

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. W91B4K-08-C-0336	3. AWARD/EFFECTIVE DATE 1 July 2008	4. ORDER NO.	1. REQUISITION NO. Bayonet 1354	PAGE 1 of 7
7. FOR SOLICITATION INFORMATION CALL			5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
9. ISSUED BY Regional Contracting Center FOB Fenty Air Field Jalalabad AFGHANISTAN APO AE 09310			8. TELEPHONE NO. (For collect calls)	8. OFFER DUE DATE/LOCAL TIME

10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (S/A)	11. DELIVERY FOR CAMP DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30
SIC SIZE STD.	13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	15. RATING	

15. DELIVER TO FOB Fenty, Afghanistan	16. ADMINISTERED BY Same as Block 9
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17a. CONTRACTOR OFFEROR Salman Safi Construction Company Jalalabad	18a. PAYMENT WILL BE MADE BY FOB Fenty Finance
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA 21 8 2020.0000 8A-2084 P135197.00000 233Z 833JDB JAF8J3JDB01354 3JDB83 S09076	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$102,400.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 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 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. SIGNATURE OF CONTRACTING OFFICER
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME AND TITLE OF CONTRACTING OFFICER
30c. DATE SIGNED	31c. DATE SIGNED

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	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
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36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
41a. RECEIVED BY (Print)	42a. RECEIVED AT (Location)	43. DATE RECEIVED (MM/DD/YY)
41b. RECEIVED BY (Signature)	42b. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41c. RECEIVED BY (Signature)	42c. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41d. RECEIVED BY (Signature)	42d. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41e. RECEIVED BY (Signature)	42e. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41f. RECEIVED BY (Signature)	42f. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41g. RECEIVED BY (Signature)	42g. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41h. RECEIVED BY (Signature)	42h. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41i. RECEIVED BY (Signature)	42i. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41j. RECEIVED BY (Signature)	42j. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41k. RECEIVED BY (Signature)	42k. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41l. RECEIVED BY (Signature)	42l. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41m. RECEIVED BY (Signature)	42m. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41n. RECEIVED BY (Signature)	42n. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41o. RECEIVED BY (Signature)	42o. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41p. RECEIVED BY (Signature)	42p. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41q. RECEIVED BY (Signature)	42q. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41r. RECEIVED BY (Signature)	42r. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41s. RECEIVED BY (Signature)	42s. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41t. RECEIVED BY (Signature)	42t. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41u. RECEIVED BY (Signature)	42u. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41v. RECEIVED BY (Signature)	42v. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41w. RECEIVED BY (Signature)	42w. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41x. RECEIVED BY (Signature)	42x. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41y. RECEIVED BY (Signature)	42y. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)
41z. RECEIVED BY (Signature)	42z. RECEIVED AT (Signature)	44. DATE RECEIVED (MM/DD/YY)

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL

STANDARD FORM 1449 (10-95)

Enclosure (77) PAGE 1 OF 51

Section SF 1449 - CONTINUATION SHEET
MHE Service Camp Wanat

Base Period		Period of Performance 1 Jul 2008 – 25 Dec 2008			
0001	No 1 – 2500 Gallon Water Distributor with Operator. IAW SOW.	6	Weeks	\$ 400.00	\$2,400.00
0002	No 2 – One D7 Dozers with Operator.s IAW SOW.	6	Weeks	\$2,250.00	\$13,500.00
0003	No 3 – One Motor Graders with Operators. IAW SOW.	6	Weeks	\$2,250.00	\$13,500.00
0004	No 4 – One Vibratory Roller with Operators. IAW SOW.	6	Weeks	\$2,250.00	\$13,500.00
0005	No 5 – Two 950G Front End Loaders with Operators. IAW SOW.	6	Weeks	\$2,250.00	\$13,500.00
006	No 6 – One 25 Ton Crane with Operator. IAW SOW.	10	Weeks	\$600.00	\$6,000.00
007	No 7 – One HYEX with Operator. IAW SOW.	14	Weeks	\$1,250.00	\$17,500.00
0008	No 8 – One 950G Front End Loader with Operator. IAW SOW.	18	Weeks	\$1,250.00	\$22,500.00
Total Project Price					\$102,400.00

INSPECTION AND ACCEPTANCE TERMS

Supplies and services will be accepted at Destination by the Government for all CLINs.

CONTRACT ADMINISTRATION DATA

DESIGNATION OF GOVERNMENT INSPECTOR

A representative from each location will be designated as the Contracting Officer Representative (COR) for the purpose of technical surveillance and inspection of work being performed under this contract. This designation in no way authorizes anyone other than the contracting officer to commit the Government to changes in the terms of the contract.

INVOICES

Invoices will be paid by the Finance Office in Bagram. The method of payment will be Electronic Funds Transfer. Invoices shall include the following information, IAW FAR 52.213-2:

1. Contract Number
2. Invoice Number
3. Invoice Period, i.e., 1-15 Oct 05
4. Amount Due
5. Contractors Name/Business
6. CLINS used for invoice, i.e., \$4,500.00 for CLIN #1, \$4,700.00 for CLIN #2, etc
7. Email Address
8. Business Mobile Number

RECEIVING REPORTS (DD 250)

To ensure timely payment to the Contractor, receiving reports MUST be processed by the coordinator within five (5) calendar days upon completion of services or receipt of supplies, whichever is applicable.

LIMITS OF AUTHORITY CONTRACTING OFFICER

Only the contracting officer is authorized to make changes to the terms and conditions of the contract.

CLAUSES INCORPORATED BY REFERENCE

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Jun 1998)
2. As prescribed in 52.107(b), insert the following clause: 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 them full text available. Also, the full text of a clause may be accessed electronically at this internet address: Regulations URLs: <http://farsite.hill.af.mil>
3. 52.203-5 COVENANT AGAINST CONTINGENCY FEES (Apr 1984)
4. 52.203-7 ANTI-KICKBACK PROCEDURES (Jul 1995)
5. 52.203-8 CANCELLATION, RECISSION OR RECOVERY OF FUNDS (Jan 1997)
6. 52.203-10 PRICE/FEE ADJUSTMENT FOR ILLEGAL ACTIVITY (Jan 1997)
7. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)
8. 52.204-4 PRINTED OR DOUBLE-SIDED ON RECYLCED PAPER (Aug 2000)
9. 52.209-1 QUALIFICATION REQUIREMENTS (Feb 1995)
10. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR OTHER RESPONSIBILITY MATTERS (Sep 2006)
11. 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (Oct 1997)
12. 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (Feb 2000)
13. 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Apr 1984)

14. 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (June 2003)
15. 52.232-1 PAYMENTS (Apr 1984)
16. 52.232-17 INTEREST (Jun 1996)
17. 52.232-23 ASSIGNMENT OF CLAIMS (Jan 1986)
18. 52.232-23 ASSIGNMENT OF CLAIMS – ALTERNATE I (Apr 1984)
19. 52.232-25 PROMPT PAYMENT (Oct 2003)
20. 52.233-1 DISPUTES (Jul 2002)
21. 52.242-13 BANKRUPTCY (Jul 1995)
22. 52.243-1 CHANGES—FIXED PRICE ALT 1 (Apr 1984)
23. 52.246-4 INSPECTION OF SERVICES FIXED-PRICE (Aug 1996)
24. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (May 2004)
25. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Apr 1984)
26. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)
27. For the purposes of this clause the blank(s) is/are completed as follows:
28. (b) Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)
29. 52.253-1 COMPUTER GENERATED FORMS (Jan 1991)
30. 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (Dec 1991)
31. 252.203-7001 PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FUNCTIONS
32. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Dec 2006)
33. 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Jun 1997)
34. 252.225.7005 IDENTIFICATION OF EXPENDITURES IN THE U.S. (Jun 2005)
35. 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Jun 2006)
36. 252.225-7041 CORRESPONDENCE IN ENGLISH (Jun 1997)
37. 252.225-7042 AUTHORIZATION TO PERFORM (Apr 2003)
38. 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Mar 2006)
39. 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)
40. 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Dec 2006)
41. 252.233-7001 CHOICE OF LAW (OVERSEAS) (Jun 1997)
42. 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Dec 1991)

CLAUSES INCORPORATED BY FULL TEXT

1. 52.212-5 –CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2008)

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

(2) 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:

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

X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(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)

2. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(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.

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.

(19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(End of clause)

3. 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 14 days of contract expiration.

4. 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 54 months.

5. 252.225-7040 DFARS DEVIATION 2007-O0010: CONTRACTOR PERSONNEL IN U.S. CENTRAL COMMAND AREA OF RESPONSIBILITY.

This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds \$25,000, requires performance in CENTCOM AOR, and does not incorporate DFARS 252.225-7040.

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

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

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

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

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

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

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

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

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

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

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial

jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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

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

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

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

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

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

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

- (i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.
- (ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

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

(C) Enter the AKO sponsor username; and

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

(iii) *Registration in SPOT.*

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

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

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

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at (b)(2) or SPOT@technisource.com.

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

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

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

SPECIAL CONTRACT REQUIREMENTS

CONTRACTOR RESPONSIBILITY

Contractors operating on base will be responsible for briefing and ensuring they adhere to the traffic rules and regulations. Speed limits are posted. Individuals are to obey all entry procedures. Contractor will comply with all instructions given by Security Forces personnel at entry control points (gates).

COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

QUARTERLY CONTRACTOR CENSUS REPORTING. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to (b)(2)High ds@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

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

FITNESS FOR DUTY AND LIMITS ON MEDICAL / DENTAL CARE IN IRAQ AND AFGHANISTAN

When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment

facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

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

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

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

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

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

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

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

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work	5	18 Jun 08
Attachment 2	Quality Assurance Surveillance Plan	4	30 Jun 08

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NO: **Bayonet 1669** PAGE: **1 of 7**
 2 CONTRACT NO: **W91B4K-08-C-0443** 3 AWARD/EFFECTIVE DATE: **11 July 2008** 4 ORDER NO:
 5 SOLICITATION NO. 6 SOLICITATION/ISSUE DATE
 7 FOR SOLICITATION INFORMATION CALL
 9 ISSUED BY: **Regional Contracting Center
 FOB Fenty Air Field
 Jalalabad AFGHANISTAN
 APO AE 09310**

10 THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE % FOR:
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
 11 DELIVERY FOR CAMP DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12 DISCOUNT TERMS: **Net 30**
 13a THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 760)
 13b RATING
 14 METHOD OF SOLICITATION:
 RFP IFB RFP
 CODE:

15 DELIVER TO: **Camp Wanat, Afghanistan**
 CODE:
 16 ADMINISTERED BY: **Same as Block 9**

17a CONTRACTOR/OFFEROR: **Kardan Construction Company
 Asadabad, Kunar
 Email: kardan.construction@gmail.com**
 CODE: **F02000**
 18a PAYMENT WILL BE MADE BY: **FOB Fenty Finance**
 CODE: **F02000**

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: **21 8 2020.0000 8A-2084 P135197.00000 3230 833JDB JAF8J3JDB01360 3JDB83 S09076**
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$22,500.00**

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.213-1, 52.212-4, FAR 52.213-J AND 52.212-7 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 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 OF THIS SOLICITATION. AWARD OF CONTRACT 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: **(b)(3),(b)(6)**
 30b. DATE SIGNED: **11-07-08**
 30c. SIGNATURE OF CONTRACTING OFFICER: **(b)(3),(b)(6)**
 30d. DATE SIGNED: **11 Jul 08**

RECEIVED INSPECTED ACCEPTED AND CONFIRM TO THE CONTRACT, EXCEPT AS NOTED
 33. SHIP NUMBER: PARTIAL FINAL
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE
 32c. DATE
 36. PAYMENT: COMPLETE PARTIAL FINAL
 37. CHECK NUMBER
 38. S/R ACCOUNT NO. 39. S/R VOUCHER NO.
 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 42a. RECEIVED BY (Print)
 42b. RECEIVED AT (Location)
 42c. DATE REC'D (MM/DD/YY) 42d. TOTAL CONTAINERS

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE

Section SF 1449 - CONTINUATION SHEET
Gravel Laying Service at Camp Wanat

Item No.	Description of Supply	Qty	Unit	Unit Price	Total Price
0001	Provide for Fill/Earth Service at Camp Wanat. IAW SOW. (Period of Performance Work shall be accomplished Not Later Than 28 Jul 08)	1	JB	\$22,500.00	\$22,500.00
Total Project Price					\$22,500.00

INSPECTION AND ACCEPTANCE TERMS

Supplies and services will be accepted at Destination by the Government for all CLINs.

CONTRACT ADMINISTRATION DATA

DESIGNATION OF GOVERNMENT INSPECTOR

A representative from each location will be designated as the Contracting Officer Representative (COR) for the purpose of technical surveillance and inspection of work being performed under this contract. This designation in no way authorizes anyone other than the contracting officer to commit the Government to changes in the terms of the contract.

INVOICES

Invoices will be paid by the Finance Office in Bagram. The method of payment will be Electronic Funds Transfer. Invoices shall include the following information, IAW FAR 52.213-2:

1. Contract Number
2. Invoice Number
3. Invoice Period, i.e., 1-15 Oct 05
4. Amount Due
5. Contractors Name/Business
6. CLINs used for invoice, i.e., \$4,500.00 for CLIN #1, \$4,700.00 for CLIN #2, etc
7. Email Address
8. Business Mobile Number

RECEIVING REPORTS (DD 250)

To ensure timely payment to the Contractor, receiving reports MUST be processed by the coordinator within five (5) calendar days upon completion of services or receipt of supplies, whichever is applicable.

LIMITS OF AUTHORITY CONTRACTING OFFICER

Only the contracting officer is authorized to make changes to the terms and conditions of the contract.

CLAUSES INCORPORATED BY REFERENCE

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Jun 1998)
2. As prescribed in 52.107(b), insert the following clause: 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 them full text available. Also, the full text of a clause may be accessed electronically at this internet address: Regulations URLs: <http://farsite.hill.af.mil>
3. 52.203-5 COVENANT AGAINST CONTINGENCY FEES (Apr 1984)
4. 52.203-7 ANTI-KICKBACK PROCEDURES (Jul 1995)
5. 52.203-8 CANCELLATION, RECISSION OR RECOVERY OF FUNDS (Jan 1997)
6. 52.203-10 PRICE/FEE ADJUSTMENT FOR ILLEGAL ACTIVITY (Jan 1997)
7. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)
8. 52.204-4 PRINTED OR DOUBLE-SIDED ON RECYCLED PAPER (Aug 2000)
9. 52.209-1 QUALIFICATION REQUIREMENTS (Feb 1995)
10. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR OTHER RESPONSIBILITY MATTERS (Sep 2006)
11. 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (Feb 2000)
12. 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Apr 1984)
13. 52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (June 2003)
14. 52.232-1 PAYMENTS (Apr 1984)
15. 52.232-17 INTEREST (Jun 1996)
16. 52.232-23 ASSIGNMENT OF CLAIMS (Jan 1986)
17. 52.232-23 ASSIGNMENT OF CLAIMS - ALTERNATE I (Apr 1984)
18. 52.232-25 PROMPT PAYMENT (Oct 2003)
19. 52.233-1 DISPUTES (Jul 2002)
20. 52.242-13 BANKRUPTCY (Jul 1995)
21. 52.243-1 CHANGES—FIXED PRICE ALT 1 (Apr 1984)
22. 52.246-4 INSPECTION OF SERVICES FIXED-PRICE (Aug 1996)
23. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (May 2004)
24. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Apr 1984)
25. 52.252-8 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)
26. For the purposes of this clause the blank(s) is/are completed as follows:

27. (b) Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)
28. 52.253-1 COMPUTER GENERATED FORMS (Jan 1991)
29. 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (Dec 1991)
30. 252.203-7001 PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FUNCTIONS
31. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Dec 2006)
32. 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Jun 1997)
33. 252.225.7005 IDENTIFICATION OF EXPENDITURES IN THE U.S. (Jun 2005)
34. 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Jun 2006)
35. 252.225-7041 CORRESPONDENCE IN ENGLISH (Jun 1997)
36. 252.225-7042 AUTHORIZATION TO PERFORM (Apr 2003)
37. 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS
38. OUTSIDE THE UNITED STATES (Mar 2006)
39. 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)
40. 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Dec 2006)
41. 252.233-7001 CHOICE OF LAW (OVERSEAS) (Jun 1997)
42. 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Dec 1991)

CLAUSES INCORPORATED BY FULL TEXT

1. 52.212-5 --CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2008)
 - (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 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:
 - (1) 52.203-8, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 - (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
 - (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (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)
2. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)
 - (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.
 - 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.
 - (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 (End of clause)
3. 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 14 days of contract expiration.

4. 62.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)
- 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.
 - If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

5. 252.225-7040 DFARS DEVIATION 2007-00010: CONTRACTOR PERSONNEL IN U.S. CENTRAL COMMAND AREA OF RESPONSIBILITY.

This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds \$25,000, requires performance in CENTCOM AOR, and does not incorporate DFARS 252.225-7040. CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-00010)

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

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

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

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

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

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

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

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

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

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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

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

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

(1) Process through the departure center designated in the contract or

complete another process as directed by the Contracting Officer;

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

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

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S.

legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

Personnel hired under contracts for which the period of performance is less than 30 days; and

Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

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

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

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

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guest account;

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

(C) Enter the AKO sponsor username; and

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

(iii) Registration in SPOT.

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

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

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

(v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at High@technisource.com. (b)(2)High x

(b)(2)High@technisource.com.

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

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

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

SPECIAL CONTRACT REQUIREMENTS**CONTRACTOR RESPONSIBILITY**

Contractors operating on base will be responsible for briefing and ensuring they adhere to the traffic rules and regulations. Speed limits are posted. Individuals are to obey all entry procedures. Contractor will comply with all instructions given by Security Forces personnel at entry control points (gates).

COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

QUARTERLY CONTRACTOR CENSUS REPORTING. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to (b)(2)High @swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

1. The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
2. The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
3. The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
4. The company names and contact information of its subcontractors at all tiers; and
5. The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-00004 or DFAR DOD class deviation 2007-00010.

FITNESS FOR DUTY AND LIMITS ON MEDICAL / DENTAL CARE IN IRAQ AND AFGHANISTAN

When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):
The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 8000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

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

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

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

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS
All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport

or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractors are also required to comply with the following provisions:

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

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

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

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work	4	2 Jul 08

**Statement of Work (SOW)
Fill/Earth Delivery Service
New COP Wanat
02 JUL 2008**

1. REQUIREMENT: New COP Wanat requires HESCOs to be filled with offsite earth.
2. PROPONENT:
 - a. Organization: Chosen Company, Task Force Rock
 - b. Location: COP Wanat, Afghanistan
 - c. Supervisor: 1LT (b)(3),(b)(6),Papa
3. BACKGROUND: New COP Wanat requires 1500 m3 of fill. COP Wanat needs fill for both site preparation and HESCO filling.
4. GENERAL REQUIREMENTS: C/2-503 IN requires a contractor to deliver 1500 m3 of earth and fill for HESCOs.
5. SPECIFIC TASK DESCRIPTION:
 - a. TASK 1: The contractor shall provide all equipment, personnel, and material required to complete the project.

STANDARD: The contractor shall provide the following

Crushed Rock: The contractor shall provide offsite earth to fill HESCOs (1500 m3).

Fuel: The contractor is responsible for providing his own fuel for all equipment used during this project. The government is not responsible for providing any fuel.

Equipment: The contractor will provide all equipment required to complete the project. At a minimum this includes:

Transportation: All vehicles required to transport labor, material, and equipment to the work sites.

Rolling: All equipment required to roll the ground to the appropriate density, compactness, and smoothness. (Note: The Government will provide for one vibratory roller)

Spreading: Any appropriate hand tools (e.g. shovels, rakes) to move and spread the crushed rock. If necessary, the contractor will provide a machine to assist the laborers to complete the project in a timely manner.

Other: The contractor shall furnish all equipment not included in the SOW, but required to complete the job in a timely manner.

Personnel:

Vehicle and Equipment Operators: The contractor shall produce a fully licensed, qualified, appropriate, and capable operator for each piece of equipment he uses.

Labor: The contractor shall provide sufficient labor to complete the project in a timely manner. These laborers shall perform such various duties as spreading gravel; unloading trucks, etc... recommended ten laborers.

Supervision: The contractor shall provide a foreman to oversee the project. He is in control of all aspects of the project on the ground. He should have experience and knowledge in laying gravel. He must either speak English or the contractor will provide an interpreter for him.

Maintenance: It is the contractor's responsibility to ensure the good working order of all vehicles he provides. If a vehicle is broken, the contractor must provide a new one, or fix it in a timely manner as determined by the contracting officer representative.

- c. **TASK 2:** The contractor shall maintain his equipment.

STANDARD: All equipment shall be operable and well maintained. The contractor shall perform daily maintenance on all equipment.

6. **PERIOD OF PERFORMANCE:** The contractor shall commence within 5 days of contract award. The contractor shall complete the project within 10 days of commencing the project.

7. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The COR for this contract is 1LT
(b)(3),(b)(6),Papa

8. **TRAVEL:** Contractor is responsible for all of his own travel.

9. **PLACE OF DUTY:** The service will be located on COP Wanat.

10. **GOVERNMENT FURNISHED MATERIAL (GRM) AND GOVERNMENT FURNISHED EQUIPMENT (GFE):** one vibratory roller.

11. **WORK HOURS:** Work shall be daily. Work hours shall be from 0800 to 1700 local time as a minimum (the Contractor may be required to work extended and or adjusted hours to ensure completion of the project if the COR believes that the contract will not be completed within the period of performance). Contractor personnel will be allowed a lunch/prayer break from 1200 to 1300 local time.

12. **DELIVERABLES:**

The contractor shall report to the worksite daily and check in with the COR.

13. **LIFE SUPPORT:**

- a. **Billeting:** N/A
- b. **Dinning Facilities and Water:** The contractor provides all of his own food and water.
- c. **Laundry Service:** N/A
- d. **Post/Base Exchange:** N/A
- e. **Financial Support:** The government shall pay the contractor approximately once a month.
- f. **Morale, Welfare, and Recreation (MWR) Facilities:** N/A
- g. **Medical / Dental Care:** Emergency medical care will be provided for any emergencies that occur while the contractor is on the job.
- h. **Remains Processing:** N/A
- i. **Uniforms and Weapons:** The contractor will not wear any military / paramilitary uniforms, nor carry any weapons.

14. **SECURITY CLEARANCES:** Contractor employees shall be thoroughly screened and vetted by the Tactical HUMINT Team or other appropriate agency. If they are cleared to work for the government, they shall be issued appropriate identification cards that shall be maintained by the local unit.

Attachment #1

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Fill/Earth Delivery Services for Camp Wanat

2 Jul 08

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15. **REPLACEMENT PERSONNEL:** If at any time during the period of performance, contractor personnel are not able to continue work through no fault or direction of the government, the contractor shall replace them within forty-eight hours at no additional cost to the government.

16. **CELL PHONES/PERSONAL COMPUTERS:** N/A

17. **CONTRACTOR STANDARDS OF CONDUCT:** No local national worker shall at any time: enter the living or work area of US Soldiers, commit a hostile, seditious, or espionage act against the US, steal from the US government or Soldiers, endanger the lives of US Soldiers with dangerous work practices, or other similar actions.

18. **PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS:** All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- a. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- b. 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.
- c. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- d. 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.
- e. 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.
- f. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct

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Fill/Earth Delivery Services for Camp Wanat

2 Jul 08

Page 3 of 4

random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION #	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 21 Jun 08	PAGES 1 of 12	
IMPORTANT - The 'offer' section on the reverse must be fully completed by the offeror.					
4. CONTRACT NUMBER W91B4K-08-C-0330	5. REQUISITION NUMBER JAF8J3JDB01355		6. PROJECT NUMBER/TITLE STONE AND MORTAR WALL (WANAT)		
7. ISSUED BY: MSGT (b)(3),(b)(6) Babyface Regional Command-East Regional Contracting Center FOB Fenty, Afghanistan APO AE 09354		8. ADDRESS OFFER TO: MSGT (b)(3),(b)(6) Babyface Regional Command-East Regional Contracting Center FOB Fenty, Afghanistan APO AE 09354			
9. FOR INFORMATION CALL: <input type="checkbox"/> Babyface	A. NAME Contracting Officer: MSg (b)(3),(b)(6) Babyface E-mail: (b)(3),(b)(6)@afghan.swa.army.mil		B. TELEPHONE NO: DSN (b)(2)		
SOLICITATION					
NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (<i>Title, identifying no., date</i>) See Section B					
TABLE OF CONTENTS					
Part I - The Schedule		Part II - Contract Clauses			
*	A	Standard Form - 1442	*	I	Contract Clauses
*	B	Price Schedule	Part III - List of Documents, Exhibits and Other Attachments		
*	C	Description/Specifications	*	J	List of Attachments
*	D	Packaging and Marking	Part IV - Representations and Instructions		
*	E	Inspection and Acceptance	**	K	Representations, Certifications and Other Statements of Offerors
*	F	Deliveries or Performance	**	L	Instructions, Conditions and Notices to Offerors
*	G	Contract Administration Data	**	M	Evaluation Factors for Award
*	H	Special Contract Requirements			
* Section is included in both the solicitation and contract ** Section is included in the solicitation only					
11. The Contractor shall begin performance within <u>10</u> calendar days & complete it within <u>40 calendar days</u> after receiving <input type="checkbox"/> Award, <input checked="" type="checkbox"/> Notice to proceed. This performance is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See FAR 52.211-10)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If 'YES,' indicate within how many days after award in item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			12B. CALENDAR DAYS		
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Offers in original are required at the place specified in item 8 by N/A. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) NADER SHAHAB CONSTRUCTION CO. <u>mnader_safi2000@yahoo.com</u>					15. TELEPHONE NO. 0799340241				
CODE					16. REMITTANCE				
FACILITY CODE									
AMOUNTS <input type="checkbox"/> \$89,182.50									
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA 21 8 2020.0000 8A-2084 P135197.00000 3230 833JDB JAF8J3JDB01355 3JDB83 S09076				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 7 ABOVE				<input type="checkbox"/>	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 USC 2304(x) <input type="checkbox"/> 41 USC 253(x)			
26. ADMINISTERED BY CODE				27. PAYMENT WILL BE MADE BY					
Regional Command-East Regional Contracting Center FOB Fenty, Afghanistan APO AE 09354				FENTY FINANCE OFFICE					
CONTRACTING OFFICE WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all work requisitions identified on this form & any continuation sheets for the consideration stated in this contract. The rights & obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitations, & (c) the clauses, representations, certifications, & specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer and (b) this contract award No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
					(b)(3),(b)(6) MSgt, USAF Babyface				
30B. SIGNATURE			30C. DATE		31B.			31C. AWARD	
Babyface					(b)(3),(b)(6)			21 JUN 08	

SECTION B - SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$ 89,182.50	\$ 89,182.50
	<p>Provide all labor, equipment, material and transportation to construct a Stone Wall on COP WANAT. Work must be completed in accordance with the attached Statement of Work & Drawings. Firm Fixed Price PURCHASE REQUEST & COMMITMENT: JAF8J3JDB01355 SIGNAL CODE: A</p>				

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

C-1 SPECIFICATIONS, STANDARDS AND DRAWINGS (IAW FAR 11.201)

The contractor shall furnish the services and supplies set forth in Section B in accordance with the specifications, drawings and attachments listed in Section J.

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

E-1. INSPECTION AND ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

Inspection and acceptance will be at the destination(s) specified in F-1, "Place of Performance" hereof.

SECTION F - DELIVERIES OR PERFORMANCE

F-1. PLACE OF PERFORMANCE: Services under this contract are required to be performed at the following location:
COP WANAT

SECTION G - CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA

21 8 2020.0000 8A-2084 P135197.00000 3230 833JDB JAF8J3JDB01355 3JDB83 S09076
\$ 89,182.50

G-1 GOVERNMENT PERSONNEL: The Contracting Officer will provide to the contractor, a listing of the names of the Administrative Contracting Officer, Contract Administrator, Contracting Officer's Representative (COR), and Government Inspector(s), their organizational codes and telephone numbers at the time of award or at the pre-construction conference.

G-2 INVOICE/PAYMENT: Payment will be made by the office in block 27 of Standard Form 1442 in accordance with FAR 52.232-5 and FAR 52.232-27, after receipt of the payment request by the billing office designated in block 26 of Standard Form 1442. Progress Payments are authorized in accordance with FAR 52.232-5.

G-3 AFGHANISTAN-CJOA: Contracts negotiated in the Afghanistan CJOA will be paid in currency at an exchange rate dependent on the time of invoice receipt.

SECTION H - GENERAL REQUIREMENTS

H-1 EQUIPMENT: The Contractor shall supply all tools and equipment to complete all project requirements. All equipment shall be in operable condition. Contractor will provide all fuel, oil, spare parts, tools and mechanics to repair and maintain equipment. Any broken or damaged equipment will be fixed immediately or replaced.

H-2 ENVIRONMENTAL: All waste oil, fuel spills, and any hazardous material generated as a result of Contractor activities will be cleaned up immediately, and all residues will be transported away from the designated project site for proper disposal in accordance with all applicable laws and regulations.

H-3 LABOR: A minimum of 90% of all unskilled labor used by contractor on the project shall be from the local community. The local community is defined as an area within a 10-kilometer radius of the project site. Should appropriate local labor not be available locally, the contractor shall consult with the Contracting Officer, COR, or COR before hiring labor from outside the local community.

H-4 MATERIAL: All materials to complete the project requirements shall be new unless otherwise approved by the Facility Engineer (FE), free of defects, and in good condition. In addition, all materials shall conform to specifications attached to this document unless otherwise approved by the FE or PRT Commander.

H-5 CONTRACTOR PERSONNEL: The Government is not liable for any injury incurred by Contractor personnel. Contractor personnel shall comply with worker escort policy established by the designated COR or PRT Commander. Violations of this policy may result in termination of the applicable construction contract. Contractor personnel not adhering to worker escort policy may be detained and/or removed from the project site. Contractor personnel will only take direction from the FE and the Contracting Officer's Representative (COR). Contractor personnel will not take direction regarding any aspect of the project from escorts or other unit personnel. The Contractor shall provide all employee food and water, transportation for materials and personnel, and material handling equipment as necessary to complete the work.

H-6 SAFETY REQUIREMENTS: The Contractor shall ensure that employees are supplied with and use proper safety equipment (i.e. gloves, safety glasses, boots) and follow work procedures, which protect both Contractor employees and U.S. soldiers in proximity to the job site. The Contractor shall establish a safety zone around the work area and establish a safety system to prevent worker injuries. The Contractor will direct all safety related questions to the COR.

H-7 WORKING CONDITIONS: The Contractor is responsible for inspecting all work areas and determining actual work area conditions and work requirements. Pre-existing conditions shall not be the basis for any modifications to the contract.

H-8 CLEANUP: The Contractor shall clean up each work site, removing all debris and refuse from the site, to the satisfaction of the FE, daily. Additionally, at the end of the project, the Contractor shall restore any disturbed areas at the direction of the COR.

H-9 SECURITY: The Contractor shall comply with all security requirements in effect during the work period, and take these requirements into consideration when scheduling work, so as not to delay completion of the project. Contractor personnel found outside of the prescribed work area or otherwise in violation of any security requirements (e.g. fighting) will be subject to removal from the work site for the entire work period.

H-10 WORK PERIOD: The Contractor shall complete all work within the prescribed period. Work shall be performed daily, with allowances for practicing Muslims to make daily prayers and take Friday as the Sabbath. Work hours shall be from 0800 to 1700 local time as a minimum but the Contractor may work extended hours with the permission of the COR. CONTRACTORS ARE ENCOURAGED TO MAXIMIZE THE USE OF DAYLIGHT TO ACCOMPLISH WORK. Contractors are not authorized to quit work before 1630 local time or otherwise stop work without consulting with the COR. All materials, equipment, and personnel shall arrive at the project site by 0800 (local time), unless otherwise coordinated with the COR. Failure to coordinate the timely arrival of materials, equipment, or personnel shall not provide justification for unscheduled project.

H-11 SUPERVISION AND QUALITY CONTROL: The Contractor shall maintain a quality control plan and provide for the direct supervision of employees from the start of project work through project completion. The Contractor shall comply with all specifications and plans provided for or referred to herein. In addition, building materials shall be installed level and watertight; and all work shall be plumbed and square, with structural members and sheathing components securely fastened and properly aligned and jointed. The Contractor may consider construction techniques or practices as recommended by the COR to improve the quality and pace of work so long as such recommendations do not change the specifications or scope of work. Contractor is responsible for the quality of all employee work. Consequently, the Contractor will provide personnel with adequate training/experience to perform tasks outlined in the TECHNICAL REQUIREMENTS and contract. Contractor will provide supervision for all employees at all times.

H-12 DELIVERY AND STORAGE OF MATERIALS AND EQUIPMENT: The Contractor shall be responsible for all material and equipment storage, providing any necessary security containers or barriers, fencing and protection from the weather. At the end of the project, the Contractor shall remove all excess materials from the site at no additional cost to the US government. Storage locations shall be as designated by the COR. The Contractor shall limit material storage to the areas provided.

H-13 FORCE PROTECTION: Contractor is responsible for providing adequate security for all Contractor personnel while said personnel are on project sites referenced in this SOW.

H-14 DIG PERMIT: Prior to initiating construction activities on project sites referenced in this SOW, Contractor is required to locate and mark all subsurface electrical, communications, water, and sewer lines, and notify the COR of same. Contractor is further required to take precautions necessary to prevent damage to said subsurface utilities during all construction activities.

H-15 MINE CLEARING: This area is believed to be clear of mine hazards, but it is not guaranteed. Should the Contractor encounter mines and/or mine hazards during the course of the project, Contractor is directed to cease work and contact the FE or COR for further instructions.

H-16 EXPLOSIVE ORDNANCE: This area is believed to be clear of unexploded ordnance (UXO) hazards, but it is not guaranteed. Should the Contractor encounter UXO during the course of the project, Contractor is directed to cease work and contact the FE or COR for further instructions.

H-17 COORDINATION: Contractor will attend a pre-construction meeting with the COR to discuss the start date, security requirements and the project plan. Contractor will have in his possession a copy of the Technical Requirements, design, and drawings. If public roads must be closed during construction activities, Contractor will coordinate as necessary with local government officials at least 48 hours in advance. Contractor will coordinate the daily work schedule with the COR.

H-18 ACCEPTANCE AND PAYMENT: If contract terms specify an interim payment schedule, Contractor will arrange a project performance walkthrough with the COR prior to each request for payment. Government will only pay the Contractor for the percentage of work completed at each stage, providing that the work completed meets the standards specified in the Technical Requirements. Upon completion of all project work, Contractor will arrange a job completion walkthrough with the COR prior to final payment. Work accomplished through the use of substandard materials or processes will not be accepted or paid for until corrections specified by the COR are completed. If Contractor is behind schedule (based on percentage of time and work), no payments will be made until the Contractor is back on or ahead of schedule.

H-19 PERIOD OF PERFORMANCE/SCHEDULE: THE DURATION OF THIS CONTRACT IS 40 CALENDAR DAYS TO COMPLETE THIS WORK: It is the sole responsibility of the Contractor to coordinate all material, labor, and equipment necessary to complete all project work within the time allotted. The above contract duration will be extended on a day-for-day basis for any inclement weather that prevents construction from proceeding. Agreement concerning these days must be made on the day in question between the Contractor and the CO. Given the urgency of this project, only one payment will be made when the project is 100% complete. Final Payment will only be made at the completion of the project. The contract is considered complete once the COR and contractor conduct a final inspection of the work site and all discrepancies are resolved. The COR will then sign an acceptance document (DD250) and indicate 100 percent completion of the project.

H-20 WARRANTY OR GUARANTEE OF PRODUCTS, SERVICES & DELIVERABLES OR PERFORMANCE: Contractor will guarantee his work and/or give the government a warranty. Construction projects will be free from defect caused by materials or craftsmanship for a period of one year from date of completion. This includes such items as roof leaks, peeling or faded paint, broken or faulty hardware, cracking, chipping concrete, failure due to improper installation of building components, etc.

H-21 SPECIAL INSTRUCTIONS:

A. The Contractor will have an English-speaking interpreter, knowledgeable in construction matters, present on project site during all construction activities.

B. Alternate Materials: The Contractor is not authorized to substitute alternative construction materials or methods for those specified in this SOW or its associated plans and specifications, unless coordinating with the COR and COR approval is granted.

C. The Contractor is encouraged to propose (but is not automatically allowed to use) alternate materials. If proposing construction using anything other than specified materials, the Contractor will provide drawings, calculations, and other details necessary for the COR to determine suitability of the proposed substitution. **AUTHORITY TO DO ANY OTHER CONSTRUCTION, OR WORK OUTSIDE THE SCOPE OF THIS CONTRACT, MUST BE APPROVED BY THE CONTRACTING OFFICER. NO EXCEPTIONS! IF THERE IS SOME WORK IN QUESTION, THE CONTRACTOR SHOULD STOP WORK UNTIL THE PROBLEM IS RESOLVED!**

D. No additional contract time will be allowed for consideration, approval, or substitution of approved, alternate materials. The contractor will be expected to meet the original contract deadlines. The contractor will be allowed to keep all incentives gained as a result of time saved from using approved, alternate materials.

E. All structural concrete and all concrete for floors will be required to be mixed in a mechanical mixer. The typical local practice of hand-mixing small batches of concrete on the ground using shovels is specifically prohibited for structural concrete and concrete floors. **CONTRACTORS SHOULD NOT OFFER ON THIS CONTRACT IF THEY CANNOT MEET THIS REQUIREMENT.** No additional consideration will be given to the Contractor for not understanding this requirement and having to take additional measures for failure to comply.

H-22 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS:

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

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

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

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

H-23 COMPLIANCE WITH LAWS AND REGULATIONS:

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Transactions	SEP 2007
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-1	Introduction to Offerors- Competitive Acquisition	MAR 2001
52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective C/P Data-Modifications	OCT 1997
52.215-13	Subcontractor C/P Data - Modifications	OCT 1997
52.222-50	Combating Trafficking in Persons	SEP 2007
52.223-3	Hazardous Material Identification	JAN 1997
52.225-13	Restrictions on Certain Foreign Purchases.	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

52.228-3	Workers Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes - Foreign Fixed Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-27	Prompt Payment under Construction Contracts	SEP 2005
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operation & Storage Areas	APR 1984
52.236-11	Use and Possession prior to completion	APR 1984
52.236-12	Cleaning up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications & Drawings for Construction	FEB 1997
52.236-26	Pre-Construction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property-Alternate 1	JUN 1997
52.245-9	Use And Charges	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering -- Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-1	Government Supply Sources	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.205-7000	Provision of information to Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or control by the Government of a terrorist country	MAR 1998
252.209-7004	Subcontracting w/firms that are owned or controlled by the Government of a terrorist country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary (b)(6) of Israel	JUN 1992
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	MAR 2006
252.225-7044	Balance of Payments Program - Construction Material	JUN 2005
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings & Specs	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023 Alt III	Transportation Of Supplies By Sea	MAY 2002
252.247.7024	Notification of Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror." CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (a) The offeror certifies that—(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification

by the signatory that the signatory— (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position

in the offeror's organization]; (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary

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

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

52.203-11 CERTIFICATION AND DISCLOSURE RE-PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

As prescribed in 3.808, insert the following provision: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005) (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification. (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989— (1) 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 awarding of this contract; (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. (c) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days (CD) after the date the Contractor signs the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **40 Calendar Days**. The time stated for completion shall include final cleanup of the premises. (End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation. (End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (IAW FAR 36.501(b))

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty-one (51) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (End of Clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) N/A

52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (Oct 1997)

(a) Proposals must be

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

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

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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

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

(e) N/A

52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE

As prescribed in 52.107(a), insert the following provision: 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.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation. (End of clause)

DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility. This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds \$25,000, requires performance in CENTCOM AOR, and does not incorporate DFARS 252.225-7040. **CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)**

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

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

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

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

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

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

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

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

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

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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

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

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

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

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

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

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

Personnel hired under contracts for which the period of performance is less than 30 days; and

Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

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

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

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

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

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

(C) Enter the AKO sponsor username; and

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

(iii) *Registration in SPOT.*

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

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

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

- (v) *SPOT Questions*. Refer SPOT application assistance questions to the Customer Support Team at (b)(2) or High@technisource.com.
- (b)(2) High@technisource.com.
- (3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- (h) *Contractor personnel*. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
- (i) *Weapons*. (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—
- (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The _____ [Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
- (i) Are adequately trained to carry and use them—
- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment*. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
- (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) *Evacuation*. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.
- (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) *Personnel recovery*. In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (n) *Notification and return of personal effects*. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—
- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.
- (o) *Mortuary affairs*. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENCOM AOR.
- (End of clause)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) - (IAW FAR 52.107(B))

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)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location: FOB Fenty, Afghanistan (End of Clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work & Drawings	09	May 08

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. **Bayonet 1666** PAGE **1 of 7**

2. CONTRACT NO. **W91B4K-08-C-0442** 3. AWARD/EFFECTIVE DATE **11 July 2008** 4. ORDER NO. 5. SOLICITATION NO. 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL **▶** 8. NAME: b. TELEPHONE NO. (Do not call) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY **Regional Contracting Center
FOB Fenty Air Field
Jalalabad AFGHANISTAN
APO AE 09310** CODE 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
11. DELIVERY FOR CAMP DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS **Net 30**
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION
 RFO IFB RFP

15. DELIVER TO **Camp Wanat, Afghanistan** CODE 16. ADMINISTERED BY **Same as Block 9** CODE

17a. CONTRACTOR/OFFICER **Kardan Construction Company
Asadabad, Kunar
Email: kardan.construction@gmail.com** CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY **FOB Fenty Finance** CODE **F0300**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
<i>(Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA **21 8 2020.0000 8A-2084 P135197.00000 3230 833JDB JAF8J3JDB01357 3JDB83 S09076** 25. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$50,996.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES 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 OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH THEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF **(b)(6)** CONTRACTING OFFICER

30b. NAME AND TITLE OF OFFEROR **(b)(6)** 30c. DATE SIGNED **Director 11-07-08** 30d. SIGNATURE OF OFFEROR **(b)(6)** 30e. DATE SIGNED **11 Jul 08**

31. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER
38. S/R ACCOUNT NO. 39. S/R VOUCHER NO. 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 43. DATE REC'D (Print) 43d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

Gravel Laying Service at Camp Wanat

Item No.	Description of Supply	Qty	Unit	Unit Price	Total Price
0001	Provide for Gravel Laying Service at Camp Wanat. IAW SOW. (Period of Performance Work shall be accomplished Not Later Than 28 Jul 08)	1	JB	\$50,996.00	\$50,996.00
Total Project Price					\$50,996.00

INSPECTION AND ACCEPTANCE TERMS

Supplies and services will be accepted at Destination by the Government for all CLINs.

CONTRACT ADMINISTRATION DATA**DESIGNATION OF GOVERNMENT INSPECTOR**

A representative from each location will be designated as the Contracting Officer Representative (COR) for the purpose of technical surveillance and inspection of work being performed under this contract. This designation in no way authorizes anyone other than the contracting officer to commit the Government to changes in the terms of the contract.

INVOICES

Invoices will be paid by the Finance Office in Bagram. The method of payment will be Electronic Funds Transfer. Invoices shall include the following information, IAW FAR 52.213-2:

1. Contract Number
2. Invoice Number
3. Invoice Period, i.e., 1-15 Oct 05
4. Amount Due
5. Contractors Name/Business
6. CLINS used for invoice, i.e., \$4,500.00 for CLIN #1, \$4,700.00 for CLIN #2, etc
7. Email Address
8. Business Mobile Number

RECEIVING REPORTS (DD 250)

To ensure timely payment to the Contractor, receiving reports MUST be processed by the coordinator within five (5) calendar days upon completion of services or receipt of supplies, whichever is applicable.

LIMITS OF AUTHORITY CONTRACTING OFFICER

Only the contracting officer is authorized to make changes to the terms and conditions of the contract.

CLAUSES INCORPORATED BY REFERENCE

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Jun 1998)
2. As prescribed in 52.107(b), insert the following clause: 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 them full text available. Also, the full text of a clause may be accessed electronically at this internet address: Regulations URLs: <http://farsite.hill.af.mil>
3. 52.203-5 COVENANT AGAINST CONTINGENCY FEES (Apr 1984)
4. 52.203-7 ANTI-KICKBACK PROCEDURES (Jul 1995)
5. 52.203-8 CANCELLATION, RECISSION OR RECOVERY OF FUNDS (Jan 1997)
6. 52.203-10 PRICE/FEE ADJUSTMENT FOR ILLEGAL ACTIVITY (Jan 1997)
7. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)
8. 52.204-4 PRINTED OR DOUBLE-SIDED ON RECYCLED PAPER (Aug 2000)
9. 52.209-1 QUALIFICATION REQUIREMENTS (Feb 1995)
10. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR OTHER RESPONSIBILITY MATTERS (Sep 2006)
11. 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (Feb 2000)
12. 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Apr 1984)
13. 52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (June 2003)
14. 52.232-1 PAYMENTS (Apr 1984)
15. 52.232-17 INTEREST (Jun 1996)
16. 52.232-23 ASSIGNMENT OF CLAIMS (Jan 1986)
17. 52.232-23 ASSIGNMENT OF CLAIMS -- ALTERNATE I (Apr 1984)
18. 52.232-25 PROMPT PAYMENT (Oct 2003)
19. 52.233-1 DISPUTES (Jul 2002)
20. 52.242-13 BANKRUPTCY (Jul 1995)
21. 52.243-1 CHANGES—FIXED PRICE ALT 1 (Apr 1984)
22. 52.246-4 INSPECTION OF SERVICES FIXED-PRICE (Aug 1996)
23. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (May 2004)
24. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Apr 1984)
25. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)
26. For the purposes of this clause the blank(s) is/are completed as follows:

27. (b) Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)
28. 52.253-1 COMPUTER GENERATED FORMS (Jan 1991)
29. 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (Dec 1991)
30. 252.203-7001 PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FUNCTIONS
31. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (Dec 2006)
32. 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Jun 1997)
33. 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE U.S. (Jun 2005)
34. 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Jun 2006)
35. 252.225-7041 CORRESPONDENCE IN ENGLISH (Jun 1997)
36. 252.225-7042 AUTHORIZATION TO PERFORM (Apr 2003)
37. 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS
38. OUTSIDE THE UNITED STATES (Mar 2006)
39. 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (Jun 1997)
40. 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Dec 2006)
41. 252.233-7001 CHOICE OF LAW (OVERSEAS) (Jun 1997)
42. 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (Dec 1991)

CLAUSES INCORPORATED BY FULL TEXT

1. 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2008)

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

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

X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(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)

2. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(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.

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(End of clause)

3. 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 14 days of contract expiration.

4. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)
- 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.
 - If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

5. 252.225-7040 DFARS DEVIATION 2007-00010: CONTRACTOR PERSONNEL IN U.S. CENTRAL COMMAND AREA OF RESPONSIBILITY.

This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds \$25,000, requires performance in CENTCOM AOR, and does not incorporate DFARS 252.225-7040.

CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-00010)

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

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

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

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

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

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

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

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

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

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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

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

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

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

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

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

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S.

legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

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

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

- (i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.
- (ii) In order to obtain an AKO account, the Contractor shall—

- (A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guest account;
- (B) Go to <http://www.us.army.mil>;
- (C) Enter the AKO sponsor username; and
- (D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.
(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

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

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at (b)(2) or

(b)(2) High@technisource.com.

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

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

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

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

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

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

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

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

- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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

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

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

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

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

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

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

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

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

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

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

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

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

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

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

SPECIAL CONTRACT REQUIREMENTS**CONTRACTOR RESPONSIBILITY**

Contractors operating on base will be responsible for briefing and ensuring they adhere to the traffic rules and regulations. Speed limits are posted. Individuals are to obey all entry procedures. Contractor will comply with all instructions given by Security Forces personnel at entry control points (gates).

COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

QUARTERLY CONTRACTOR CENSUS REPORTING. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to (b)(2)High @swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

1. The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
2. The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
3. The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
4. The company names and contact information of its subcontractors at all tiers; and
5. The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-00004 or DFAR DOD class deviation 2007-00010.

FITNESS FOR DUTY AND LIMITS ON MEDICAL / DENTAL CARE IN IRAQ AND AFGHANISTAN

When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

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

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

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

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport

or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractors are also required to comply with the following provisions:

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

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

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

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work-	4	2 Jul 08

Statement of Work (SOW)
Gravel Laying Service
New COP Wanat
02 JUL 2008

1. **REQUIREMENT:** New COP Wanat requires several areas to be graveled.
2. **PROPONENT:**
 - a. **Organization:** Chosen Company, Task Force Rock
 - b. **Location:** COP Wanat, Afghanistan
 - c. **Supervisor:** 1LT (b)(3),(b)(6),Papa
3. **BACKGROUND:** New COP Wanat will a gravel laying service for both LSA (Living Space Area) and HLZ areas. With the month of July traditionally being one of the rainiest months, there is a need to ensure the ground does not wash away and become too muddy for day to day operations. COP Wanat needs gravel to be laid to ensure proper drainage on the site to allow equipment and personnel to operate effectively.
4. **GENERAL REQUIREMENTS:** C/2-503 IN requires a contractor to compact the land, spread the gravel, and compact the gravel.
5. **SPECIFIC TASK DESCRIPTION:**
 - a. **TASK 1:** The contractor shall provide all equipment, personnel, and material required to complete the project.

STANDARD: The contractor shall provide the following

Crushed Rock: The contractor shall provide river rock and crushed gravel over an area no less than 2,318 cubic meters (2,048CM for LSA, 270CM for HLZ).

Fuel: The contractor is responsible for providing his own fuel for all equipment used during this project. The government is not responsible for providing any fuel.

Equipment: The contractor will provide all equipment required to complete the project. At a minimum this includes:

Transportation: All vehicles required to transport labor, material, and equipment to the work sites.

Spreading: Any appropriate hand tools (e.g. shovels, rakes, machines) necessary to move and spread the crushed rock to complete the project in a timely manner.

Personnel:

Vehicle and Equipment Operators: The contractor shall produce a fully licensed, qualified, appropriate, and capable operator for each piece of equipment he uses.

Labor: The contractor shall provide sufficient labor to complete the project in a timely manner. These laborers shall perform such various duties as spreading gravel; unloading trucks, etc... recommended ten laborers.

Supervision: The contractor shall provide a foreman to oversee the project. He is in control of all aspects of the project on the ground. He should have experience and

knowledge in laying gravel. He must either speak English or the contractor will provide an interpreter for him.

Maintenance: It is the contractor's responsibility to ensure the good working order of all vehicles he provides. If a vehicle is broken, the contractor must provide a new one, or fix it within 24 hours

- b. **TASK 2:** The contractor shall compact the land, spread gravel, compact the gravel, and clean up the site upon completion.

STANDARD:

Mission and Endstate: The gravel is being emplaced to ensure proper drainage and stability of the LSA and HLZ sites. The end-state of this contract is:

1. Both sites are covered in river rock and crushed gravel to depths specified by the COR. This rock has been compacted, and the gravel is properly embedded into the ground.
2. Both sites have an effective drainage system so all water will run towards the edges of the camp.

SPECIFICS:

Spreading: When laying the gravel it should be spread evenly across the entire site

Compacting: When compacting the gravel it should be compact enough to ensure the integrity of the gravel so that it will not move significantly over time.

Site Cleanup: Upon completion of the project, the contractor shall restore the area to a state similar to how it was when it began. The contractor shall not leave trash, tools, or excess material at the site unless expressly permitted by the contracting officer representative. The contractor shall dispose of any excess earth moved during the completion of the project.

- c. **TASK 3:** The contractor shall maintain his equipment.

STANDARD: All equipment shall be operable and well maintained. The contractor shall perform daily maintenance on all equipment.

6. **PERIOD OF PERFORMANCE:** The contractor shall commence within 5 days of contract award. The contractor shall complete the project within 10 days of commencing the project.
7. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The COR for this contract is 1LT (b)(3),(b)(6),Papa
8. **TRAVEL:** Contractor is responsible for all of his own travel.
9. **PLACE OF DUTY:** The service will be located on COP Wanat.
10. **GOVERNMENT FURNISHED MATERIAL (GRM) AND GOVERNMENT FURNISHED EQUIPMENT (GFE):** one vibratory roller.
11. **WORK HOURS:** Work shall be daily. Work hours shall be from 0800 to 1700 local time as a minimum (the Contractor may be required to work extended and or adjusted hours to ensure completion of the project if the COR believes that the contract will not be completed within the period of performance). Contractor personnel will be allowed a lunch/prayer break from 1200 to 1300 local time.
12. **DELIVERABLES:**

The contractor shall report to the worksite daily and check in with the COR.

13. LIFE SUPPORT:

- a. **Billeting:** N/A
- b. **Dinning Facilities and Water:** The contractor provides all of his own food and water.
- c. **Laundry Service:** N/A
- d. **Post/Base Exchange:** N/A
- e. **Financial Support:** The government shall pay the contractor approximately once a month.
- f. **Morale, Welfare, and Recreation (MWR) Facilities:** N/A
- g. **Medical / Dental Care:** Emergency medical care will be provided for any emergencies that occur while the contractor is on the job.
- h. **Remains Processing:** N/A
- i. **Uniforms and Weapons:** The contractor will not wear any military / paramilitary uniforms, nor carry any weapons.

14. SECURITY CLEARANCES: Contractor employees shall be thoroughly screened and vetted by the Tactical HUMINT Team or other appropriate agency. If they are cleared to work for the government, they shall be issued appropriate identification cards that shall be maintained by the local unit.

15. REPLACEMENT PERSONNEL: If at any time during the period of performance, contractor personnel are not able to continue work through no fault or direction of the government, the contractor shall replace them within forty-eight hours at no additional cost to the government.

16. CELL PHONES/PERSONAL COMPUTERS: N/A

17. CONTRACTOR STANDARDS OF CONDUCT: No local national worker shall at any time: enter the living or work area of US Soldiers, commit a hostile, seditious, or espionage act against the US, steal from the US government or Soldiers, endanger the lives of US Soldiers with dangerous work practices, or other similar actions.

18. PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS: All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- a. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- b. 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.
- c. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

- d. 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.
- e. 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.
- f. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

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

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

				1. REQUISITION NO. JAF 0852 / Bayonet 1090	PAGE 1 of 3
2. CONTRACT NO. W91B4K-08-C-0213		3. AWARD/EFFECTIVE DATE 20 May 2008		4. ORDER NO.	
7. FOR SOLICITATION INFORMATION CALL		a. NAME		b. TELEPHONE NO. (No collect calls)	
9. ISSUED BY Regional Contracting Center Jalalabad, Afghanistan FOB Fenty APO AE 09310		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:	
11. DELIVERY FOR CAMP DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO Bella / Wanat Outpost, Afghanistan		CODE		16. ADMINISTERED BY Same as Block 9	
17a. CONTRACTOR/DEFENDER Friendship SSCL Co, Ltd 4th Macrorayon, Kabul, AFG		CODE		18a. PAYMENT WILL BE MADE BY Electronic Funds Transfer (EFT) Bagram Finance Office	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		CODE F03000	
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. UNI		24. AMOUNT	
		SEE SCHEDULE			
		<i>(Attach Additional Sheets as Necessary)</i>			
25. ACCOUNTING AND APPROPRIATION DAT 21 8 2020.0000 8A-2084 P135197.00000 252G 833JDB JAF8E3JDB00852 3JDB83 S09076				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$50,040.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 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 YOUR 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		(b)(6)			
30c. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b)(6)		30c. DATE SIGNED 8 May 2008		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(6)	
31c. DATE SIGNED 8 May 2008		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		34. VOUCHER NUMBER	
32d. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32e. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41c. DATE		41d. DATE		37. CHECK NUMBER	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		38. S/R ACCOUNT NO.	
42c. DATE REC'D (Y/M/D)		42d. TOTAL CONTAINERS		39. S/R VOUCHER NO.	
43. SIGNATURE AND TITLE OF CERTIFYING OFFICER		43. DATE		40. PAID BY	

Section SF 1449 - THE SCHEDULE - CONTINUATION SHEET

**** Option Periods are contingent upon the availability of funds and/or the U.S. Government needs at that time ****

Base Period					
Period of Performance 20 May 2008 – 19 May 2009					
Item No.	Description of Position	Qty Worker(s)	Unit	Price per worker per month	Total Price - 12 month price X Qty workers
0001	Foreman. IAW SOW.	1	Month	\$ 350	\$ 4,200
0002	Generator Mechanic. IAW SOW.	1	Month	\$ 180	\$ 2,160
0003	Landing Zone Service. IAW SOW.	2	Month	\$ 160	\$ 3,840
0004	DFAC Assistance. IAW SOW.	3	Month	\$ 160	\$ 5,760
0005	Fuelers. IAW SOW.	2	Month	\$ 160	\$ 3,840
0006	General Laborers. IAW SOW.	18	Month	\$ 140	\$ 30,240
12 Month Grand Total					\$ 50,040

Option Period One					
Period of Performance 20 May 2009 – 19 May 2010					
Item No.	Description of Position	Qty Worker(s)	Unit	Price per worker per month	Total Price - 12 month price X Qty workers
1001	Foreman. IAW SOW.	1	Month	\$ 350	\$ 4,200
1002	Generator Mechanic. IAW SOW.	1	Month	\$ 180	\$ 2,160
1003	Landing Zone Service. IAW SOW.	2	Month	\$ 160	\$ 3,840
1004	DFAC Assistance. IAW SOW.	3	Month	\$ 160	\$ 5,760
1005	Fuelers. IAW SOW.	2	Month	\$ 160	\$ 3,840
1006	General Laborers. IAW SOW.	18	Month	\$ 140	\$ 30,240
12 Month Grand Total					\$ 50,040

Option Period Two					
Period of Performance 20 May 2010 – 19 May 2011					
Item No.	Description of Position	Qty Worker(s)	Unit	Price per worker per month	Total Price - 12 month price X Qty workers
2001	Foreman. IAW SOW.	1	Month	\$ 350	\$ 4,200
2002	Generator Mechanic. IAW SOW.	1	Month	\$ 180	\$ 2,160
2003	Landing Zone Service. IAW SOW.	2	Month	\$ 160	\$ 3,840
2004	DFAC Assistance. IAW SOW.	3	Month	\$ 160	\$ 5,760
2005	Fuelers. IAW SOW.	2	Month	\$ 160	\$ 3,840
2006	General Laborers. IAW SOW.	18	Month	\$ 140	\$ 30,240
12 Month Grand Total					\$ 50,040

Option Period Three					
Period of Performance 20 May 2011 – 19 May 2012					
Item No.	Description of Position	Qty Worker(s)	Unit	Price per worker per month	Total Price - 12 month price X Qty workers
3001	Foreman. IAW SOW.	1	Month	\$ 350	\$ 4,200
3002	Generator Mechanic. IAW SOW.	1	Month	\$ 180	\$ 2,160
3003	Landing Zone Service. IAW SOW.	2	Month	\$ 160	\$ 3,840
3004	DFAC Assistance. IAW SOW.	3	Month	\$ 160	\$ 5,760
3005	Fuelers. IAW SOW.	2	Month	\$ 160	\$ 3,840
3006	General Laborers. IAW SOW.	18	Month	\$ 140	\$ 30,240
12 Month Grand Total					\$ 50,040

Option Period Four					
Period of Performance 20 May 2012 – 19 May 2013					
Item No.	Description of Position	Qty Worker(s)	Unit	Price per worker per month	Total Price - 12 month price X Qty workers
4001	Foreman. IAW SOW.	1	Month	\$ 350	\$ 4,200
4002	Generator Mechanic. IAW SOW.	1	Month	\$ 180	\$ 2,160
4003	Landing Zone Service. IAW SOW.	2	Month	\$ 160	\$ 3,840
4004	DFAC Assistance. IAW SOW.	3	Month	\$ 160	\$ 5,760
4005	Fuelers. IAW SOW.	2	Month	\$ 160	\$ 3,840
4006	General Laborers. IAW SOW.	18	Month	\$ 140	\$ 30,240
12 Month Grand Total					\$ 50,040

NO.	FAR PARA	CLAUSE TITLE	DATE
1.	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE	(IAW FAR 52.107(b)) JUN 1998
As prescribed in 52.107(b), insert the following clause: 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 them full text available. Also, the full text of a clause may be accessed electronically at internet address: Regulations URI: http://farsite.hill.af.mil			
2.	52.202-1	DEFINITIONS	(IAW FAR 2.201) JUL 2004
3.	52.203-3	GRATUITIES	(IAW FAR 3.202) APR 1984
4.	52.203-5	COVENANT AGAINST CONTINGENT FEES	(IAW FAR 3.404) APR 1984
5.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(IAW FAR 3.503-2) SEP 2006
6.	52.203-7	ANTI-KICKBACK PROCEDURES	(IAW FAR 3.502-3) JUL 1995
7.	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(IAW FAR 3.104-9(a)) JAN 1997
8.	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(IAW FAR 3.104-9(b)) JAN 1997
9.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(IAW FAR 3.808(b)) Sep 2007
10.	52.209-1	QUALIFICATION REQUIREMENTS	(IAW FAR 9.206-2) FEB 1995
11.	52.217-8	OPTION TO EXTEND SERVICES	(IAW FAR 17.208(f)) NOV 1999
12.	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT; NTE 1 (ONE) YEAR	(IAW FAR 17.208(g)) MAR 2000
For the purposes of this clause the blank(s) are completed as follows: (a) within 30 DAYS (c) not to exceed 60 DAYS			
13.	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(IAW FAR 22.103-5(a)) FEB 1997
14.	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(IAW FAR 22.103-5(b)) JUL 1990
15.	52.222-3	CONVICT LABOR	(IAW FAR 22.202) JUN 2003
16.	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION	(IAW FAR 22.305) JUL 2005
17.	52.222-12	CONTRACT TERMINATION—DEBARMENT	(IAW FAR 22.407(a)(7)) FEB 1988
18.	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	(IAW FAR 22.407(a)(9)) FEB 1988
19.	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(IAW FAR 22.810(a)(1)) FEB 1999
20.	52.222-26	EQUAL OPPORTUNITY (DEVIATION)	(IAW FAR 22.810(e)) MAR 2007
21.	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	(IAW FAR 22.705) NOV 2006
22.	52.222-50	COMBAT TRAFFICKING IN PERSONS	AUG 2007
23.	52.223-6	DRUG-FREE WORKPLACE	(IAW FAR 23.505) MAY 2001
24.	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(IAW FAR 25.1103(b)) FEB 2000
25.	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(IAW FAR 29.401-3) APR 2003
26.	52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	(IAW FAR 29.402-1(a)) JUN 2003
27.	52.232-17	INTEREST	(IAW FAR 32.617(a), and 32.617(b)) JUN 1996
28.	52.232-23	ASSIGNMENT OF CLAIMS	(IAW FAR 32.806(a)(1)) JAN 1986
29.	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	(IAW FAR 32.806(a)(2)) APR 1984
30.	52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	(IAW FAR 32.206(g)) OCT 1995
31.	52.233-1	DISPUTES	(IAW FAR 33.215) JUL 2002
32.	52.243-4	CHANGES	(IAW FAR 43.205(d)) JUN 2007
33.	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT(FIXED-PRICE) ALTERNATE I	(IAW FAR 49.502(b)(1)(i)) MAY 2004
34.	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT(FIXED-PRICE) ALTERNATE I	(IAW FAR 49.502(b)(1)(ii)) SEP 1996
35.	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(IAW FAR 49.504(a)(1)) APR 1984
36.	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	(IAW FAR 52.107(f)) APR 1984
For the purposes of this clause the blank(s) is/are completed as follows: (b) <u>Defense Federal Acquisition Regulation Supplement</u> (48 CFR Chapter 2)			
37.	52.253-1	COMPUTER GENERATED FORMS	(IAW FAR 53.111) JAN 1991
38.	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	(IAW DFARS 203.570-5) DEC 2004
39.	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(IAW DFARS 209.409) DEC 2006
40.	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN 1997
41.	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(IAW DFARS 225.770-5) JUN 2005
42.	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN 2006
43.	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN 1997
44.	252.225-7042	AUTHORIZATION TO PERFORM	APR 2003
45.	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN 1997
46.	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN 1997
47.	252.236-7000	MODIFICATION PROPOSALS - PRICE BREAKDOWN	(IAW DFARS 236.570(a)(1)) DEC 1991
48.	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(IAW DFARS 243.205-72) MAR 1998
(b)	I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief. (Official's Name) (Title)		
49.	5352.242-9000	CONTRACTOR ACCESS TO INSTALLATIONS	(IAW AFFARS 5342.490-1) AUG 2007
(a)	Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.		
(b)	Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.		
(c)	Failure to comply with these requirements may result in withholding of final payment.		

ATTACHMENTS

Attachment 1 - Statement of Work (SOW) entitled:

“Bella/Wanat Outpost Support Force” for Bella/Wanat Outpost, dated 1 May 2008, 3 pages.

**Statement of Work (SOW)
Bella/Wanat Outpost Support Force
Bella/Wanat Outpost
1 May 2008**

1. REQUIREMENT: Chosen Company, TF Rock requires a support force on Bella/Wanat Outpost.
2. Important Information—This service will start at Bella Outpost. On or about the month of June or July this service will move to Wanat Outpost. Both locations are in the Waygul Valley. Laborers for this SOW will need to be able to relocate to Wanat Outpost when the Bella Outpost Support Force is no longer needed.
3. GENERAL REQUIREMENTS: Chosen Company requires approximately 27 contracted workers to run daily support operations at Bella Outpost. At least 90% of workers will reside within 25km of Bella Outpost.

SPECIFIC TASK DESCRIPTION:

TASK 1: Foreman. (Recommend at least one (1))

STANDARD: The foreman shall be responsible for all support forces on the Bella/Wanat Outpost. He shall maintain accountability of the workforce, issue jobs and enforce standards, and provide general advice and expertise to the COR. Must be a competent boss capable of correcting workers on-the-spot and contribute to the man-power required to accomplish the day's work.

TASK 2: Generator Mechanic. (Recommend at least one (1))

STANDARD: The mechanic at Bella/Wanat Outpost must be capable of conducting maintenance on civilian generators. Generators at Bella/Wanat Outpost were locally purchased and pushed out and are currently the sole power source available.

TASK 3: Landing Zone Service. (Recommend at least two (2) loaders).

STANDARD: These workers are responsible for building pallets, loading and unloading rotary wing aircraft, and recovering CDS drops. This is a huge requirement. Bella/Wanat Outpost receives most supplies by contracted or military aircraft. They shall move supplies to and from the landing zone and to their respective storage areas. The Waygul Valley is a highly contentious area of operations, which poses a big risk for soldiers being on the HLZ for a long period of time.

TASK 4: Dining Facility (DFAC) assistance team. (Recommend three (3) DFAC workers).

STANDARD: These workers will assist in preparation of food, clean dining facility, clean dishes, and do other critical tasks in the Dining Facility (DFAC).

TASK 5: Refueling team. (Recommend two (2) fuel assistants)

STANDARD: Fuel assistants at Bella/Wanat Outpost conduct daily maintenance on fuel containers and equipment to include: hoses, fuel lines, valves, and all connections/extensions.

TASK 6: General laborers. (Recommend eighteen (18) workers).

STANDARD: The general laborers at Bella/Wanat Outpost conduct a number of daily support operations to include: force protection (reinforcing observation posts (OPs), filling HESCO/sandbags, breaking rock for intervisibility enhancement at fighting positions, movement of supplies/equipment to OPs for sustainment); janitorial services (sweeping, mopping, cleaning latrines, cleaning kitchen areas, removing trash, etc.); maintenance services (clearing walk ways, fixing/maintaining buildings and other facilities, removing snow); disposing of waste (incinerating sewage and trash); loading/unloading vehicles and moving supplies/equipment to appropriate storage facilities.

4. **SCREENING:** All laborers will be medically screened for PD/TB. Any laborer that tests positive for TB will not be permitted access to the project site. Laborers who are ill will not be permitted access to the project site until such time they are healthy again.
5. **PLACE OF DUTY:** Service will start at Bella Outpost then transfer to Wanat Outpost on-or-about June or July 2008.
6. **GOVERNMENT FURNISHED MATERIAL (GRM) / EQUIPMENT (GFE):** The government will supply fuel for contractor vehicles during use in support of this SOW.
7. **WORK HOURS:** He shall work normal hours 0800 – 1700 Local as agreed upon by the COR and contractor, but may be required to work extended hours in an emergency.
8. **DELIVERABLES:** Report to Bella/Wanat Outpost daily and check in with the Post Commander.
9. **LIFE SUPPORT:**
 - a. **Medical / Dental Care:** Emergency medical care will be provided for any emergencies that occur while the contractor is on the job.
 - b. **Uniforms and Weapons:** The contractor will not wear any military / paramilitary uniforms, nor carry any weapons.
10. **SECURITY CLEARANCES:** Contractor employees shall be thoroughly screened and vetted by the Tactical HUMINT Team or other appropriate agency. If they are cleared to work for the government, they shall be issued appropriate identification cards that shall be maintained by the local unit.
11. **REPLACEMENT PERSONNEL:** If at any time during the period of performance, contractor personnel are not able to continue work through no fault or direction of the government, the contractor shall replace them within forty-eight hours at no additional cost to the government.
12. **CONTRACTOR STANDARDS OF CONDUCT:** No local national worker shall at any time: enter the living or work area of US Soldiers, commit a hostile, seditious, or espionage act against the US, steal from the US government or Soldiers, endanger the lives of US Soldiers with dangerous work practices, or other similar actions.
13. **QUARTERLY CONTRACTOR CENSUS REPORTING.** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to (b)(2)High dpco-iraq.net for Iraq and to (b)(2)High @swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:
 - a. The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
 - b. The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
 - c. The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
 - d. The company names and contact information of its subcontractors at all tiers; and
 - e. The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-00004 or DFAR DOD class deviation 2007-00010.
14. **PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or

possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- a. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- b. 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.
- c. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- d. 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.
- e. 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.
- f. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

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

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