

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER CST2C3LSA00692		PAGE 1 OF 117	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91B4M-12-R-4009	
6. SOLICITATION ISSUE DATE 28-Dec-2011		7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES C SUMMERS		b. TELEPHONE NUMBER (No Collect Calls) 318-237-1808	
8. OFFER DUE DATE/LOCAL TIME 03:00 PM 18 Jan 2012		9. ISSUED BY KABUL REGIONAL CONTRACTING CENTER SABALU HOUSE WAZIR AKBAR KHAN AREA, STREET #10 (CHECK POINT 2) APO AE 09356 TEL: FAX:		CODE W91B4M		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CFSOCC-AHQ NKC KABUL 09356 JEFFERY L. POOLE TEL: 318-237-9559 FAX:		CODE W4T349		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
SEE SCHEDULE							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL: EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 117	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Guards FFP In accordance with the attached Statement of Work for FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan. FOB: Destination PURCHASE REQUEST NUMBER: CST2C3LSA00692	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DBA Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Contract Manpower Reporting FFP</p> <p>The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address https://contractormanpower.army.pentagon.mil. **** this Contract line Item Is for Informational Purpose Only, and is not a Separately priced Solicitation line item.****</p> <p>The required information includes: (1) Contracting Office, Contracting Officers, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection costs; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform work (specified by zip code in the United States and nearest city, country, when in an overseas location, using the standardized nomenclature provided on the website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (per country). As part of this submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the field on the website. The XML direct transfer is a format for transferring filed from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. *Note: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Mobilization/Startup Costs FFP FOB: Destination	2	Months		
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Security Guards FFP In accordance with the attached Statement of Work for FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan. FOB: Destination	12	Months		
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lump Sum		
OPTION	DBA Insurance FFP				
	The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Contract Manpower Reporting				
OPTION	FFP				

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address

<https://contractormanpower.army.pentagon.mil>.

**** this Contract line Item Is for Informational Purpose Only, and is not a Separately priced Solicitation line item.****

The required information includes:

(1) Contracting Office, Contracting Officers, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection costs; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform work (specified by zip code in the United States and nearest city, country, when in an overseas location, using the standardized nomenclature provided on the website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (per country). As part of this submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the field on the website. The XML direct transfer is a format for transferring filed from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. *Note: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Security Guards FFP In accordance with the attached Statement of Work for FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	DBA Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Contract Manpower Reporting				
OPTION	FFP				

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address

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The required information includes:

(1) Contracting Office, Contracting Officers, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection costs; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform work (specified by zip code in the United States and nearest city, country, when in an overseas location, using the standardized nomenclature provided on the website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (per country). As part of this submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the field on the website. The XML direct transfer is a format for transferring filed from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. *Note: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Security Guards FFP In accordance with the attached Statement of Work for FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	DBA Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003					
OPTION	Contract Manpower Reporting				

FFP

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<https://contractormanpower.army.pentagon.mil>.

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The required information includes:

(1) Contracting Office, Contracting Officers, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection costs; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform work (specified by zip code in the United States and nearest city, country, when in an overseas location, using the standardized nomenclature provided on the website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (per country). As part of this submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the field on the website. The XML direct transfer is a format for transferring filed from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. *Note: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Security Guards	12	Months		
OPTION	FFP In accordance with the attached Statement of Work for FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	DBA Insurance	1	Lump Sum		
OPTION	FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Contract Manpower Reporting				
OPTION	FFP				

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address

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(1) Contracting Office, Contracting Officers, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection costs; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform work (specified by zip code in the United States and nearest city, country, when in an overseas location, using the standardized nomenclature provided on the website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (per country). As part of this submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the field on the website. The XML direct transfer is a format for transferring filed from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. *Note: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2012 TO 31-JAN-2013	N/A	CFSOCC-A HQ NKC KABUL 09356 JEFFERY L. POOLE 318-237-9559 FOB: Destination	W4T349
0002	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
0003	31-OCT-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349

0004	POP 01-FEB-2012 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
1001	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
1002	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
1003	31-OCT-2013	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
2001	POP 01-FEB-2014 TO 31-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
2002	POP 01-FEB-2014 TO 31-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
2003	31-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
3001	POP 01-FEB-2015 TO 31-JAN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
3002	POP 01-FEB-2015 TO 31-JAN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
3003	31-OCT-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
4001	POP 01-FEB-2016 TO 31-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
4002	POP 01-FEB-2016 TO 31-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349
4003	31-OCT-2016	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W4T349

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-50	Combating Trafficking in Persons	FEB 2009
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7000 Alt I	Buy American Act--Balance of Payments Program Certificate (DEC 2009) Alternate I	DEC 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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

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

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

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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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 offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer 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--

(A) 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 offers; or

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors 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.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) 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.

ADDENDUM TO FAR 52.212-1, PROPOSAL PREPARATION INSTRUCTIONS

- A. To assure timely and equitable evaluation of proposals, offerors must follow the instruction contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this

solicitation. Offerors shall assume that the Government has no prior knowledge of their experience, and will base its evaluation on the information presented in the Offeror's proposal.

Volume I - Technical Capability (Limited to 40 pages)

Volume II – Price

Volume III – Eligibility Requirements – The Contractor shall include a list of firearms, current MoI PSC Operating License, AISA, evidence the company is under the 500 personnel threshold or executed a Bridging Tashkil mutual understanding with the Afghanistan Public Protection force (APPF).

Volume IV – Past Performance

B. SPECIFIC INSTRUCTIONS:

1. In regards to all parts:

(a) ONLY ELECTRONIC PROPOSALS WILL BE ACCEPTED. All proposals must be received by the contracting office no later than the offerors due date and time listed in block 8 of the SF 1449. All Questions regarding the solicitation, to include the Statement of Work must be submitted by 9 January 2012 NLT 1:00 pm Afghanistan Time.

(i) IAW FAR Part 15.208(a), "Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation." Due to the austere environment of Afghanistan, offerors should anticipate delays in the delivery of electronic proposals. Offerors are encouraged to request "Delivery Receipts," "Read Receipts" to confirm delivery if they do not receive these receipts.

(ii) An offer received in the office designated in the request for proposals after the exact date specified for receipt of final proposals will not be considered eligible for award. IAW FAR 15.208(b), a late offer, late modification of an offer, late final proposal revisions, or late withdrawal of an offer will not be considered unless it is received before contract award and then only if the offer was (1) transmitted through an electronic commerce method authorized by the solicitation and received by the government not later than 5:00 pm one working day before the date set for receipt of bids, or (2) received by the government installation designated for receipt of bids and was under the governments control prior to the time set for receipt of bids. Acceptable evidence of the time of receipt of bids includes the date/time stamp at the government's installation, other documentary evidence maintained by the installation or statement of a government employee.

(iii) Electronic Proposal may be e-mailed to: james.c.summers@afghan.swa.army.mil

2. The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in **English**.
3. Documents submitted in response to this Request for Quote (RFQ) must be fully responsive to and consistent with the following:
 - (a) Requirements of the RFP Contract Line Items (CLIN).
 - (b) Evaluation Factors for Award at FAR 52.212-2, Evaluation -- Commercial Items (Jan 1999), of this RFP and its addendum.
4. Offerors will clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.
5. Offerors will submit all parts to be technically accurate with valid pricing for a period of 90 days past the posted solicitation close date.

C. ORGANIZATION:

1. VOLUME I - TECHNICAL CAPABILITY

- (a) The Technical Proposal shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in the addendum to FAR clause 52.212-2, Paragraph B, of this solicitation. The proposal shall contain sufficient detail to enable the Government to evaluate the Offeror's technical competency.
- (b) The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete technical evaluation. In evaluating the technical proposal, the Government will only consider information contained in the technical proposal itself. Information contained in any other part or proposal submitted under this solicitation or in other documents will not be considered.
- (c) Offerors shall provide literature (to include organizational chart(s)), schedules, proof of training, certifications/qualifications on their technical capability and comprehension in the elements listed below:
 - **Sub-Factor 1 – Staffing and Management Plan** – Describe an integrated plan to recruit, hire and retain a workforce of security personnel. Describe proposed manning levels and skill mix, to include staffing processes and procedures necessary to ensure all needed personnel resources are provided to successfully accomplish PWS requirements. Address how you plan to retain as much of the existing guard force as possible. Provide an organizational chart, clearly showing lines of authority and chain of command to include teaming partners and subcontractors. Provide a summary that identifies your key personnel positions and their minimum qualifications. Describe how you will sustain operations through personnel rotations, schedules, and staffing without mission interruption. Describe how you will maintain individual arming authorizations at 100%.
 - **Sub-Factor 2 – Vetting Plan** – The offeror shall submit a plan that describes their vetting procedures for their guard workforce, to include Afghanistan Guards. The plan shall describe procedures to ensure that no employee hired is a security risk, intelligence gathering risk or threat to U.S. Government interest. The plan shall include: procedures to conduct background checks on each candidate; source that will be used to conduct background checks; system to track background checks and method to retain background records on each employee. The plan shall describe how the offeror will track and account for Government-issued badges during the period of performance and describe procedures to return all badges to the Government at the end of the performance period.
 - **Sub-Factor 3 – Training Plan** – The offeror shall submit a sample training plan to describe how they will train their guard workforce. The training plan will include a training curriculum for: weapons qualification and familiarization; Rules for the Use of Force; Rules of Engagement; legal jurisdiction in Afghanistan; local laws, regulations and permit requirements; BDOC standards; First Aid; Incident Reporting; and Geneva Convention Relative to the Treatment of Prisoners of War. The training plan shall include the frequency, methods and sources to be utilized.
 - **Sub-Factor 4 – Mobilization/Demobilization Plan** – The offeror shall submit a mobilization plan to deploy a protection workforce of personnel that have been medically screened, trained, and equipped in accordance with the PWS. The plan must describe the tasks to be completed in the mobilization phase with a timeline which identifies task start and completion dates. These tasks must include all requirements that the contractor intends to accomplish in the mobilization phase. This timeline must include, at a minimum, SPOT enrollment, approval of Letters of Authorization, training, bio enrollment, personnel vetting, submission of arming packets to the Armed Contractor Oversight Directorate.
 - The mobilization plan must clearly describe how the contractor will meet the training and arming authorization requirement for the crew served weapons.
 - The plan shall also describe the methodology of redeploying a workforce at the end of the contract performance period.

- **Sub-Factor 5 – Quality Control Plan (QCP)** – The offeror shall submit a quality control plan that meets the requirements of the PWS.

- (d) Technical capability should demonstrate how the offeror will be able to meet the requirements stated in the Performance Work Statement, to include (but not limited to): the security guards performing their duties in a professional and courteous manner, their capability to control personnel and material entering and departing designated locations, personnel searches, material inspections, general security for the installation and safe house personnel and equipment, use of lethal and non-lethal force, physical protection of Civilian and Military Coalition forces on protected installations, safe houses, and parking areas, coordination with local authorities, and adhering to and enforcing all policies and guidelines established for their particular installation.

2. VOLUME II -- PRICE PROPOSAL

- (a) The Price Proposal must be a separate volume. Complete blocks 12, 17a, 17b, 30a, 30b, and 30c of the Request for Proposal (RFP) SF 1449. In doing so, the offeror agrees to the contract terms and conditions as written in the RFP.
- (b) Insert the proposed unit and extended prices in the pricing schedule for each contract line item (CLIN) including all option periods.
- (c) Complete the necessary fill-ins and certifications at clause 52.212-3 – Offeror Representations and Certification – Commercial Items, 252.212-7000 - Offeror Representations And Certifications-Commercial Items and the Projected Afghan and Third Country National (TCN) Employment clause. The representations and certifications and Employment clause shall be returned in their entirety.
- (d) Acknowledgement of any solicitation amendments.
- (e) Any additional six months pursuant to 52.217-8 will be evaluated by adding the price of an additional six months of performance at the Option Period 4 prices.

3. VOLUME III –ELIGIBILITY REQUIREMENTS- Shall include firearms, MoI License to operate as a PSC, AISA, evidence the company is under the 500 personnel threshold or they have executed a Bridging Tashkil mutual understanding with the Afghanistan public protection force (APPF).

- (a) All vendors must be approved by the Afghanistan Ministry of Interior (MOI) and provide proof of their Private Security Contractor (PSC) License. Additionally, vendors must be registered in the Joint Contingency Contracting System (JCCS) at <http://www/jccs.gov>.
- (b) The Contractor shall include a list of firearms, AISA License, MoI PSC Operating License, evidence the company is under the 500 personnel threshold or document your willingness to execute the Bridging Tashkil mutual understanding with the Afghanistan Public Protection Force (APPF).

4. VOLUME IV – PAST PERFORMANCE – Past performance is a measure of the degree to which an Offeror, as an organization, has in the past three (3) years satisfied its customers, and efficiently and effectively managed their contracts, on projects of similar scope and magnitude. Past performance history shall be used to gauge the level of performance risk. An Offeror's past performance will be assessed on a pass/fail rating based on information supplied by the offeror or other sources available to the Government. The Government will send a past performance survey to one or more customers of offerors. The results will be utilized to determine the offeror's rating on past projects with Government or other customers. Offeror's with no relevant performance history or for whom information on past performance is not available will receive a neutral rating. A neutral rating will be evaluated as a "pass" for the purposes of determining acceptability. In the investigation of an Offeror's past performance, the Government has the right to contact former customers, government agencies, and other private and public sources of information. Offerors must either provide the below information or affirmatively state that it possesses no relevant, directly related, or similar past performance. In addition the vendor shall provide a list of current and/or previous Private Security Contractor (PSC) Services contract numbers to include contracting officer names and phone numbers.

The offeror must list the current percentage of arming authorizations by contract. For those contracts with a percentage less than 90% provide a description of their actions to achieve 100% arming authorization.

The Offeror shall provide up to three (3) relevant projects or contracts that include the following information:

- Government Agency/Company who awarded the contract
- Contract Number
- Description of Services
- Contract Value (base and all options)
- Period of Performance (including all options)
- Place of Performance
- Contract Type
- Current POC with current email address and phone number
- Time to mobilize for that contract

Offerors are hereby notified that their Volume I Technical Capabilities proposals **MUST** satisfy **ALL** of the above listed technical evaluation elements and associated standards of acceptability. Failure to satisfy any one, or combination of, or all of the above listed elements and standards will automatically render the entire Technical Capabilities proposal as “Unacceptable.”

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation which will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost elements and whose proposal is from a responsible offeror, in accordance with Federal Acquisition Regulation (FAR) 15.101-2, Lowest Price Technically Acceptable source selection method. The following factors shall be used to evaluate offers:

- Factor 1 - Technical Capability
 - Sub-Factor 1 – Staffing and Management Plan
 - Sub-Factor 2 – Vetting Plan
 - Sub-Factor 3 - Training Plan
 - Sub-Factor 4 - Mobilization / Demobilization Plan
 - Sub-Factor 5 - Quality Control Plan
- Factor 2 - Price
- Factor 3 - Eligibility Requirements
- Factor 4 – Past Performance

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL ITEMS

Basis of Award

The Government will award a contract to the responsible offer conforming to the solicitation that is the lowest price technically acceptable (LPTA). This award selection will be conducted using the procedures (as specified herein) from the policies and procedures contained in the Federal Acquisition Regulation (FAR) 15.101-2. All vendors must be licensed by the Afghanistan Ministry of Interior (MOI) to provide Private Security Contractor (PSC) Services. Additionally, vendors must be registered in the Joint Contingency Contracting System (JCCS) (website at <https://www.jccs.gov/olvr/>). Proof of a current and valid MoI license and a statement on the number of guards registered with MoI must all be submitted to be considered for award.

LPTA process:

1. Government will eliminate non-responsive offers
2. Government will evaluate all proposals for Technical Acceptability
3. Government will review eligibility requirement of the apparent awardee for responsibility (i.e. MoI approved and other items described in Volume III of instructions.)
4. Government will review Past performance as a measurement of degree to which an Offeror, as an organization, has in the past three (3) years satisfied its customers, and efficiently and effectively managed their contracts, on projects of similar scope and magnitude. Past performance history shall be used in determining an offeror's pass/fail rating.
5. All proposals rated as "technically acceptable" will be ranked from lowest to highest price and an award will be made to the technically acceptable proposal offering the lowest price.

The Government reserves the right to refrain from awarding to any contractor in the event that all Offerors progressing beyond the technically acceptable evaluation are determined to have offered pricing that is not considered realistic, reasonable, or complete. The award shall be based on the lowest price technically acceptable offer. To arrive at an award decision, the Contracting Officer (C.O.) will integrate the Technical Evaluation Board (TEB) results based on the factors described in the paragraphs that follow. The factors are the uniform baseline against which each Offeror's proposal is compared to determine the confidence the government has that the Offeror will be able to satisfactorily accomplish all work required. They establish the level an Offeror's proposal must meet in any area, factor, sub-factor, or element in order to be judged acceptable. **To be eligible for award, a proposal must meet all technical and past performance requirements, conform to all required terms and conditions, and follow submission instructions in FAR 52.212-1, and include all information required.**

FACTOR 1 – TECHNICAL CAPABILITY

Technical Capability will be evaluated on a pass or fail basis.

- a. If a contractor's technical proposal is determined to be unacceptable, the offeror will be excluded from further consideration and will not be considered for award.
- b. Proposals will be reviewed in order of lowest price until a technically acceptable proposal has been determined.

The Technical Evaluation Team will rate the technical proposals according to the chart listed below:

DEFINITION	RATING
Passes (or meets) minimum standard requirements	Acceptable
Fails to meet minimum standard requirements	Unacceptable

The Standard is met when: Technical factor includes a Depictive Package which contains, as a minimum, the following details:

- **Sub-Factor 1 – Staffing and Management Plan** – Describe an integrated plan to recruit, hire and retain a workforce of security personnel. Describe proposed manning levels and skill mix, to include staffing processes and procedures necessary to ensure all needed personnel resources are provided to successfully accomplish PWS requirements. Provide an organizational chart, clearly showing lines of authority and chain of command to include teaming partners and subcontractors. Provide a summary that identifies your key personnel positions and their minimum qualifications. Describe how you will sustain operations through personnel rotations, schedules, and staffing without mission interruption. Describe how you will maintain individual arming authorizations at 100%.

STANDARD:

- **Pass:** The standard is met when the offeror submits a plan that details all of the following: (1) procedures to recruit, hire and retain a workforce of security personnel; (2) manning levels and skill mix sufficient to successfully accomplish PWS requirements; (3) the organization chart clearly showing lines of authority and chain of command, including teaming partners and subcontractors; (4) key personnel positions are identified and personnel qualifications sufficient to accomplish PWS requirements; (5) the offeror's sustainment of operations plan demonstrating no mission interruption due to personnel rotations, scheduling or staffing; and, (6) the plan to maintain individual arming authorizations at 100%.
- **Fail:** The offeror's plan fails to provide any one of the elements required to "pass." The offeror did not submit a plan to details procedures to recruit, hire and retain a workforce of security personnel, or the plan submitted does not adequately describe how the offeror will recruit, hire and retain personnel, or the offeror does not describe manning levels and skill mix, or the proposed manning levels and skill mix is not sufficient to accomplish PWS requirements; or the offeror does not submit an organization chart showing lines of authority and chain of command or the organization chart fails to adequately describe lines of authority and chain of command; or key personnel positions are not identified or the offeror fails to identify all key personnel positions and/or qualifications are insufficient to perform the PWS requirements; the offeror does not submit a sustainment plan or the sustainment plan submitted fails to demonstrate continuity of operations due to personnel rotations, scheduling or staffing; or the offeror does not submit a plan to maintain individual arming authorizations at 100% or the plan submitted fails to demonstrate a method to maintain arming authorizations at 100% .

Sub-Factor 2 – Vetting Plan – The offeror shall submit a plan that describes their vetting procedures for their guard workforce. The plan shall describe procedures to ensure that no employee hired is a security risk, intelligence gathering risk or threat to U.S. Government interest. The plan shall include: procedures to conduct background checks on each candidate; source that will be used to conduct background checks; system to track background checks and method to retain background records on each employee. The plan shall describe how the offeror will track and account for Government-issued badges during the period of performance and describe procedures to return all badges to the Government at the end of the performance period.

STANDARD:

- **Pass:** The standard is met when the offeror submits a vetting plan that includes all of the following: (1) procedures to ensure that no employee hired is of high risk; (2) procedures to conduct background checks on each candidate for employment; (3) source(s) to perform background checks; (4) a tracking and retention system on background checks; (5) a system that tracks and accounts for badges issued on all employees during contract performance and a method to retrieve and return Government-issued badges on all current employees at the end of contract performance.
- **Fail:** The offeror's plan fails to provide any one of the elements required to "pass." The offeror did not submit a vetting plan, or the plan submitted fails to identify: adequate procedures to identify high-risk individuals; or procedures to conduct background checks; or sources to conduct background checks; or a

tracking and retention method for background checks; or a system to track, account for and return Government-issued badges at the end of contract performance.

Sub-Factor 3 – Training Plan – The offeror shall submit a sample training plan to describe how they will train their guard workforce. The training plan will include a training curriculum for: weapons qualification and familiarization; Rules for the Use of Force; Rules of Engagement; legal jurisdiction in Afghanistan; local laws, regulations and permit requirements; BDOC standards; First Aid; Incident Reporting; and Geneva Convention Relative to the Treatment of Prisoners of War. The training plan shall include the frequency, methods and sources to be utilized.

STANDARD:

- Pass: The standard is met when the offeror submits a sample training plan that describes all of the following: (1) the frequency, method and sources utilized for weapons training and qualifications necessary to maintain current weapons qualification for all guard personnel, and for both personal and crew served weapons; (2) the frequency, method and sources for all other training required by the PWS including Rules for the Use of Force; Rules of Engagement; legal jurisdiction in Afghanistan; relevant local laws, regulations, and permit requirements; BDOC procedures; First Aid; Incident Reporting; and Geneva Convention Relative to the Treatment of Prisoners of War; and, (3) a description of how this training will be accomplished during the mobilization phase.
- Fail: The offeror's plan fails to provide any one of the elements required to "pass." The offeror does not submit a sample training plan or the sample training plan does not describe the frequency, method and sources utilized for weapons training and qualifications necessary to maintain current weapons qualification for all guard personnel, and for both personal and crew served weapons; the plan does not describe the frequency, and method for all training required by the PWS including the Use of Force; Rules of Engagement; legal jurisdiction in Afghanistan; local laws, regulations, and permit requirements; BDOC procedures; First Aid; Incident Reporting; and Geneva Convention Relative to the Treatment of Prisoners of War, and a description of how this training will be accomplished during the mobilization phase. .

Sub-Factor 4 –Mobilization/Demobilization Plan – The offeror shall submit a mobilization plan to deploy a protection workforce of personnel that have been medically screened, trained, and equipped in accordance with the PWS. The plan must describe the tasks to be completed in the mobilization phase with a timeline which identifies task start and completion dates. These tasks must include all requirements that the contractor intends to accomplish in the mobilization phase. This timeline must include, at a minimum, SPOT enrollment, approval of Letters of Authorization, training, bio enrollment, personnel vetting, submission of arming packets to the Armed Contractor Oversight Directorate.

- The mobilization plan must clearly describe how the contractor will meet the training and arming authorization requirement for the crew served weapons.
- The plan shall also describe the methodology of redeploying a workforce at the end of the contract performance period.

STANDARD:

- Pass: The standard is met when the offeror submits a plan that demonstrates all of the following: (1) the ability to deploy a protection workforce of personnel that have been medically screened, trained, and equipped; (2) clearly describe how the contractor will meet the training and arming authorization requirement for the crew served weapons (3) how a workforce of personnel will redeploy at the end of the contract performance period and the estimated time for redeployment, and, (4) the milestones to accomplish SPOT registration of all personnel, biometric enrollment, and arming authorization during the mobilization phase.

- Fail: The offeror's plan fails to provide any one of the elements required to "pass." The offeror did not submit a mobilization/demobilization plan; the plan does not demonstrate clearly how the contractor will meet the training and arming authorization requirement for the crew served weapons; the plan does not demonstrate that the guard force will be properly qualified and authorized at the end of the mobilization period; the plan does not describe how a workforce of personnel will redeploy after the end of the contract performance period.

Sub-Factor 5 – Quality Control Plan (QCP) – The offeror shall submit a quality control plan that meets the requirements of the PWS.

STANDARD:

- Pass: The contractor shall provide a QCP with their proposal that will provide evidence indicating the ability to meet contract performance requirements, these elements include: inspections, analysis and action required to ensure quality of output; the operational techniques and the activities used to fulfill and verify requirements of quality; a procedure for keeping quality of inputs or outputs to specifications. The contractor shall establish and maintain a quality control program that is acceptable by the Government as meeting the terms and conditions of the PWS.
- Fail: The offeror's QCP fails to provide all of the elements required to "pass."

FACTOR 2 – PRICING – Offerors shall provide PRICING Factor in accordance with specifications detailed in the Addendum to FAR Clause 52.212-1 (Instructions to Offerors-Commercial) in this solicitation. **After completion of the technical evaluation, all proposals rated as "technically acceptable" will be ranked from lowest to highest price and an award will be made to the technically acceptable proposal offering the lowest price. In order to accommodate price evaluation for 52.217-8, Extension of Services, an additional six months will be added at the same price as the final option period for a total evaluated price.**

FACTOR 3 – ELIGIBILITY REQUIREMENTS - Shall include firearms, AISA, evidence the company is under the 500 personnel threshold or they have executed a Bridging Tashkil mutual understanding with the Afghanistan public protection force (APPF).

- (a) All vendors must be approved by the Afghanistan Ministry of Interior (MOI) to provide Private Security Contractor (PSC) Services. Additionally, vendors must be registered in the Joint Contingency Contracting System (JCCS) at <http://www/jccs.gov>.
- (b) The Contractor shall include a list of firearms, AISA, evidence the company is under the 500 personnel threshold or they have executed a Bridging Tashkil mutual understanding with the Afghanistan public protection force (APPF).

FACTOR 4 – PAST PERFORMANCE

Past performance is a measure of the degree to which an Offeror, as an organization, has in the past three (3) years satisfied its customers, and efficiently and effectively managed their contracts, on projects of similar scope and magnitude. Past performance history shall be used in determining an offeror's technical acceptability. An offeror's past performance will be assessed on a pass/fail rating based on information supplied by the offeror or other sources available to the Government. The Government will send a past performance survey to one or more customers of offerors. The results will be utilized to determine the offeror's rating on past projects with Government or other customers. Offeror's with no relevant performance history or for whom information on past performance is not available will receive a neutral rating. A neutral rating will be evaluated as a "pass" for the purposes of determining technical acceptability. In the investigation of an Offeror's past performance, the Government has the right to contact former customers, government agencies, and other private and public sources of information. Offerors must either provide the below information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

The Offeror shall provide up to three (3) relevant projects or contracts that include the following information:

- Government Agency/Company who awarded the contract
- Contract Number
- Description of Services
- Contract Value (base and all options)
- Period of Performance (including all options)
- Place of Performance
- Contract Type
- Current POC with current email address and phone number
- Time to mobilize for that contract

DEFINITION	RATING
Passes (or meets) minimum standard requirements	Acceptable
The offeror has insufficient/no relevant past performance upon which to base a meaningful performance risk prediction. Performance Risk Level: Pass	Neutral
Fails to meet minimum standard requirements	Unacceptable

- Pass: The standard is met when: the offeror has not been Terminated for Cause/Default on past project(s) within the past 3 years, and either (1) the offeror receives a “pass” or “neutral” rating on all past performance surveys sent out by the government or (2) the offeror has no relevant past performance .
- Fail: The offeror has been terminated for Cause/Default on past project(s) within the past 3 years, or a “fail” rating was received on any past performance survey(s).

Offerors are hereby notified that their Volume I Technical Capabilities proposals MUST satisfy ALL of the above listed technical evaluation elements and associated standards of acceptability. Failure to satisfy any one, or combination of, or all of the above listed elements and standards will automatically render the entire Technical Capabilities proposal as “Unacceptable”.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(END OF ADDENDUM)

(END OF PROVISION)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) 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. 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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

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

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

____ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (10) [Reserved]

____ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-6.

____ (iii) Alternate II (Mar 2004) of 52.219-6.

____ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

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

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

____ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

____ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

____ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

____ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

____ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-- Representation and Certification. (NOV 2011)

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

Person--

(1) Means--

(i) A natural person;

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

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

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

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

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

(End of provision)

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

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

(End of clause)

52.233-2 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

Kabul Regional Contracting Center
 Sabalu House
 Camp Eggers, Kabul, Afghanistan
 EMAIL: james.c.summers@afghan.swa.army.mil

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

(End of provision)

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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2011)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. Applies to all solicitations and contracts with institutions of higher education.

(iii) 252.216-7003, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7003, Tax Exemptions (Italy). Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7005, Tax Exemptions (Spain). Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

____ (v) 252.225-7031, Secondary Arab Boycott of Israel.

____ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) 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 provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	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)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

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

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) 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 Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of 252.225-7001.

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

- (10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12)(i) ____ 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (13) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ____ Alternate III (OCT 2011) of 252.225-7036.
- (16) X 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (19) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (20) ____ 252.227-7015, Technical Data—Commercial Items (SEP 2011) (10 U.S.C. 2320).
- (21) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (22) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (23) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (24) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (25) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(26) X 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(27) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(28)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) X Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(29) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(30) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (SEP 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

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

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

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

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

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) NO ONE may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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

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

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

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [HTTPS://ATEP/DTIC.MIL](https://ATEP/DTIC.MIL)
(End of clause)

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

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

- (1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or
- (2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

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

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

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

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

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

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

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

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

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

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

C³ CLAUSE 952.201-0001 OMBUDSMAN (AUG 2011)

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

(b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC-A-76 competition performance decisions).

(c) If resolution cannot be made by the Contracting Officer, concerned parties may contact the C-JTSCC Ombudsman at:

[Attn: SCO-A Ombudsman](#)

[APO AE 09356](#)

[Email: NKCSO-Apol.org@afghan.swa.army.mil](mailto:NKCSO-Apol.org@afghan.swa.army.mil)

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

C³ CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language, that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
- (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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

C³ CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)

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

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C³ CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2011)

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

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;

- (4) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)
- (6) USF-I OPOD 11-01, Annex C, Appendix 20
- (7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011.

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

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

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

- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
- (3) How the contractor will coordinate transportation with appropriate military authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

- (1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.
- (2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.
- (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation

policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

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

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

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

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

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

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

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **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.

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

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

(l) **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.

(m) **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.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

C³ CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (AUG 2011)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between

the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.

(c) **AFGHANISTAN:**

In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall 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. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

C³ CLAUSE 952.225-0003 FITNESS FOR DUTY & MEDICAL/DENTAL CARE LIMITATIONS (AUG 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure

disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

C³ CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2011)

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

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

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

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

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

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

C³ CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

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 2011-O0004.

C³ CLAUSE 952.225-0008 SHIPPING INSTRUCTION FOR WEAPONS (AUG 2011)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

C³ CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR
CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)
(AUG 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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

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

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

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

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

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

C³ CLAUSE 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AUG 2011)

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

* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the Force

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

Third-Country National (TCN) Employees

<input type="checkbox"/> APO/FPO/MPO/Postal Services	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation

☐ Badge
☐ Commissary
☐ Dependents Authorized

☐ Military Clothing
☐ Military Exchange

☐ All
☐ None

Local National (LN) Employees

☐ APO/FPO/MPO/Postal Services
☐ Authorized Weapon
☐ Billeting
☐ CAAF*
☐ Controlled Access Card (CAC)
☐ Badge
☐ Commissary
☐ Dependents Authorized

☐ DFACs
☐ Excess Baggage
☐ Fuel Authorized
☐ Govt Furnished Meals
☐ Military Banking
☐ Military Clothing
☐ Military Exchange

☐ Mil Issue Equip
☐ MILAIR
☐ MWR
☐ Resuscitative Care
☐ Transportation
☐ All
☐ None

C³ CLAUSE 952.225-0013 CONTRACTOR HEALTH AND SAFETY(AUG 2011)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

C³ CLAUSE 952.225-0014 NOTIFICATION OF HOST NATION CONTRACTOR AND SUBCONTRACTING REQUIREMENTS (AUG 2011)

(a) Performance of work by a host nation contractor and/or a host nation subcontractor. The use of Host Nation under this clause means a firm, or a joint venture/teaming arrangement which includes a host nation business, proposed to perform services in Afghanistan under contract to the US Government and is registered with the Government of the Islamic Republic of Afghanistan, the Afghanistan Chamber of Commerce or Afghanistan Investment Support Agency.

The offeror shall provide, with its proposal, the following for each Host Nation contractor and subcontractor:

(i) The total proposed amount of the work (in terms of proposed price/cost) to be performed by the offeror;

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

(b) If any subcontractor proposed under the contract, task order, delivery order, or other contract mechanism, intends to subcontract to a lower-tier subcontractor for work to be performed under its subcontract, the offeror shall identify in its proposal:

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

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

C³ CLAUSE 952.225-0015 HOST NATION CONTRACTOR AND SUBCONTRACTING REQUIREMENTS (AUG 2011)

(a) Performance of work by a host nation contractor and or host nation subcontractor. The use of Host Nation under this clause means a firm, or a joint venture/teaming arrangement which includes a host nation business, proposed to perform services in Afghanistan under contract to the US Government and is registered with the Government of the Islamic Republic of Afghanistan, the Afghanistan Chamber of Commerce or Afghanistan Investment Support Agency. All subcontract agreements with host nation firms entered into after contract award must be approved in advance by the Contracting Officer. The contractor shall provide the information identified below to the Contracting Officer with any request for subcontract agreement approval.

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

- (i) The total proposed amount of the work (in terms of proposed price/cost) to be performed by the offeror;
- (ii) Name and addresses and phone numbers of all business locations of the subcontractor;
- (iii) A copy of Iraqi/Afghan business license;
- (iv) Website and e-mail addresses of the subcontractor;

- (v) The banking information for each subcontractor to include but not limited to the bank name, routing identifier, account number and name(s) on account(s);
- (vi) The information on the subcontractors's key personnel (to include full name (including Father's name), address, nationality, passport # - as applicable, Taskira if applicable, date and place of birth); e-mail address, tribal affiliation);
- (vii) The total proposed amount of work (in terms of proposed price/cost) to be performed by the subcontractor under the contract, task order, or delivery order, or other contract mechanism.
- (viii) Description of the added value provided to the contractor as related to the work to be performed by the subcontractor

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

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

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

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

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

C³ CLAUSE 952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

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

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

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs.

The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

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

C³ CLAUSE 952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

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

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

(3) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) **Government Furnished Equipment/Materials:** The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) **Contractor Personal Property:** The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

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

C³ CLAUSE952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:
http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.
2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.
3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.
2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:
 - a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
 - b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
 - c. Shipping Invoices.
 - d. Packing Lists. Required only if the shipping invoice does not list the cargo.
 - e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
 - f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
 - g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA

duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

C³ CLAUSE 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the

missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

C³ CLAUSE 952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (AUG 2011)

(a) This special clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit either proof of a valid DBA Insurance policy or acceptance of an application with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE, CENTCOM – Joint Theater Support Contracting Command (C-JTSCC) and U.S. Army Contracting Command (408th CSB), contract are as follows:

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

(c) **Labor Category/Job Classification Definitions:**

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground

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

- (d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA insurance coverage directly from CNA Insurance Co.
- (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the contractor's or subcontractor's DBA Insurance policy is due to be renewed.
- (f) CNA's broker (Rutherford) shall provide proof of confirmation of coverage within 3 working days of receipt of a completed insurance application. This confirmation should be used by the Contracting Officer to issue notice to proceed with performance.
- (g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.
- (h) Claims Reporting. The Contractor shall make timely DBA insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.
- (i) The insurance carrier/broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.
- (j) Failure to obtain DBA insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

C³ CLAUSE 952.228-0002 DEFENSE BASE ACT INSURANCE RATES - LIMITATION - FIXED-PRICE CONTRACTS (AUG 2011)

(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, C-JTSCC and 408th CSB contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. The fixed rates for this insurance are as follows:

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

(b) **Labor Category/Job Classification Definitions:**

SERVICE: “White-collar” workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: “Blue-collar” workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel.

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground.

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

1. Compensation of Covered Employees: _____
(Total Payroll Not total Contract Value) Ex: if total payroll is \$100K
2. Applicable DBA rate: _____
(Use appropriate Rate) Ex: If a service, the rate is \$3.50/\$100 or 3.5%
3. Total DBA COST: _____
(Amount of DBA Premium) Ex: \$100K multiplied by 3.5% is \$3.5K

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

(e) Use of the coverage under the USACE contract with CNA is mandatory for the prime contractor and all subcontractors at any tier. CNA Insurance is utilizing Rutherford International as their managing broker. The point of contact (POC) is Nikki Hounghmany, (703) 813-6571, email usace@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

**C³ CLAUSE 952.232-0002 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)
(AUG 2011)**

(a) This contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. 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.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

C³ CLAUSE 952.233-0001 AGENCY PROTEST PROGRAM (AUG 2011)

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO) in accordance with FAR 33.103. A protest to C-JTSCC is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The C-JTSCC Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within C-JTSCC, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the C-JTSCC Agency Protest program for contract solicitations issued by C-JTSCC. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.

(d) For the purpose of filing a C-JTSCC Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the Contracting Officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(f) C-JTSCC Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Kabul Regional Contracting Center

Sabalu House
Camp Eggers, Afghanistan
EMAIL: james.c.summers@afghan.swa.army.mil

INVOICE INSTRUCTIONS
INVOICE INSTRUCTIONS

SPECIAL INSTRUCTIONS:

1. DELIVERY & SHIPPING INSTRUCTIONS:

CALL THE POINT OF CONTACT BELOW BEFORE DELIVERY OF GOODS, TO COORDINATE TIMES AND INSTRUCTIONS FOR DELIVERY.

2. RECEIVING OFFICER: The Receiving Officer under this contract is as follows:

NAME:	
	CJIOC-A HQ-ISAF Kabul, Afghanistan
Email:	
PHONE:	

3. ADDENDUM TO BLOCK 18B

CONTRACTOR INSTRUCTIONS: The contractor must submit the invoice to the receiving officer or Contracting Officer Representative.

RECEIVING OFFICER OR CONTRACTING OFFICER REPRESENTATIVE (COR) INSTRUCTIONS: The receiving officer or COR must submit the contractor's invoice with a signed DD250 together to the address listed in Block 9 of the SF-1449 or electronically by email to: KRCCInvDD250.org@afghan.swa.army.mil.

SPECIAL INSTRUCTIONS: If this is a service or construction contract, the contractor's invoice will not be processed until proof of Defense Base Insurance (DBA) insurance and the SPOT spreadsheet have been provided to the Contracting Officer.

CUSTOMS INFORMATION

*****Follow these instructions in order to get CCR from the US Embassy*****

- Airway bill must have a US military address and point of contact in the consignee block
- All addresses must be typed.
- Bring airway bill, bill of lading, CMR, invoice, and copy of contract to the Cole House, Camp Eggers

***** If there are any problems with these documents the US Embassy will not grant customs release. The contractor will be responsible to clear customs on their own.**

For immediate attention and inquiries on payments made by DFAS Rome, please call customer service at 1-800-553-0527 or email them at rome-vendorpay@dfas.mil. Please do not send attachments to this email address as DFAS Rome policy requires automatic deletion.

CONTRACTOR MANPOWER REPORTING**Contractor Manpower Reporting:**

Technical Cost Analysis of Contractor Manpower Reporting (CMR) Requirement Accounting for Contract Services, otherwise known as contractor Manpower Reporting (CMR), is a Department of Defense Business Initiative Council (BIC) sponsored program to obtain better visibility of the contractor service workforce. This reporting requirement applies to all Army contracts. Offerors are instructed to include costs to report CMR data within their cost proposal.

Requirements:

The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at <https://cmra.army.mil/> :

1. Direct Labor: Direct labor hours and the value of those hours; 2. Indirect Labor: Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours: If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate for Compensation Value: If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay; and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s): Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates). Either method chosen should be consistently reported.

Uses and Safeguarding of Information:

The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower planning purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as Contractor Proprietary. Non-sensitive roll-up

information may eventually be published for public inspection after such data has been validated as deemed appropriate.

Sub-Contractor(s):

The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

Report schedule:

The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format: The information required should be reported electronically to the M&RA data collection point, at <https://cmra.army.mil/>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related to:

(1) Reporting to Congress or Army Leadership: Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriation data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility: Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

Reporting Flexibility:

Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a reporting period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

For

SECURITY SERVICES

LOCATION: CJIOC ISAF HQ Kabul, Afghanistan

REVISION NUMBER: One DATE: 03 OCT 2011

1. SECTION I – DESCRIPTION OF SERVICES. The purpose of this Performance Work Statement (PWS) is to define the requirements for a total of FIVE (5) Top Secret Sensitive Compartmented Information (TS SCI) cleared contractor personnel and equipment to perform uninterrupted (hours per day: 24, days per week: 7, Duration: see period of performance) security services and entry control at the Combined Joint Intelligence Operations Camp(CJIOC), ISAF HQ, Kabul, Afghanistan.

1.1.1. PERIOD OF PERFORMANCE. The Period of Performance for this effort consists of a mobilization period, a base period and four 12-month options:

Mobilization: 60 Days following Contract Award

Base Period: Upon Contract Award thru 365 days including Mobilization

Option One: Plus 1 Year

Option Two: Plus 2 Year

Option Three: Plus 3 Year

Option Four: Plus 4 Year

****NOTE: PSC contractor will only be allowed to work up until the ISAF Static location portion of PD 62 is enforced.****

1.1.2. RESTRICTIONS TO PERFORMANCE.

1.1.3. INHERENTLY GOVERNMENTAL ACTIVITIES. Contractors are not allowed to engage in inherently governmental activities. An inherently governmental activity is an activity that is so intimately related to the U.S. public interest as to mandate performance by Government personnel. These activities require the exercise of substantial discretion in applying Government authority and /or making decisions for the Government. Inherently governmental activities in a combat environment include those activities that require discretionary judgment that commit the U.S. Government to a course of action, such as deciding who or what to attack or search. Any activity that requires more than a response in self-defense to a hostile attack is inherently governmental. Some authorized activities may become inherently governmental when there is a high likelihood of hostile attack.

1.1.4. COMBAT OR COMBAT-LIKE ACTIVITIES. The Contractor recognizes that a Security Guard is a non-combatant and cannot take part in combat or combat-like activities to include law enforcement activities. Combat or combat-like activities and law enforcement activities include, but are not limited to, quick reaction force, reconnaissance patrolling, cordon and search operations, acting as an observer or spotter for indirect fire operations and route clearance operations.

1.1.5. ARMED SECURITY GUARD ACTIVITIES. The Contractor understands Security Guards may participate in certain non-combat activities such as: guard duties at U.S. Government facilities – including gates, walls, observation outposts, towers and the requirements as stated herein.

1.1.6. HOST NATION LAWS AND REGULATIONS. All Contractors must comply with applicable Host Nation laws and regulations and secure applicable permits before being authorized to carry weapons while performing Security Guard duties.

****NOTE: The PSC has to have a Valid GIROA PSC license.****

1.1.7. CIVIL AND CRIMINAL LIABILITY. All Contractors shall acknowledge the potential for civil and criminal liability under U.S. and Afghan laws for the improper or illegal use of weapons.

1.1.8. MEDICAL SCREENING (REF PWS Par 2-8 D001). All Contractors will be medically screened IAW MOD TEN TO USCENTCOM INDIVIDUAL/UNIT DEPLOYMENT POLICY and USFOR-A DCDR-S Memorandum on Medical Screening Requirements and Procedures for Local National Employees (attachment C) at the Contractor's expense. All Security Guards will be medically screened for Tuberculosis (TB). Any security guard that tests positive for TB will not be employed by the Contractor. Security guards who are ill will not be permitted access to the installation until they are healthy again. Screening records shall be made available to the Contracting Officer (KO) and Contracting Officer Representative (COR) within 20 days of employee being hired and prior to biometric enrollment request or as requested by the Government so the local U.S. Forces medical officer can determine eligibility of employment.

1.1.9. BIOMETRIC ENROLLMENT/SCREENING AND BADGING (REF PWS Par 2-8 D002, D003). Voluntary collection of Biometric data as a condition of employment is essential to the positive identification of individuals in Afghanistan. All Local Nationals (LNs) and Third Country Nationals (TCNs) shall be biometrically enrolled in a U.S. Biometric Automated Toolset (BATS) system prior to submission of arming authorization request and prior to performance of armed security duties. The Contractor shall submit a request for Biometric enrollment to the COR with a technically accurate and complete Armed Contractor Oversight Directorate (ACOD) Arming Roster (AAR) (Located in attachment D of this Document) to identify the employees requiring enrollment/screening. The Contractor shall provide all employees with a Company unique identification badge that shall not resemble the local installation badging scheme or color. The Contractor shall submit an acceptable unique badging scheme to the COR & KO within 10 days of contract execution. All Contractors shall be enrolled/screened and receive a Government installation badge prior to performance. The contractor shall request a Global Unique Identification (GUID) spreadsheet from the Government enrollment personnel after each Biometric enrollment and provide to the COR, KO and ACOD to document verification of enrollment in accordance with USFOR-A FRAGO 11-128, Attachment 6.

1.1.10. ARMING AUTHORIZATION. The Contractor understands Security Guards must receive arming authorization from the Theater Commander or their designated representative prior to performing armed duties. The arming authorization memorandum (See example at attachment C) is the only document that authorizes Security Guards to be armed. As such, Security Guards shall carry the arming authorization memorandum on their person while performing armed duties. Security Guards shall only possess or use weapons and ammunition as approved by the CDR USCENTCOM (or their designee), the Ministry of Interior Afghanistan or designee and as authorized on the USFOR-A Arming Authorization Memorandum. (Reference USFOR-A FRAGO 11-128)

Note: USCENTCOM Policies, USFOR-A FRAGOs, and ACOD Civilian Arming Request Training can be found at attachment C. Templates can be found at attachment D.

1.1.11. INCURRING COST. The contractor shall not begin to perform or incur costs Associated with the contract until receiving a Notice to Proceed, which will be issued once the contract has been registered with the Afghanistan Ministry of Interior (MOI).

1.1.12. SECURITY CLEARANCE REQUIRED: Facility Clearance is required prior to the award phase and maintained throughout the period of performance. Offerors must provide proof of a current U.S./NATO Facility Clearance at the SECRET level IAW DoDD 5220.22, National Industrial Security Program Operating Manual. This TOP SECRET level Facility Clearance requirement applies to Personnel that require access to classified information. The Contracting Officer will assess each offeror's Facility Clearance documentation. The assessment will result in a "Go/No Go" decision; a "Go" is needed to receive consideration for award. For those offerors submitting a proposal as a newly formed partnership, joint venture, or limited liability company, the requirement for a current Facility Clearance at the TOP SECRET level can be satisfied through the submittal of documentation evidencing the fact that the prime or managing partner of a partnership, joint venture, limited liability company holds a TOP SECRET level security clearance. Failure to have the required Facility Clearance by the proposal closing date shall make the offeror ineligible to receive a contract award. Note: For the purpose of this acquisition, an offeror is defined as a prime contractor and all key subcontractors identified by the prime contractor. Contractor certifications must be accurate and up-to-date at proposal submission time

1.1.13. SECURITY SERVICE REQUIREMENTS.

1.1.14. MOBILIZATION. The Contractor shall provide all personnel with the required training and documentation necessary to attain arming authorization within 30 days of contract award or within 30 days of employee being hired. The contractor has the authority to hire new or replacement personnel as necessary.

1.1.15. SPOT ENROLLMENT. The Contractor shall enroll/register all employees, weapons, and vehicles in the Synchronized Pre-deployment Operational Tracker (SPOT) system within seven (7) days of employment. The contractor shall maintain the SPOT database (i.e. enroll, deploy, redeploy and revoke LOAs/vehicles within 7 days of any changes). The contractor shall immediately recapture hard copy LOAs from all employees who have been terminated. (Reference USCENCOM FRAGO 09-1451 Mod 2 & DFAR 252.225-7039)

Note: ACOD provides a bulk upload capability for new contracts (see Armed Contractor Employee Worksheet version 5.0 at attachment D).

1.1.16. TRAINING. The Contractor shall train all employees on each aspect of health, safety and security in accordance with the Government accepted training plan referenced at paragraph 1.4.4 to ensure all personnel receive initial and periodic training to maintain certification, proficiency and arming authorization.

1.1.17. ARMING AUTHORIZATION REQUEST PACKETS. The Contractor shall submit accurate and complete arming authorization request packets to the COR for each employee required to be armed within 20 days from date of employment start and in accordance with USFOR-A FRAGO 11-128, Attachment 5 – Arming Authorization Request Requirements.

1.1.18. EQUIPMENT.

1.1.18.1. The Contractor shall provide a minimum of one (1) fully functional M-4 series rifle, and (1) 9mm pistol per person, ammunition, (1) lockable storage container to secure weapons and ammunition, and (4) professional standard uniforms per person.

1.1.18.2. The Contractor shall proactively maintain and replace all required equipment. Knowing use of non-functioning or unserviceable equipment may present a grave security risk to all personnel present within the secured area and shall be administratively handled in proportion to the risk posed. Contractor shall report all unserviceable equipment to the COR. In addition, the COR has the authority to identify equipment as unserviceable. Only the COR can authorize replacement.

Note: Non-U.S. and Non – Standard weapons shall be requested IAW USCENCOM Policy Memo (dated 18 Jan 11), USFOR-A FRAGO 11-128 (located in Attachment C of this Doc) and clause 952.225-0001 in the contract.

1.1.19. AMMUNITION SUPPLY. The Contractor shall maintain an on-hand supply of ammunition appropriate to the local threat and rate of consumption.

1.1.20. WEAPON MAINTENANCE. The Contractor shall implement a regular maintenance program for all Security Guard weapons. Pursuant to this program, all weapons shall be checked and cleaned periodically. Security Guards shall ensure their weapons are in proper working order at all times. Security Guards shall conduct daily function checks on all assigned weapons prior to assuming duties. If an employee has knowledge that their weapon is not in the proper working condition, the employee shall immediately report to their Security Guard Supervisor for repair and/or approved replacement.

1.1.21. CONTROLLED ITEM ACCOUNTABILITY. The Contractor shall provide the necessary resources, processes, and procedures to maintain positive control of all items that grant access or pose serious risk to Government resources to include but not limited to the following:

1. Badges
2. Uniforms
3. SPOT Letters of Authorization (LOAs)
4. Arming Authorization Memorandums
5. Weapons
6. Ammunition

1.1.22. WEAPON INVENTORY. The contractor shall maintain a serialized weapons accountability list and maintain weapons accountability at all times. Weapons and ammunition will be inventoried every shift change and reported to the Base Defense Operations Center (BDOC) or equivalent Force Protection agency.

1.1.23. MINIMUM AMMUNITION LOAD. While on duty, all guards shall have a minimum basic unit load of 90 rounds of ammunition on their person for their assigned M-4 series rifle (5.56mm) and 45 rounds of pistol ammunition (9mm). Ammunition will not be modified in any way. Contractor shall proactively replace out dated/unserviceable ammunition. The COR has the authority to identify ammunition as unserviceable.

1.1.24. ENTRY CONTROL POINTS (ECPs). The Contractor shall provide the required manning at designated ECPs to detect, identify, report, and guard against unauthorized personnel and contraband, as well as, instruments of damage and destruction in order to prevent threats from entering the installation.

1.1.25. PERIMETER DEFENSIVE POSITIONS (PDPs). During period of heightened Force Protection / Threat Warnings, the Contractor shall provide the required manning at designated PDPs to conduct surveillance and counter-surveillance of the installation perimeter in order to prevent unauthorized personnel from gathering information or illegally entering the installation.

1.1.26. ESCORT AND MONITOR NON-BADGE LOCAL NATIONALS. The Contractor shall provide armed security guards to escort designated personnel and vehicles on the installation as required. Their duties shall be to monitor non-badged Local Nationals working on base construction, maintenance, repair, and housekeeping/grounds keeping projects.

1.4. DELIVERABLES.

1.4.1 CONTRACTOR VETTING PLAN (REF PWS Par 2-8 D005). The contractor shall prepare and submit a plan detailing their processes for hiring employees and performing background checks to the KO and COR within ten (10) days after receipt of contract award notice, for review and acceptance. The plan shall at a minimum address local agency checks (i.e. work history, identity verification via national identification or Taskera, address confirmation, fingerprinting, and local police check with clearance certificate), national agency checks (i.e. submit employee information package to the Afghanistan Ministry of Interior, Afghanistan National Directorate of Security investigates major crime and potential connections to terrorist organizations and if background is clear Ministry of Foreign Affairs issues certificate of successful vetting and acceptance), and maintaining support during Government vetting processes (i.e. submitting requests for biometric enrollment, ensuring interpreting services are available as necessary during enrollment/screening and positive verification of enrollment by requesting Global Unique Identification number spreadsheet from Government enrollers). The Contractor shall also address how employee termination is communicated to the KO, COR and local installation Force Protection agencies to prevent unauthorized access as well as to communicate potential security risks to the Government for biometric watch list consideration. The Contractor shall also address how dismissals of concern are tracked and communicated amongst all sites the Contractor manages to prevent rehiring high risk personnel.

1.4.2 CERTIFICATION OF SUITABLE CANDIDATE(S) FOR EMPLOYMENT (REF PWS Par 2-8 D006). Upon completion of successful Contractor employee vetting, the Contractor shall provide official written certification of candidate(s) suitability for Armed Security Guard employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted against the Government accepted Contractor vetting plan. Certification shall be provided to the COR prior to submitting arming authorization requests to the ACOD.

1.4.3. TRAINING PLAN AND SCHEDULE (REF PWS Par 2-8 D007). The Contractor shall prepare and submit a training plan and schedule for implementation to the COR, within ten (10) days after receipt of the contract award notice, for review and acceptance. Training shall at a minimum address the following:

1. Security – Common Tasks (attachment G)
2. International Code of Conduct for Private Security Service Providers (9 November 2010) – Specific Principles Regarding the Conduct of Personnel
3. Law of Armed Conflict (LOAC)
4. Rules of Use of Force (RUF)
5. Distinction between Rules of Engagement (ROE), LOAC and RUF
6. Host Nation Laws and Regulations
7. MoI Instructions for Armed Security Guards
8. Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949
9. Combating Trafficking in Persons (CTIPS)
10. Local Customs and Courtesies
11. Civil and Criminal Liability under U.S. and Afghan Law
12. Standards of Conduct
13. Installation Policies/Rules
14. Compound (Base) Defense Plan
15. Combat First Aid
16. Health, Safety and Hazardous Materials associated with ASG duties and military installations

17. Weapon Familiarization, Safety and Qualification

1.4.4. ARMING AUTHORIZATION REQUEST PACKETS (REF PWS Par 2-8 D008). The Contractor shall submit Arming Authorization Request Packets to the COR on each employee required to be armed within 20 days of employment IAW USFOR-A FRAGO 11.128, attachment 5 located in attachment C of this Document..

1.4.5. WEAPONS INVENTORY REPORT (REF PWS Par 2-8 D009). The Contractor shall provide the weapon inventory report to the COR and BDOC (or equivalent Force Protection agency) at every shift change

1.4.6. DUTY SCHEDULE (REF PWS Par 2-8 D010). The contractor shall provide schedules by name of security guards and the duties they have been assigned. It is also the responsibility of the contractor to ensure that the appropriate coverage of the CJIOC-A ECP is maintained. The Contractor shall provide the initial duty schedule to the COR and continually provide as schedule changes are made.

1.4.7. REPORTS (REF PWS Par 2-8 D011, D012). Monthly reports shall be delivered to the COR and KO no later than (NLT) the 25th of each month. The reporting period shall cover the 26th of the previous month to the 25th of the current month. All reports shall be saved and provided using the following naming convention with dashes- (if applicable): yyyy-mm-Contract Number-TO number-Report Acronym-Location (Example - 201106-W91B4M-09-C-1234-0004-AAR-FOB Blessing). The following reports shall be delivered as specified in the deliverables table in section 2.8:

1. ACOD Arming Roster (AAR; Monthly)
2. Monthly Census Report (MCR; Monthly)
 - a. IAW Clause 952.225-0005 Monthly Contractor Census Reporting
3. Monthly Payment Invoice (MPI, Monthly)
4. Serious Incident Report (SIR; upon occurrence)
 - a. IAW USFOR-A FRAGO 11-128, Para. 3.B and Clause 952.225-0002 Armed Personnel Incident Reports
5. Kidnapping, Serious Injury or Death Report (KSID, upon occurrence)
 - a. IAW 952.223-0001 Reporting Kidnappings Serious Injuries and Deaths
6. Annual Manpower
 - a. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>. **** this Contract line Item Is for Informational Purpose Only, and is not a Separately priced Solicitation line item.****

Note: Monthly report deliverables are due on the 25th of each month to ensure data is as accurate and up to date as possible as well as to normalize data across reporting processes (i.e. arming roster, monthly census and SPOT data). All templates can be found at attachment D of this Document.

1.4.8. QUALITY CONTROL PLAN (REF PWS Par 2-8 D013). The Contractor shall institute and maintain a quality control program with a written quality control plan. The quality control plan shall provide the methodology to assure satisfactory accomplishment of the contractual requirements as stated herein. The contractor shall provide a copy of the quality control plan to the COR and KO no later than 15 days after contract award.

1.4.9. NON – U.S. OR NON – STANDARD WEAPON SCORECARDS (REF PWS Par 2-8 D014).

Contractors who utilize Non-U.S. or Non-Standard Weapons (Reference TF SPOTLIGHT Non-U.S./Non-Standard Weapon Definition Memo at attachment C of this Document) shall provide an acceptable scorecard with qualification criteria to the COR and KO no later than 10 days after contract award

2. SECTION II - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).

2.1. PURPOSE. This plan provides a basis for the Government to evaluate the quality of Armed Security Guard (ASG) Contractor's performance. The oversight provided for in the contract and in this plan will ensure service levels reach and maintain the required levels throughout the contract term. This plan will provide the Government with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for required annual past performance evaluations.

2.2. GOVERNMENT RESOURCES/RESPONSIBILITIES. The following definitions for Government resources and responsibilities are applicable to this plan:

Contracting Officer (KO) - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

The KO ensures performance of all necessary actions for effective contracting. Ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. The KO assures the Contractor receives impartial, fair, and equitable treatment under the contract. The KO is responsible for the final determination of the adequacy of the Contractor's performance.

Quality Assurance Representative (QAR) - The QAR is a trained quality assurance professional who will ensure proper implementation of all contract administration functions by the COR. A QAR will be assigned to assist the COR with quality assurance surveillance plan duties. The QAR is responsible for providing quality assurance surveillance plan training and to conduct validation audits of COR performance. During contract performance the QAR will mentor and support the COR in all quality assurance surveillance matters.

Contracting Officer Representative (COR) - An individual designated in writing by the Contracting Officer as an authorized representative responsible for technical administration of the project to assure proper government oversight of the Contractor's performance. The source and authority for a COR is the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

2.3. **DOCUMENTATION.** The COR will, in addition to providing documentation to the KO, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

2.4. **PERFORMANCE STANDARDS.**

Frequency: The COR will periodically evaluate performance according to the standards set forth in this contract. Frequency of evaluations may require adjustment based on Contractor performance.

Contractor shall provide (minimum (1) M4 and (1) 9mm Hand gun that is Fully functional weapon per person on duty)

2.5. **EVALUATION METHODS.**

1. **Service Level Monitoring:** The Contractor shall provide sufficient qualified personnel to provide armed security services for the installation, 24x7x365. Contractor should provide deliverables in a timely manner.
2. **Certification:** The Contractor shall provide the COR and KO all certificates, medical evaluations, and other required permits for all individuals.
3. **Inspections:** The COR shall conduct routine scheduled and unscheduled inspections to ensure the desired level of performance is being provided as stated herein.

2.6. **PROCEDURES FOR IDENTIFYING/CORRECTING DEFICIENCIES.** The evaluation and inspection procedures listed above along with the standard COR documentation listed at attachment E of this Document, will be used to identify contractor deficiencies in meeting the requirements of this contract.

The Government will provide the contractor written notice of each contract deficiency. The contractor will have ten days (10) to provide a written response which identifies the cause of the deficiency how the deficiency was corrected and an action plan to prevent similar future deficiencies.

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

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
Security Guards shall carry the arming authorization memorandum on their person while performing armed duties.	1.1.10	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
The Contractor shall provide all personnel with the required training and documentation necessary to attain arming authorization within 30 days of contract award or within 30 days of employee being hired.	1.1.16	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.
The Contractor shall enroll/register all employees and vehicles in the Synchronized Pre-deployment Operational Tracker (SPOT) system within seven (7) days of employment.	1.1.15	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.
The contractor shall maintain the SPOT database (i.e. enroll, deploy, redeploy and revoke LOAs within 7 days of any changes).	1.1.15	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.
The contractor shall maintain the SPOT database (i.e. enroll, deploy, redeploy and revoke LOAs/vehicles within 7 days of any changes).	1.1.15	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.
The contractor shall train all employees on each aspect of health, safety and security in accordance with the Government accepted training plan referenced at paragraph 1.4.3 to ensure all personnel receive initial and periodic training to maintain certification, proficiency and safety.	1.1.16	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.
The contractor shall submit accurate and complete arming authorization request packets for each employee required to be armed within 20 days from date of contract or date of employment.	1.1.17	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records.

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
The Contractor shall insure that duty personnel have all weapons (minimum of one (2) fully functional weapons per person on duty), ammunition, lockable storage container to secure weapons and ammunition, protective body armor, helmets, uniforms, necessary to perform facility protective services while in a duty status.	1.1.18	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The Contractor shall proactively maintain and replace all required equipment. The contracting officer representative (COR) has the authority to identify equipment as unserviceable.	1.1.18	Full (100%) compliance in all cases.	USG representative shall verify replacement of unserviceable equipment during on-site inspections.
Non-U.S. and Non – Standard weapons shall be requested IAW USCENCOM Policy Memo (dated 18 Jan 11), USFOR-A FRAGO 11-128 and clause 952.225-0001.	1.1.18	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall maintain an on-hand supply of ammunition appropriate to the local threat and rate of consumption.	1.1.19	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall implement a regular weapon maintenance program in accordance with Performance Work Statement (PWS).	1.1.20	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
The contractor shall provide the necessary resources, processes, and procedures to maintain positive control of all items that grant access or pose serious risk to Government resources in accordance with Performance Work Statement (PWS).	1.1.21	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall maintain a serialized weapons accountability list and maintain weapons accountability at all times.	1.1.22	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
Weapons and ammunition will be inventoried every shift change and reported to the CJIOC- Standard Operating Procedures.	1.1.23	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection
While on duty, all guards shall have a minimum basic unit load of 90 rounds of ammunition on their person for their assigned M-4 series rifle (5.56mm) and 45 rounds of pistol ammunition (9mm) Contractor shall provide (minimum (1) M4 and (1) 9mm Hand gun that is Fully functional weapon per person on duty)	1.1.23	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
Contractor shall proactively replace inoperable weapons and out dated/unserviceable ammunition. The COR has the authority to identify equipment and ammunition as unserviceable.	1.1.23	Full (100%) compliance in all cases.	USG representative shall verify replacement of unserviceable equipment during on-site inspections.

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
The contractor shall provide the required manning at designated ECPs in accordance with Performance Work Statement (PWS).	1.1.24	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall provide the required manning at designated PDPs in accordance with Performance Work Statement (PWS).	1.1.25	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall provide armed security guards to escort designated personnel and vehicles on the installation as required. Their duties shall be to monitor non-badged Local Nationals working on base construction, maintenance, repair, and housekeeping/grounds keeping projects.	1.1.26	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.
The contractor shall provide all deliverables in accordance with Section 2.8 (Contract Deliverables) of the Performance Work Statement.	2.8	Full (100%) compliance in all cases.	USG representative shall verify compliance through review of contractor documents/records in conjunction with an on-site visual inspection.

2.8. CONTRACT DELIVERABLES.

The Contractor shall provide all of the following documents during the course of the contract at the frequency noted in the table below:

Deliverable Number	PWS Para.	Item Description	Due Date	Government POC(s)
D001	1.1.8	Medical Screening Records	Within 20 days of employment, prior to biometric enrollment request / as requested by the Government	COR & KO

Deliverable Number	PWS Para.	Item Description	Due Date	Government POC(s)
D002	1.1.9	Global Unique Identification (GUID) Spreadsheet	After each Biometric enrollment	COR, KO & ACOD
D003	1.1.9	Acceptable Unique Contractor Identification Badge Scheme	Within 10 days of contract execution	COR & KO
D005	1.4.1	Contractor Vetting Plan	Within 10 days of contract award / Updates as required	COR & KO
D006	1.4.2	Certification of Suitable Candidates for Employment	Prior to submitting Arming Authorization Request Packets / per employee or group of employees	COR & KO
D007	1.4.3	Training Plan and Schedule	Within 10 days of contract award / Updates as required	COR & KO
D008	1.4.4	Arming Authorization Request Packets (AARP)	After employees are biometrically enrolled and within 20 days of employment / per employee or per group of employees	COR
D009	1.4.5	Weapons Inventory Report	At every shift change	COR & BDOC
D010	1.4.6	Duty Schedule	Initial and upon revision	COR
D011	1.4.7	Monthly Reports: 1. ACOD Arming Roster (AAR) 2. Monthly Census Report (MCR) 3. Monthly Payment Invoice (MPI)	NLT the 25 th of each month Reporting period shall cover the 26 th of the previous month to the 25 th of the current month.	COR and KO
D012	1.4.7	Serious Incident Report (SIR) and Kidnapping, Serious, Injury or Death	Upon occurrence	COR, KO & ACOD

Deliverable Number	PWS Para.	Item Description	Due Date	Government POC(s)
D013	1.4.8	Quality Control Plan	NLT 15 days after contract award	COR & KO
D014	1.4.9	NON – U.S. OR NON – STANDARD WEAPON SCORECARDS	NLT 10 days after contract award	COR & KO
D015	1.4.7	Annual Manpower Reporting	Annually	COR & KO

3. SECTION III – GOVERNMENT FURNISHED SERVICE. Clarifications to Government Furnished Services (C³ CLAUSE 952.225-0011 contained within this contract) are provided below:

3.1 GOVERNMENT FURNISHED SERVICES: The government will provide DFAC/Food, latrines, showers, power, septic, water, bottled water, infrastructure maintenance, office, and CAC cards. Contractors will be allowed MWR, PX and military postal service (APO) access. The government shall also provide 1 set of protective ballistic body armor and helmet per person.

3.2. GOVERNMENT FURNISHED BILLETING: The government will provide billeting either on the military post/compound, or in a government supplied safe house adjacent to the facility.

4. SECTION IV – GENERAL INFORMATION.

4.1.1. CONTRACTOR PERSONNEL. The selection, hiring, assignment of duties, reassignment of duties, transfer, supervision, management, control, and termination of Contractor employees in performance of this PWS shall be the responsibility and prerogative of the Contractor.

4.1.2. HUMAN RESOURCE MANAGEMENT. The contractor shall ensure human resources management is effective to accomplish the following outcomes:

1. Qualified candidates are identified, screened, placed, monitored, trained/retained to fulfill service requirements under this contract.
2. Ensure positions are filled with personnel possessing or exceeding appropriate levels of experience and expertise in accordance with the Labor Categories or as specified in individual task orders.
3. Validate personnel qualifications against the U.S. Government's minimum requirements including, but not limited to: education, experience, and ability to obtain required U.S. Government security clearances.
4. Maintain personnel qualifications without U.S. Government oversight, additional cost or intervention including, but not limited to: currency of licensure/certifications/credentials and renewal before expiration.
5. Effectively monitor satisfaction of personnel hired.

4.1.3. KEY PERSONNEL DESCRIPTION AND QUALIFICATION REQUIREMENTS.

Security Guard personnel shall man the SCIF continuously. Personnel will primarily be responsible for the guarding of the Entry control of the SCIF . Training will be provided on site by the US government. Security personnel shall possess the following qualifications:

- a. Shall be fluent in conversational English. Able to read and write in English.
- b. Shall be an Expatriate or NATO Expatriate and possess an active TOP SECRET clearance.
- c. Possess a Military/Police background (under honorable discharge/conditions) or have equivalent training.
- d. Must be qualified on primary weapon e.g. Calibers 9mm, 5.56mm, 7.62mm. Any special weapons qualifications will be defined by COR.

4.1.4. STANDARDS OF CONDUCT. The Contractor is responsible for maintaining order and discipline among its employees. Contractors shall perform all duties in a professional, courteous and safe manner. Contractors shall maintain their area of operation free from refuse and human waste. Contractors shall adhere to the compound policies and rules as well as the terms and conditions herein.

4.1.5. PROFESSIONAL APPEARANCE. All Security Guards shall maintain their personal uniforms, haircuts, and weapons in accordance with standards established by the Contractor and as accepted by the COR.

4.3.1. ARMED SECURITY GUARD (ASG). Perform internal guard services to include but not limited to, vehicle and personnel entry control points (ECP), perimeter towers, internal roving patrols and armed and unarmed escort guard services. Armed Guards shall possess the following qualifications:

- a. Minimum 25 years of age.
- b. Will be Citizen of the United States with a TOP SECRET SCI security clearance.
- c. Able to don all required protective gear.
- d. Guards shall vbe limited to work week of not more than 84 hours per week.
- e. Possess a Military/Police background or have equivalent training.
- f. Guards may be male or female.
- g. . Must be qualified on primary weapon e.g. Calibers 9mm, 5.56mm,7.62mm. Contractor personnel shall have the ability to become properly trained and qualified on any Non-Lethal Weapons (NLW) that is recommended by the coalition forces. Any special weapons qualifications will be defined by COR.
- h. Able to perform internal security guard services, at any potential internal security posting, for up to 12 hours, often in austere conditions to include extreme heat, cold, wind, dust, rain or snow.

4.4.2. ABSENTEE COVERAGE. Security Guards shall be available for duty during their prescribed shift. Any guard not present for duty will have a replacement within 1 hour of start of the prescribed shift schedule.

4.4.3. UNDERSTANDING OF RULES, POLICIES AND STANDARDS. All contractors shall comply with the current security policies and directives of the local leadership. This includes compliance with policies related to cell phones, personal computers, badging and entry procedures, traffic rules, communications, fire prevention, power/water usage, light discipline, etc. The Contractor shall brief all employees on compound rules and have each employee sign a memorandum of understanding. All communications devices brought onto the compound (cell phones, computers, two-way radios) must either be US-government property or properly registered with the COB-H Security Manager.

4.4.4. RELIEF AND REMOVAL OF CONTRACTORS. The Installation Commander and COR have the authority to relieve and/or permanently remove Contractors for any acts that put at risk the life, safety or health of installation tenants. Contractors permanently “barred from post” will no longer be permitted entry into the installation to include the installation perimeter. All issues of Contractor dismissal or removal shall be reported to the KO within 48 hours of occurrence.

4.4.5. REPLACEMENT OF RELIEVED PERSONNEL. The contractor shall replace relieved Contractor personnel within 48 hours of formal notification that Contractor personnel are “barred from post”.

TABLE OF ATTACHMENTS

- a. ACRONYMS
- b. DEFINITIONS
- c. DD254, DoD Contract Security Classification Specification

d. APPLICABLE DOCUMENTS

1. DEPARTMENT OF DEFENSE INSTRUCTION – NUMBER 3020.41(DODI 3020.41): CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY THE U.S. ARMED FORCES
2. DEPARTMENT OF DEFENSE INSTRUCTION – NUMBER 3020.50(DODI 3020.50): PRIVATE SECURITY CONTRACTORS (PSCs) OPERATING IN CONTINGENCY OPERATIONS
3. USCENTCOM POLICY AND DELEGATION OF AUTHORITY FOR PERSONAL PROTECTION AND CONTRACT SECURITY SERVICE ARMING OF DOD CIVILIAN PERSONNEL AND CONTRACTORS FOR IRAQ AND AFGHANISTAN
4. USCENTCOM FRAGO 09-1451 MOD 2, CONTRACTOR THEATER ENTRANCE REQUIREMENTS
5. USFOR-A DELEGATION OF AUTHORITY
6. USFOR-A FRAGO 11-128, POLICY FOR ARMING DEPARTMENT OF DEFENSE (DOD) CONTRACTORS AND CIVILIANS OPERATING IN THE COMBINED JOINT OPERATIONS AREA – AFGHANISTAN (CJOA-A)
7. MOD TEN TO USCENTCOM INDIVIDUAL PROTECTION AND INDIVIDUAL/UNIT DEPLOYMENT POLICY
8. MEDICAL SCREENING REQUIREMENTS AND PROCEDURES FOR LOCAL NATIONAL EMPLOYEES
9. PRIVATE SECURITY CONTRACTOR (PSC) INTERNATIONAL CODE OF CONDUCT
10. ARMED CONTRACTOR OVERSIGHT DIRECTORATE (ACOD) CIVILIAN ARMING REQUEST TRAINING
11. SYNCHRONIZED PREDEPLOYMENT & OPERATIONAL TRACKER (SPOT) CONTRACTOR COMPANY TRAINING WORKBOOK

e. TEMPLATES

1. ACOD ARMING ROSTER (AAR; Monthly)
2. MONTHLY CENSUS REPORT (MCR; Monthly)
3. MONTHLY PAYMENT INVOICE (MPI; Monthly)
4. SERIOUS INCIDENT REPORT (SIR, upon occurrence)
5. ARMED CONTRACTOR EMPLOYEE WORKSHEET VERSION 5.0 (NEW CONTRACT AWARDS)
6. PSC ARMING AUTHORIZATION CHECKLIST
7. RULES FOR THE USE OF FORCE AND LAW OF ARMED CONFLICT TRAINING (22 AUG 10)
8. PISTOL SCORECARD (DA FORM 5704-R)
9. RIFLE SCORECARD (DA FORM 5790-R)
10. DOD CONTRACTOR ACKNOWLEDGEMENT OF TRAINING RESPONSIBILITIES AND LIABILITY
11. QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION
12. COMMAND ENDORSEMENT AND REQUEST FOR ARMING

f. STANDARD CONTRACTING OFFICER DOCUMENTATION

1. FORM 1: CONTRACT GUARD INSPECTION FORM
2. FORM 2: REPORT OF TRAINING COMPLETION FORM
3. FORM 3: REQUEST FOR WAIVER OF TRAINING FORM
4. FORM 4: SECURITY EVALUATION FORM
5. FORM 5: ASG ACCOUNTABILITY FORM

g. SUGGESTED MANNING TABLE**h. SECURITY COMMON TASKS**

1. PERFORM DUTY AS A GUARD
2. CONTROL ENTRY TO AND EXIT FROM A RESTRICTED AREA
3. GUARD DETAINEES
4. REPORT INFORMATION OF POTENTIAL INTELLIGENCE VALUE
5. IMPLEMENT OPERATIONS SECURITY MEASURES
6. SEARCH A VEHICLE
7. SEARCH A VEHICLE FOR EXPLOSIVE DEVICES OR PROHIBITED ITEMS
8. CONTROL ACCESS TO A MILITARY PEDESTRIAN GAGE
9. SEARCH A DETAINEE
10. CONDUCT A PRESENCE PATROL
11. OPERATE ASSIGNED WEAPON

ATTACHMENT A – ACRONYMS

ACOD:	Armed Contractor Oversight Directorate
ANA:	Afghan National Army
ANP:	Afghan National Police
AOR:	Area of Responsibility
AAR:	ACOD Arming Roster
AR:	Army Regulation
PSC:	Private Security Contractor
BAF:	Bagram Airfield
BATS:	Biometric Automated Toolset
BDOC:	Base Defense Operations Centers
CAC:	Common Access Card
CDR:	Contract Discrepancy Report
CENTCOM:	Central Command
CONUS:	Continental United States
COP:	Combat Outpost
COR:	Contracting Officer Representative
CRC:	CONUS Replacement Center, Fort Benning, Georgia, United States
DCMA:	Defense Contracting Management Agency
DOD:	Department of Defense
ECP:	Entry Control Point
FAR:	Federal Acquisition Regulation
FBI:	Federal Bureau of Investigations
FOB:	Forward Operating Base
FVEY EXPAT:	Citizen of the United States, United Kingdom, Australia, New Zealand, or Canada

GPS:	Global Positioning System
HAZMAT:	Hazardous Material
HIIDE:	Handheld Interagency Identity Detection Equipment
IAW:	In Accordance With
ISAF:	International Security Assistance Force
JCC-I/A:	Joint Contracting Command-Iraq/Afghanistan
KAF:	Kandahar Airfield
LN:	Local National
LOAC:	Law of Armed Conflict
mm:	millimeter
MEDEVAC:	Medical Evacuation
MOI:	Ministry of Interior
MPI:	Monthly Payment Invoice
NATO:	North Atlantic Treaty Organization
NBC:	Nuclear/Biological/Chemical
OP:	Observation Post
PDP:	Perimeter Defensive Position
POE:	Point of Entry
PRT:	Provincial Reconstruction Team
PSC:	Private Security Contractor
PWS:	Performance Work Statement
QASP:	Quality Assurance Plan
R&R:	Rest and Relaxation
ROE:	Rules of Engagement
RUF:	Rules for the Use of Force
SOP:	Standard Operating Procedure
SOW:	Statement of Work
SPOT:	Synchronized Pre-deployment and Operational Tracker
TCN:	Third Country National
USFOR-A:	United States Forces – Afghanistan

ATTACHMENT B – DEFINITIONS

Operational Site:	Forward Operating Base (FOB), Combat Outpost (COP), Airfield, Camp, Provincial Reconstruction Team and other unspecified installations
Expatriate:	Citizen of the United States
NATO Expatriate:	Citizen of Albania, Belgium, Bulgaria, Canada, Croatia, Czech Rep, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Turkey, United Kingdom.
Local National:	Indigenous citizen of Afghanistan
Third Country National:	Citizens of countries other than the United States, United Kingdom, Australia or Afghanistan
Reportable Event:	Reportable events are defined as each time the Contractor guard force engaged or thwarted activities hostile to the Site breach of security or procedures occurred.

Hostile Personnel:	Hostile personnel are all people that commit, threaten to commit, or support hostile acts against U.S. Forces, Coalition Forces, and Contract personnel.
Contractor:	Contractor and its subcontractors at any tier.
Deadly Force:	That force which is intended or is likely to cause death or a grave injury that may result in death.
Emergency Medical Care:	Immediate medical care required to sustain life while acute medical care addresses urgent care that requires medical assistance.
Rules for the Use of Force (RUF):	Term used for non-Military entities when an accelerated show of force against possible enemy action or imminent threat is used.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**
(The requirements of the DoD Industrial Security Manual apply
to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD)
	b. REVISED (Supersedes all previous specs)	REVISION NO. DATE (YYYYMMDD)
	c. FINAL (Complete Item 5 in all cases)	DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?☐ YES☒ NO

If Yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?☐ YES☒ NO

If Yes, complete the following:

In response to the contractor's request dated , retention of the classified material is authorized for the period of

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
		Kabul Base Cluster Camp Phoenix, Afghanistan APO AE 09320

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The contractor shall provide non-personal services to include all personnel, labor, equipment, tools, transportation and materials necessary to perform Security Guard support at .CJIOC-A, HQ-ISAF, Afghanistan.

10. CONTRACTOR WILL REQUIRE ACCESS TO:

YES NO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

YES NO

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

Kabul Base Cluster
Camp Phoenix, Afghanistan
APO AE 09320

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

--FOUO information provided under this contract shall be safeguarded as specified Executive Order 13526

--Security clearance requirements of subject/company will depend on classification requirements of contract; however, subject must have, at a minimum, a top secret clearance. Company must also have a minimum FCL of Top Secret.

--Daily operations and mission are not to be discussed outside of the work area, disclosed to unauthorized personnel, and strictly prohibited for public release.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (*Include Area Code*)

d. ADDRESS (*Include Zip Code*)

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☐

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

e. SIGNATURE