ORDER (**Details to be specified in a later revision**)

### **8. TAB E: FACTOR 1; RELEVANT SPECIALIZED EXPERIENCE**

#### SUBMISSION REQUIREMENTS.

The Government will evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. The Offeror shall demonstrate recent, relevant experience on similar projects, using Attachment 1 at the end of this section. The Contractor shall submit a minimum of three (3), but no more than five (5) projects. Of the projects submitted, at least one (1) must be valued at over \$50 Million US and the other projects must be at least \$5 Million within US DOD's CENTCOM or AFRICOM area of authority including: Afghanistan, Tajikistan, Iraq, Pakistan etc. These projects are to be completed or substantially completed in the last five (5) years. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, USACE design / construction requirements, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects. If the Offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this project. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer.

Where a project was awarded as a task order or delivery order under an IDIQ type contract, Offerors are cautioned to submit information specific to the instant task or delivery order considered relevant to the requirements of this RFP rather than the umbrella contract. All projects shall be successfully completed,

or substantially completed (fully designed and at least 50% construction progress completed) within five (5) years preceding the date of this Solicitation. The experience of individuals will not be credited under this factor.

The Offeror shall provide a supplemental narrative (not additional project lists), not to exceed two (2) pages. The narrative should clearly but concisely describe the extent of recent, related experience of the prime contractor and design firms in design and construction. At a minimum the narrative should address; (1) previous Design-Bid-Build/Site Adapt experience, (2) previous recent teaming experience among the team members, (3) corporate experience that is not directly related to the specific projects above and how the experience is applicable to this project.

## **9. TAB F: FACTOR 2; PAST PERFORMANCE**

### **SUBMISSION REQUIREMENTS:**

Past performance refers to the quality of recent project experience from the owner's perspective. The Offeror shall complete and provide a Past Performance Assessment Sheet on three (3) projects, but no more than five (5) projects. The submission of each Past Performance Assessment Sheet shall not exceed five pages. The Offeror shall provide clear and adequate information in response to the past performance elements identified on Attachment 2. Though not required, ideally project past performance information submitted under this factor would be on the same projects submitted for consideration under Factor 1. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer. Projects included on the Past Performance Assessment Sheets shall be successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within five (5) years preceding the date of this solicitation. The Government will call and confirm information provided by the offeror on the Past Performance Assessment Sheet with the points of contact. The Government reserves the right to interview other individuals if the point of contact is not available.

**Other Sources.** The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include but are not limited to: Past Performance Information Retrieval System, other Government sources, and telephone interviews with organizations or individuals familiar with the Offeror's performance.

The past performance of individuals will not be credited under this factor.

## **10. TAB G: FACTOR 3; TECHNICAL**

**SUBMISSION REQUIREMENTS:** There are two sub factors associated with this evaluation factor. The two sub factors are Technical Approach and Management and Security Plan.

**SUBFACTOR A: TECHNICAL APPROACH** (a) This information considers the Offeror's intended approach to design and construction of the type of facilities specified in the RFP. Limit the submission to 10 pages or less, clearly but concisely describing the technical approach to execution of any task orders of the type that may be issued under an awarded contract. At a minimum, the narrative should respond to the questions, or address the topics, outlined below:

Identify and explain the roles and responsibilities of team members that will perform major or critical aspects of both the construction and design phases.

How does the Offeror incorporate User comments and reviews into the construction and design process?

Briefly describe the Offeror's Quality Control Program.

How does the Offeror integrate construction subcontractors into the construction process?

What are the Offeror's processes for handling construction and design associated with site adaption problems?

Describe the Offeror's implementation plans to utilize "fast track" procedures on a project whereby preliminary site construction activities can begin prior to 100% completion of the design documents.

#### SUBFACTOR B: PROJECT MANAGEMENT AND SECURITY PLAN

**SUBMISSION REQUIREMENTS:** This information considers the Offeror's project management and security plan for the type of facilities specified in the RFP. Limit the submission to 5 pages or less, clearly but concisely describing the management and security plan used to execute any of the task orders of the type that may be issued under an awarded contract. Resumes and the organizational chart will not count against the 5 page limit. At a minimum, the narrative should respond to the questions, or address the topics, outlined below.

Offerors shall provide, as part of its management plan, its proposed key organizational staff responsible for the management, quality, security and safety of the work to be performed. Information identifying major responsibilities, qualifications, and resumes shall be provided for the key personnel. The offeror must submit resumes for the following key personnel: Project Manager, Security Officer, Safety Officer, Quality Control Manager, Senior Civil Engineer, Senior Mechanical Engineer, Senior Electrical and Construction Superintendent.

Offeror's ability/procedures used to manage multiple projects, to include project management, quality control, security and safety.

How does the offeror plan to meet major design and construction project milestones in the specifications that reflect completion of all work within the period of contract performance.

At the Corporate level, how does the Offeror ensure the success of a site specific project if challenges arise? How does the Offeror infuse technical assets, funds, etc. to make the project successful?

At the Corporate level, what assets will the Offeror infuse to ensure project success if a long lead item is damaged or destroyed enroute to the project site.

How does the offeror plan to manage concurrent work and provide security on multiple, geographically dispersed job sites?

In addition, the offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

**PROPOSAL COVER SHEET**

**PROPOSAL COVER SHEET**

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. MATOC SOURCE SELECTION.**

Once the sample task order is evaluated for acceptability all acceptable Offeror's price proposals will be used as a factor in the overall Best Value decision for the MATOC.

During the final stage of the MATOC evaluation the Government will select the offer(s) that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120.

ATTACHMENT 1  
RELEVANT SPECIALIZED EXPERIENCE  
DATA SHEET.

Project Title:

Location:

Address of building(s):

Contract number:

If applicable, Task Order Number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer, or other:

Level of involvement in this project in terms of specific work performed:

Procuring activity:

Procurement point of contact and telephone number:

List date of construction completion or percent completion if construction is underway:

Total cost:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

List the relevant criteria associated with this project.

ATTACHMENT 2  
PAST PERFORMANCE ASSESSMENT SHEET

Using the following format, provide information for three to five projects that are successfully completed, or substantially completed (fully designed and at least 50% construction progress completed), preferably of similar design or features to that specified in the RFP, that are being or have been constructed by the Offeror to be used for reference and evaluation purposes. Ideally, these should be the same projects for which have been provided under Factor 1, Relevant Specialized Experience.

For each project provide the following information:

Project Title:

Location:

Address of building(s):

Contract number:

If applicable, Task Order number:

Procuring activity:

Procurement point of contact and telephone number:

Date of Award:

Status: Active \_\_\_\_\_ (provide percent complete)  
Complete \_\_\_\_\_ (provide completion date)

Total cost:

Total cost of all modifications:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

List the relevant criteria associated with this project.

For each project provide the following assessment:

**QUALITY OF CONSTRUCTION:**

Describe your company's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

**TIMELINESS OF PERFORMANCE:**

Describe your company's timeliness of performance in the following areas:

Was the contract completed ahead of schedule or on time, if not why?

Were liquidated damages assessed, if so provide an explanation?

Did the award amount or delivery schedule change, if so why?

If any issues were identified, how were they resolved?

If a problem surfaced, what actions were taken to fix it?

**CUSTOMER SATISFACTION:**

Describe your company's assessment of the customer's satisfaction in relation to Quality, Cost, and Schedule.

**SUBCONTRACTOR MANAGEMENT:**

Describe your company's assessment of how well subcontractors, suppliers, and the labor force were managed and coordinated?

What was the relationship between your company and subcontractors?

Did the subcontractors perform the bulk of the effort or just add breadth or depth on particular technical areas?

**SAFETY:**

Describe your company's assessment in complying with safety standards and the effectiveness of your company's safety program.

**ADDITIONAL PROJECT INFORMATION:**

Describe your company's assessment on any weak/strong points identified throughout the project?

**TERMINATED PROJECTS:**

Attach a list of any projects within the last three years that have been terminated or are in the process of being terminated. Provide an explanation.

Please provide the name, title, Government agency or commercial organization, email address and phone number of three current or previous Points of Contact. Persons identified below should be able to confirm your company's assessment of this project and be able to answer any other questions the Government might have about the performance of this project.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

MATOC 00120

**SECTION 00120  
MATOC – BEST VALUE**

**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. MATOC SOURCE SELECTION** The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical (“non-cost”) factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

**3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS**

All evaluation factors other than cost or price, when combined, are more important than price. The Government is concerned with striking the most advantageous balance between technical merit (“quality”) and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

**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 sample task order 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 Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing. The Government will perform a price analysis on all acceptable proposals received as a result of the Sample Task Order evaluation. Price analysis will be performed in accordance with FAR 15.404-1, to determine fairness and reasonableness, as well as, to assure an understanding of the work and ability to execute this task order at a proposed price. Total prices that are either 25% or more below or above the Government estimate, or 25% below or above the average of others received, may be considered to be unrealistically low or high for the work to be performed. Unrealistically low or high prices may also indicate a lack of understanding of the requirement. Proposals with total prices that fail this initial price analysis may not be considered for award under the criteria of this solicitation because those prices may be deemed unrealistic or unreasonable. The evaluation will determine the extent to which the price proposal is consistent with the requirements of the RFP and design solution offered. Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool as necessary, will be utilized in making this determination. Offerors are advised that any offer wherein pricing is deemed unrealistic or unreasonable will be rendered ineligible for award.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

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. TAB E: FACTOR 1; RELEVANT SPECIALIZED EXPERIENCE****EVALUATION CRITERIA:**

The Government will evaluate the extent of recent, related experience of the prime contractor. The Government may place greater importance on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy of the project. Federal Government project experience will not be rated inherently more important than non-Federal Government project experience.

The Government will evaluate the involvement of the contractor's team, to include the sub-contractors, on projects similar to the project of this solicitation. All projects presented will be evaluated for relevancy. Projects that are the same or similar in the following: type of services, dollar value complexity, USACE design/construction requirements and applicable quality standards will receive a higher quality rating than a project that does not have these similarities.

An unsatisfactory rating will be received if an Offeror does not provide projects that meet the following criteria: one project over \$40M; all projects over \$5M; and all projects performed within US DOD's CENTCOM or AFRICOM areas of authority.

Incomplete projects will be reviewed for percent completion. If a project is not fully designed, and a least 50% of the construction completed, the Offeror will receive an unsatisfactory rating.

Joint Ventures will be evaluated on each firms relevant experience to their role on projects submitted.

The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing the Corps of Engineers Construction Contractor (or Architect-Engineer) Appraisal Support System (CCASS/ACASS), other DOD or Government appraisal systems or by contacting owners or references. The Government may check any or all cited references to verify supplied information.

The relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor.

If the Offeror cannot provide information concerning recent, relevant experience on similar projects or the Offeror has no relevant experience, a determination will be made as to the risk this lack of experience presents to the Government and the Offeror will be given an appropriate rating for this factor.

The past performance of individuals will not be credited under this factor.

**6. TAB F: FACTOR 2; PAST PERFORMANCE****EVALUATION CRITERIA:**

The Government will evaluate the Offeror's past performance using the sources available to it including but not limited to: the example projects identified by the Offeror and submitted on the Past Performance Assessment Sheets and any additional information received from references, ACASS, and CCASS. Offerors may be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond if such information is determined to present an impact on the rating to be assessed.

The Government will consider relevant projects that are successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within 5 years preceding the date of the solicitation. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. The

Government places higher value on projects for which successful performance can be validated by means other than the offeror's self-assessment such as through independent telephone interviews with points of contact identified in the proposal, CCASS/ACASS or other agency performance databases, Offeror furnished references or personal knowledge. The Government places a higher value on projects which provided particularly difficult or unique challenges and the innovative methods the Offeror used to resolve problems successfully.

Offerors are cautioned that the submission of each Past Performance Assessment Sheet shall not exceed five (5) pages and that Government evaluators will review and evaluate only the information contained on the first five pages.

The Government will evaluate past performance based on the elements listed below:

**Quality of Construction.** The Government will evaluate all information available with respect to the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror.

**Timeliness of Performance.** The Government will evaluate all information available with respect to the completion of projects within the scheduled completion times.

**Customer Satisfaction.** The Government will evaluate all information available with respect to customer satisfaction, cooperation with customers, and interaction on past projects.

**Subcontractor Management.** The Government will evaluate all information available with respect to effective management of subcontractors on past projects.

**Safety.** The Government will evaluate all information available with respect to the contractor's safety program or efforts.

If the Government does not obtain past performance information for the projects identified by the Offeror and cannot establish a past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably.

## **7. TAB G: FACTOR 3: TECHNICAL; SUBFACTOR A: TECHNICAL APPROACH**

### **EVALUATION CRITERIA:**

The Government will evaluate the strengths, weaknesses and any deficiencies in the submission. Based on the submission provided, the Government will evaluate the Offeror's overall understanding of the design/construction process and its capability to execute any task orders that may be issued under an awarded contract.

Offerors are cautioned that the Technical Approach Narrative shall not exceed ten (10) pages and that Government evaluators will review and evaluate only the information contained on the first ten pages.

### **TAB G-FACTOR 3: TECHNICAL; SUBFACTOR B. PROJECT MANAGEMENT AND SECURITY PLAN;**

#### **EVALUATION CRITERIA:**

The Government will evaluate each offerors planned approach for successfully managing task orders on a simultaneous basis at different locations throughout Afghanistan. Significant participation by subcontractors in the management of the project work should also be fully and completely described.

The Government will evaluate the offeror's plan to mitigate any areas of special concern for its overall effectiveness.

The security plan will be evaluated for reasonableness, risk and logic which illustrate a basic understanding of managing security in Afghanistan.

Organizational charts will be reviewed for delineated lines of authority, precise and logical organization and relationships between the headquarters, site offices and subcontractors. Clear lines of authority and logical organization will score higher than organizational charts that are not clearly delineated.

Offerors are cautioned that the Management and Security Plan shall not exceed five (5) pages and that Government evaluators will review and evaluate only the information contained on the first five pages. Resumes and the organizational chart will not count against the five page limit.

**8 RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS.** All technical factors are equal in weight and importance.

### **9. GENERAL TECHNICAL CRITERIA**

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor 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.

### **10 EVALUATION PROCEDURE**

#### **SOURCE SELECTION EVALUATION BOARD (SSEB).**

The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any documents incorporated by reference, except as expressly allowed by this solicitation.

Each member of the SSEB will independently consider all information provided. Once these individual analyses are completed, the SSEB will assign a consensus rating for each evaluation factor. It is the responsibility of each member of the SSEB to provide and document sufficient strengths, weaknesses, and/or deficiencies to support the assigned rating for each factor as well as the overall. Comments are required for all ratings.

The final overall rating along with ratings on individual factors, to include all support documentation, will be provided to the Source Selection Authority. The Source Selection Authority will determine which Offerors are awarded a contract.

No proposal which receives an overall rating of Unsatisfactory or Marginal in any one factor will be selected for award.

Offerors are cautioned to put forth their best efforts and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in the proposal after submitting it.

**11. BEST VALUE EVALUATION STANDARDS.** Evaluation factors will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each factor rated. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the definitions established below. As each factor is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an Offeror's present and past work and accomplishments to determine the Offeror's ability to successfully perform as required.

**OUTSTANDING** - No doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. The proposal contains no significant weaknesses, deficiencies or disadvantages and presents very low risk that it will not be successful. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal provides solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements.

**ABOVE AVERAGE** - Little doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates a sound approach which is expected to meet all requirements and objectives and exceed some. Any weaknesses noted in the proposal are minor and should not seriously affect the Offeror's performance and presents low risk that it will not be successful. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in above average performance. The risk of unsuccessful performance is low as the proposal contains solutions which are considered feasible and practical. These solutions are further considered to reflect low risk in that they are clear and precise, reasonably supported, and demonstrate an understanding of the requirements.

**SATISFACTORY** - Some doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that it will not be successful. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements.

**MARGINAL** - Significant doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The Offeror may satisfactorily complete the proposed tasks, but there is a high risk that it will not be successful. The approach has disadvantages of substance and advantages, which if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The risk of unsuccessful performance is high as the proposal contains solutions which may not be feasible and practical. These solutions are further considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements.

**UNSATISFACTORY** - It is extremely doubtful that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. In terms of a specific factor, the Offeror fails to meet the minimum requirements and there is unacceptably high risk that it will not be successful. This approach has numerous disadvantages of substance, and advantages which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in

satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions which are not feasible and practical. The solutions are further considered to reflect very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement.

## **12 RELATIVE IMPORTANCE OF FACTORS**

TECHNICAL/Non Cost factors are significantly more important than Cost or Price.

### **NON-COST FACTORS/BEST VALUE**

FACTOR 1: RELEVANT SPECIALIZED EXPERIENCE: This factor is equal to Factors 2 and 3.

FACTOR 2: PAST PERFORMANCE: This factor is equal in importance to Factor 1 and 3

FACTOR 3: TECHNICAL: This factor is equal in importance to Factor 1 and 2.

PRICE - A Sample Task Order will be utilized to evaluate price.

## Section 00700 - Contract Clauses

CONTRACT CLAUSES

## CLAUSES INCORPORATED BY REFERENCE

|           |                                                                                                                                      |          |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.202-1  | Definitions                                                                                                                          | JUL 2004 |
| 52.203-3  | Gratuities                                                                                                                           | APR 1984 |
| 52.203-5  | Covenant Against Contingent Fees                                                                                                     | APR 1984 |
| 52.203-6  | Restrictions On Subcontractor Sales To The Government                                                                                | SEP 2006 |
| 52.203-7  | Anti-Kickback Procedures                                                                                                             | JUL 1995 |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity                                                  | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity                                                                             | JAN 1997 |
| 52.203-11 | Certification And Disclosure Regarding Payments To<br>Influence Certain Federal Transactions                                         | SEP 2007 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal<br>Transactions                                                                  | SEP 2007 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct                                                                                       | DEC 2008 |
| 52.204-2  | Security Requirements                                                                                                                | AUG 1996 |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper                                                                                     | AUG 2000 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment       | SEP 2006 |
| 52.211-13 | Time Extensions                                                                                                                      | SEP 2000 |
| 52.215-2  | Audit and Records--Negotiation                                                                                                       | MAR 2009 |
| 52.215-8  | Order of Precedence--Uniform Contract Format                                                                                         | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--<br>Modifications                                                                | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data                                                                                                   | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications                                                                                    | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes                                                                                                    | OCT 1997 |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other<br>Than Cost or Pricing Data                                              | OCT 1997 |
| 52.222-21 | Prohibition Of Segregated Facilities                                                                                                 | FEB 1999 |
| 52.222-26 | Equal Opportunity                                                                                                                    | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for<br>Construction                                                                       | FEB 1999 |
| 52.222-29 | Notification Of Visa Denial                                                                                                          | JUN 2003 |
| 52.222-36 | Affirmative Action For Workers With Disabilities                                                                                     | JUN 1998 |
| 52.222-50 | Combating Trafficking in Persons                                                                                                     | FEB 2009 |
| 52.224-1  | Privacy Act Notification                                                                                                             | APR 1984 |
| 52.224-2  | Privacy Act                                                                                                                          | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases                                                                                            | JUN 2008 |
| 52.225-14 | Inconsistency Between English Version And Translation Of<br>Contract                                                                 | FEB 2000 |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or<br>Supporting a Diplomatic or Consular Mission Outside the<br>United States | MAR 2008 |
| 52.227-3  | Patent Indemnity                                                                                                                     | APR 1984 |
| 52.227-14 | Rights in Data--General                                                                                                              | DEC 2007 |
| 52.229-6  | Taxes--Foreign Fixed-Price Contracts                                                                                                 | JUN 2003 |
| 52.232-23 | Assignment Of Claims                                                                                                                 | JAN 1986 |
| 52.233-1  | Disputes                                                                                                                             | JUL 2002 |
| 52.233-3  | Protest After Award                                                                                                                  | AUG 1996 |
| 52.233-4  | Applicable Law for Breach of Contract Claim                                                                                          | OCT 2004 |

|                    |                                                                                                        |          |
|--------------------|--------------------------------------------------------------------------------------------------------|----------|
| 52.236-2           | Differing Site Conditions                                                                              | APR 1984 |
| 52.236-4           | Physical Data                                                                                          | APR 1984 |
| 52.236-5           | Material and Workmanship                                                                               | APR 1984 |
| 52.236-6           | Superintendence by the Contractor                                                                      | APR 1984 |
| 52.236-7           | Permits and Responsibilities                                                                           | NOV 1991 |
| 52.236-8           | Other Contracts                                                                                        | APR 1984 |
| 52.236-9           | Protection of Existing Vegetation, Structures, Equipment,<br>Utilities, and Improvements               | APR 1984 |
| 52.236-10          | Operations and Storage Areas                                                                           | APR 1984 |
| 52.236-11          | Use and Possession Prior to Completion                                                                 | APR 1984 |
| 52.236-12          | Cleaning Up                                                                                            | APR 1984 |
| 52.236-17          | Layout of Work                                                                                         | APR 1984 |
| 52.236-21          | Specifications and Drawings for Construction                                                           | FEB 1997 |
| 52.236-23          | Responsibility of the Architect-Engineer Contractor                                                    | APR 1984 |
| 52.242-13          | Bankruptcy                                                                                             | JUL 1995 |
| 52.242-14          | Suspension of Work                                                                                     | APR 1984 |
| 52.242-15          | Stop-Work Order                                                                                        | AUG 1989 |
| 52.242-17          | Government Delay Of Work                                                                               | APR 1984 |
| 52.243-4           | Changes                                                                                                | JUN 2007 |
| 52.249-2 Alt I     | Termination for Convenience of the Government (Fixed-<br>Price) (May 2004) - Alternate I               | SEP 1996 |
| 52.249-3           | Termination for Convenience of the Government<br>(Dismantling, Demolition, or Removal of Improvements) | MAY 2004 |
| 52.249-8           | Default (Fixed-Price Supply & Service)                                                                 | APR 1984 |
| 52.249-10 Alt I    | Default (Fixed-Price Construction) (Apr 1984) Alternate I                                              | APR 1984 |
| 52.253-1           | Computer Generated Forms                                                                               | JAN 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-<br>Contract-Related Felonies               | DEC 2008 |
| 252.204-7000       | Disclosure Of Information                                                                              | DEC 1991 |
| 252.204-7003       | Control Of Government Personnel Work Product                                                           | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A                                                 | SEP 2007 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By<br>The Government of a Terrorist Country     | DEC 2006 |
| 252.215-7000       | Pricing Adjustments                                                                                    | DEC 1991 |
| 252.222-7002       | Compliance With Local Labor Laws (Overseas)                                                            | JUN 1997 |
| 252.223-7003       | Changes In Place Of Performance--Ammunition And<br>Explosives                                          | DEC 1991 |
| 252.223-7004       | Drug Free Work Force                                                                                   | SEP 1988 |
| 252.225-7041       | Correspondence in English                                                                              | JUN 1997 |
| 252.225-7043       | Antiterrorism/Force Protection Policy for Defense<br>Contractors Outside the United States             | MAR 2006 |
| 252.225-7044       | Balance of Payments Program--Construction Material                                                     | JAN 2009 |
| 252.227-7013       | Rights in Technical Data--Noncommercial Items                                                          | NOV 1995 |
| 252.227-7022       | Government Rights (Unlimited)                                                                          | MAR 1979 |
| 252.227-7023       | Drawings and Other Data to become Property of Government                                               | MAR 1979 |
| 252.227-7033       | Rights in Shop Drawings                                                                                | APR 1966 |
| 252.229-7000       | Invoices Exclusive of Taxes or Duties                                                                  | JUN 1997 |
| 252.231-7000       | Supplemental Cost Principles                                                                           | DEC 1991 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving<br>Reports                                     | MAR 2008 |
| 252.232-7008       | Assignment of Claims (Overseas)                                                                        | JUN 1997 |
| 252.232-7010       | Levies on Contract Payments                                                                            | DEC 2006 |
| 252.236-7000       | Modification Proposals-Price Breakdown                                                                 | DEC 1991 |
| 252.236-7005       | Airfield Safety Precautions                                                                            | DEC 1991 |
| 252.236-7008       | Contract Prices-Bidding Schedules                                                                      | DEC 1991 |
| 252.243-7001       | Pricing Of Contract Modifications                                                                      | DEC 1991 |

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|--------------|---------------------------------------------------------------|----------|
| 252.243-7002 | Requests for Equitable Adjustment                             | MAR 1998 |
| 252.247-7007 | Liability and Insurance                                       | DEC 1991 |
| 252.247-7022 | Representation Of Extent Of Transportation Of Supplies By Sea | AUG 1992 |
| 252.247-7023 | Transportation of Supplies by Sea                             | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea             | MAR 2000 |

#### CLAUSES INCORPORATED BY REFERENCE

|           |                                                                                           |          |
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| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
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#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

Registered in the CCR database means that--

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

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

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

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

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

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

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

(i) Company legal business.

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

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

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

(2) The small business size standard is ----- N/A

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

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

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

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

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

(Contracting Officer check as appropriate.)

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

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

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 days. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1900 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-13 TIME EXTENSIONS (SEP 2000)

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award, and through the end of the option periods if exercised. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of **\$80,000,000**

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all

subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

- (1) Completion and acceptance of all work;
  - (2) Presentation of a properly executed voucher; and
  - (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
    - (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
    - (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
      - (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
      - (2) Deducted from the next available payment to the Contractor.
- (End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.233-1 DISPUTES. (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
  - (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
  - (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
  - (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
  - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Afghanistan District North, US Army Corps of Engineers, Kabul, Afghanistan APO AE 09356. ATTN: Contracting Office.

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of clause)

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

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

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
  - (2) avoid interruptions of Government operations and delays in project completion dates; and
  - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
  - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to

the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such

variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

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

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: N/A

Address:

Telephone:

(End of provision)

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the

work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

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

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

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

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

## 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

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

(End of clause)

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

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

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

(End of provision)

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

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

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

(End of clause)

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

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

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

(End of clause)

## 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United

States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

#### 252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

#### 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

#### 252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (To be filled in upon contract award) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

#### 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

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

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

Appendix A

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

## Section 00800 - Special Contract Requirements

JCCIA CLAUSES**JCC-I/A CLAUSE 952.222-0001****PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)**

(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.

(End of clause)

**JCC-I/A CLAUSE 952.223-0001****REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)**

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

(End of clause)

#### **JCC-I/A CLAUSE 952.225-0001**

#### **ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)**

**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, Multi-National Force Commander and Multi-National Corps 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:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;

DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*

CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;

U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

**Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

**Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

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

How the contractor will coordinate transportation with appropriate military authorities.

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):

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;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

**Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

**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 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.

**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 U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

**Lapses in Training.** Failure to successfully retrain an employee who is 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 to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

**Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) 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. 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:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

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

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

IAW USCENCOM 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 where they will be armed.

**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.

**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. 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:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

**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.

**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.

**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:

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

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 (c)(5).

(End of clause)

**JCC-I/A CLAUSE 952.225-0002  
ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)**

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: [mncic3conoc@iraq.centcom.mil](mailto:mncic3conoc@iraq.centcom.mil); DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) 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 JOC Watch duty officer 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/JOC Watch.

(End of clause)

**JCC-I/A CLAUSE 952.225-0003  
FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)**

(1) 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.

(2) 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 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 fixator 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).

(3) 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.

**(4) 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.**

(5) 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 4 June 2008, 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.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End of clause)

**JCC-I/A CLAUSE 952.225-0004  
COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)**

(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 Operations (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.

(End of clause)

**JCC-I/A CLAUSE 952.225-0005  
MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)**

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of clause)

**JCC-I/A CLAUSE 952.225-0009****MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)**

(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, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.

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

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(1) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of clause)

**JCC-I/A 952.232-0002****PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (OCT 2009)**

This contract is awarded in U.S. Dollars. The contractor will receive payment in local currency. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation. Local currency payments are made via Electronic Funds Transfer. Local currency is defined as the currency of the receiving financial institution. Payments in cash are restricted to contracts where the vendor provides proof that an account at a bank accepting local EFT is unavailable.

Alternate I (Oct 2009): As prescribed in 32.1106-200(b), substitute clause language as follows:

This contract is awarded in Afghani (local currency). The contractor will receive payment in local currency. Payment by the U.S. Government may be made in any of the following formats (provided in order of preference):

(1) Electronic Funds Transfer (EFT)

(2) Check, drawn on a U.S. Government account in a local nation bank

(3) Cash (Afghani), by exception and must be approved prior to contract/purchase order award by the PARC.

**JCC-I/A CLAUSE 952.236-0001**

**ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS  
(MAR 2009)**

(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) National Electrical Code (NEC),
- (3) the American National Standards Institute (ANSI) C2, and
- (4) the United States' National Electrical Safety Code (NESC).

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

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

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

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

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

(End of clause)

**32.1106-100 Electronic Funds Transfer (EFT) payment mechanisms.**

(a) IRAQ - Contracts and orders awarded by all contracting offices in Iraq shall be paid by Electronic Funds Transfer (EFT) to a bank of the contractor's choosing. Payment by EFT promotes a modern banking sector in Iraq. Contracts and orders shall be awarded in US Dollars and paid in local currency, except for contracts and orders to Iraqi vendors (Host Nation) which shall be awarded and paid in local currency.

(b) Afghanistan - EFT is the preferred method of payment for all Afghan vendors. Currently, the Afghan banking and business infrastructure is not sufficient to support mandated use of EFT for all contract payments. However, EFT remains the preferred method of payment in Afghanistan and its use is steadily increasing among Afghan vendors. Payments in cash must be approved prior to contract/purchase order award by PARC-A, and will be paid in local currency. Contracts and orders to Afghan vendors (Host Nation) shall be awarded and paid in local currency. Contracting Officers should promote the use of EFT at vendor day presentations, site visits, and pre-award meetings. JCC-I/A Contracting Officers and Business Development Consultants will play a key role in implementing contract payment by EFT in Afghanistan.

(c) Contract actions in excess of \$25,000 funded with O&MA appropriation and paid by EFT are being processed by DFAS, Rome, NY. Only the approved DFAS-Rome EFT Payment form will be accepted by DFAS. The EFT Payment form may be used for both DFAS and GRD payments and is provided on the JCCS website.

**DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)**

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

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

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

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

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

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

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

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

(e) Labor Category/Job Classification Definitions:

**SERVICE:** \$4.00/\$100 "White collar" workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

**CONSTRUCTION:** \$6.00/\$100 "Blue collar" workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

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

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