


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W74RDV03558898		PAGE 1 OF 29					
2. CONTRACT NO. W912HQ-11-D-0004-P00005		3. AWARD/EFFECTIVE DATE 01-Apr-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HQ-11-R-0003					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JESUSA G LABIAL		b. TELEPHONE NUMBER (No Collect Calls) 703-428-6485		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 14 Mar 2011					
9. ISSUED BY USACE HUMPHREYS ENGR CTR SPT ACTIVITY ATTN: CECT-HC, 7701 TELEGRAPH ROAD ALEXANDRIA VA 22315-3860 TEL: FAX:			CODE W912HQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 524210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR CONTINENTAL INSURANCE CO MENG FAN 333 S WABASH AVE FL 1 CHICAGO IL 60604-4107 TEL. 212-440-7207			CODE 35JK7		18a. PAYMENT WILL BE MADE BY USA CORP ENG FINANCE CTR 40042 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W916TX				
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31c. DATE SIGNED 31-Mar-2011			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DEBORAH L GIORDANO / CONTRACTING OFFICER TEL: 703-428-7153 EMAIL: deborah.l.giordano@usace.army.mil					

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		
				42b. RECEIVED AT (<i>Location</i>)		
				42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	BASE PERIOD - FFP DBA INSURANCE SERVICES	12	Months	\$0.00	\$0.00 NC

The Insurance Carrier shall provide the Covered Contracting Agencies (CCA) with a single source of Worker's Compensation Insurance pursuant to the Longshoremen's and Harbor Worker's Compensation Act (commonly called the "Defense Base Act" or "DBA") program. The Insurance Carrier will receive a single Delivery Order for total execution and management of the DBA program to directly provide CCA Contractors requiring DBA insurance for performance Outside the Continental United States (OCONUS) for payment arrangements and resolution of issues.

Include your detailed pricing structure in B.3.6.1.
 FOB: Destination
 MILSTRIP: W74RDV03558898
 PURCHASE REQUEST NUMBER: W74RDV03558898

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 EXERCISED OPTION	FIRST OPTION PERIOD - FFP DBA INSURANCE SERVICES	12	Months	\$0.00	\$0.00 NC

The Insurance Carrier shall provide the Covered Contracting Agencies (CCA) with a single source of Worker's Compensation Insurance pursuant to the Longshoremen's and Harbor Worker's Compensation Act (commonly called the "Defense Base Act" or "DBA") program. The Insurance Carrier will receive a single Delivery Order for total execution and management of the DBA program to directly provide CCA Contractors requiring DBA insurance for performance Outside the Continental United States (OCONUS) for payment arrangements and resolution of issues.

Include your detailed pricing structure in See B.3.6.2.
 FOB: Destination

ESTIMATED NET AMT \$0.00

SECTION B

B-1 DESCRIPTION OF SERVICES

The Insurance Carrier shall provide the Covered Contracting Agencies (CCA) with a single source of Worker's Compensation Insurance pursuant to the Longshoremen's and Harbor Workers' Compensation Act (commonly called the "Defense Base Act" or "DBA") program for CCA Contractors requiring DBA insurance for performance Outside the Continental United States (OCONUS) for payment arrangements and resolution of issues. The Insurance Carrier shall receive a single Delivery Order for total execution and management of the DBA program. In this contract, the terms "Contractor" or "Insurance Carrier" are used interchangeably unless the context indicates otherwise. Each shall mean the Insurance Carrier identified on the Cover sheet of this contract.

B-2 GENERAL – TYPE OF CONTRACT

The Government contemplates award of a fixed-price requirements contract resulting from this solicitation for a base and one (1) year option.

B-3 FIXED-PRICE REQUIREMENTS TYPE OF CONTRACT

The Insurance Carrier shall, upon receipt of a duly executed Order or Modification to an Existing Order, perform all services as required in this contract. The Insurance Carrier shall complete all work and services under this contract within the period of time. Performance, the deliverables and the exact location of the work will be conveyed by the Contracting Officer or their designated COR through the issuance of an Order or Modification to an existing order.

B.3.1 Single rates will be established for Service, Construction, Aviation and Security contracts with all considerations for risk, geographical regions of contract execution, to include hostile and non-hostile areas and all consideration for Safety included in the single rates. Hostile Area under this solicitation is restricted to performance of work in support of the Overseas Contingency Operations (OCO) initially only in the Balkans, Iraq and Afghanistan, but may include other theatres should the OCO expand beyond these regions with Contracting Officer notification. If a company applies for DBA insurance coverage and has no safety record of experience OCONUS, Offerors under this solicitation are required to include in each of the single rates for Services and Construction, consideration for Safety. There shall be no separate safety record differential.

B.3.2 For this contract, employee remuneration is defined as salary plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.

B.3.3 It should be noted that the War Hazards Compensation Act provides benefits payable to CCA Contractor employers due to injury or death caused by war hazards. Payments will be reimbursed to the carrier or paid directly to the beneficiary by the Department of Labor.

B.3.4 In addition to coverage provided by statutory DBA insurance benefits, offerors shall include the cost of Emergency Medical Transportation expenses in the single rates for Construction, Security, Aviation, and Service contracts. Emergency Transportation expenses shall include payment for the cost of emergency transportation to the nearest suitable medical facility when it is determined by the attending physician that the nature of the injury or illness necessitates such a move. The cost shall be based on the insurance carrier's experience working with medical coordinators and attending physicians in assessing, determining and arranging for the most suitable mode of transportation warranted by the medical condition.

B.3.5 The Insurance Carrier shall cover reasonable travel and accommodation expenses with respect to such emergency transportation. The medical coordinator, working with the local attending physician, will assess, determine, and arrange for the most suitable mode of transportation warranted by the medical condition. Costs for this benefit shall include the cost of equipment and specialized medical personnel required during transportation to a healthcare facility that CCA shall deem appropriate. The limit of the additional coverage per individual shall be a total of the \$10,000 included as the basic minimum associated with DBA coverage, and an additional \$65,000, for a total amount of \$75,000.

B.3.6 Contract Line Items

B.3.6.1 BASE PERIOD - CLIN 0001

The Insurance Carrier shall provide Defense Base Act (DBA) insurance for the base year at the following fixed rate:

CLIN 0001AA Service Contracts	\$ <u>3.50</u> per \$100 of employee remuneration
CLIN 0001AB Construction Contracts	\$ <u>4.25</u> per \$100 of employee remuneration
CLIN 0001AC Aviation Contracts	\$ <u>17.00</u> per \$100 of employee remuneration
CLIN 0001AD Security Contracts	\$ <u>10.00</u> per \$100 of employee remuneration

B.3.6.2 FIRST OPTION PERIOD– CLIN 0002

CLIN 0002AA Service Contracts

Loss Ratio less than 60% \$ 3.50 per \$100 of

	employee Remuneration
Loss Ratio 60-85%	\$ <u>3.50</u> per \$100 of employee Remuneration
Loss Ratio greater than 85%	\$ <u>3.50</u> per \$100 of employee Remuneration

CLIN 0002AB Construction Contracts

Loss Ratio less than 60%	\$ <u>4.25</u> per \$100 of employee Remuneration
Loss Ratio 60-85%	\$ <u>4.25</u> per \$100 of employee Remuneration
Loss Ratio greater than 85%	\$ <u>4.25</u> per \$100 of employee Remuneration

CLIN 0002AC Aviation Contracts

Loss Ratio less than 60%	\$ <u>17.00</u> per \$100 of Employee Remuneration
Loss Ratio 60-85%	\$ <u>17.00</u> per \$100 of Employee Remuneration
Loss Ratio greater than 85%	\$ <u>17.00</u> per \$100 of employee Remuneration

CLIN 0002AD Security Contracts

Loss Ratio less than 60%	\$ <u>10.00</u> per \$100 of employee Remuneration
Loss Ratio 60-85%	\$ <u>10.00</u> per \$100 of employee Remuneration
Loss Ratio greater than 85%	\$ <u>10.00</u> per \$100 of Employee Remuneration

B.3.6.3 For purposes of establishing the option year rates for Service, Construction, Security, and Aviation Contracts, the Insurance Carrier shall furnish data that clearly reflects the cumulative loss history to the Contracting Officer no later than 60 days prior to the anniversary date of the contract.

B.3.6.4 Definition of Labor Categories – TO BE COMPLETED BY OFFERORS (See Proposal Submission Instructions):

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

Security: Personal Security Detail (PSD), Static or Convoy guarding of property or personnel.

Construction: “Blue-collar” workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and

maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Labor Day Laborers.

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

B.3.6.5 For the first option period, which will be year two for the program, losses should be valued as of ten (10) months after inception of the program. All losses incurred from the inception of the program to the valuation date should be included for each calculation since the total program premium to date will be used to calculate the loss ratio as defined above. State another way, the loss ratio will be cumulative from the inception of the program for each loss ratio calculation used to determine the rate for the next period.

B.3.6.6 This data will be reviewed by the Contracting Officer to develop a fixed rate that corresponds to the applicable loss ratio scenario listed above. Selection of the appropriate fixed rate will be based upon final agreement by the Government and Insurance Carrier. The Government reserves the right to obtain the services of expert consultants to analyze the loss history data submitted by the Insurance Carrier.

B.3.6.7 Loss Ratio Definition:

The term "loss ratio," which is used as the principal criteria for establishing premium rates, is calculated by dividing the incurred claims by the earned premiums. The incurred claims shall exclude those claims identified for reimbursement under the War Hazard Compensation Act (WHCA).

A claim shall be deemed to be identified for reimbursement under the WHCA if the U.S. Department of Labor (DOL) has accepted the claim for reimbursement. The Insurance Carrier will remove a claim identified for reimbursement from incurred claims upon notification that DOL has declared or accepted the claim for reimbursement under the WHCA, regardless of whether the Insurance Carrier has received reimbursement from DOL, and those claims identified for reimbursement will not be counted as incurred claims when calculating the loss ratio. The Insurance Carrier will not include claims identified for reimbursement with incurred claims on the required loss report to USACE. The incurred claims amount used to calculate the loss ratio does not include other expenses such as taxes or administration costs that are included in the Insurance Carrier's total amount incurred on the loss report. This policy applies to all WHCA claims, including those cases of claimants residing outside the United States. The exclusion of claims identified for reimbursement under the WHCA from incurred claims used to calculate the loss ratio will not affect the amount of reserves the Insurance Carrier maintains to cover its costs.

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to

the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2010)

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

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

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

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

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

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

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

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

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

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

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

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

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

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

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

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

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

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

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

___ (12) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

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

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

X (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X_ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

X (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

X (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

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

 (ii) Alternate I (DEC 2007) of 52.223-16. .

X (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

 (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

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

 (ii) Alternate I (JAN 2004) of 52.225-3.

 (iii) Alternate II (JAN 2004) of 52.225-3.

 (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

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

X (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **contract award date** through **the contract expiration date**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the contract expiration date**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fourteen (14) calendar days prior to the expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor anytime before contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fourteen (14) 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 **twenty four (24) months**.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)

(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.

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

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008)

(12) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (JUL 2009) of 252.225-7036.

(15) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(23) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

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

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

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

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

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

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

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

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

CONTRACTING OFFICER/AUTHORITY

a. All contractual administration will be carried out by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer at the address shown. No changes in, deviation from, the Scope of Work shall be effected without a contract modification executed by the Contracting Officer authorizing such changes.

b. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a. The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representative (COR) for technical purposes applicable to this contract. This individual will represent the Contracting Officer in the technical phases of work, but will not be authorized to change any of the terms and conditions of the contract or direct work that will require an amendment to the contract.

b. The appointment(s) shall be in writing, signed by the Contracting Officer and shall set forth the authority granted to and the limitations of the COR. Two copies of the letter of appointment shall be provided to the contractor who shall acknowledge receipt of the appointment letters in writing without delay. Such signing shall represent the contractor's acknowledgement of the limited authority of the COR.

c. Appointment may be changed or revoked by the Contracting Officer in writing. The Contracting Officer shall notify the contractor in writing of any such changes or revocations.

IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

TECHNICAL EXHIBITS**TECHNICAL EXHIBIT #1**

Policy Year	Policies under \$10K	Total Policies	% Under \$10K	Total Premium
2009	1164	1578	74%	\$75,379,255.00
2010	1336	1722	78%	\$61,401,912.00
TOTAL				\$136,781,167.00

Claims by Policy Year	Claim Count	Total Reserves	Total Paid	Total Expense	Total Incurred w/ Exp
2005	3	\$0.00	\$36,129.00	\$435.00	\$36,564.00
2006	266	\$28,061,026.00	\$19,383,214.00	\$1,908,196.00	\$19,352,436.00

2007	219	\$23,654,396.00	\$17,061,308.00	\$982,118.00	\$41,697,822.00
2008	199	\$9,273,076.00	\$3,149,272.00	\$806,981.00	\$13,229,329.00
2009	529	\$25,380,648.00	\$7,489,405.00	\$821,957.00	\$33,692,010.00
2010	255	\$12,526,032.00	\$2,444,685.00	\$205,840.00	\$15,176,557.00
Grand Total	1471	\$98,895,178.00	\$49,564,013.00	\$47,725,526.00	\$153,184,717.00

War Hazard Claims	Claim Count	Total Reserves	Total Paid	Total Expense	Total Incurred w/ Exp
Grand Total	511	\$62,042,007.00	\$30,605,516.00	\$3,227,965.00	\$95,875,488.00

US Army Contracting Command – 408th CSB - (estimated workload for services) Location: Kuwait

2009 - \$ 88,498,535

2010 - \$133,044,288

USAID Current DBA Contract lists:

Service \$2.00
Construction \$4.50
Security \$7.50

The Department of State Current DBA Contract lists:

Service \$4.00
Construction \$5.50
Security \$10.50
Aviation \$20.00

TECHNICAL EXHIBIT #2
List of DOL Waivers

List of blanket waivers to include the following countries:

- | | |
|----------------------------|---------------------------|
| Belgium | South America |
| Germany | Honduras |
| Japan | El Salvador |
| Oman | Qatar |
| United Arab Emirates | Botswana |
| Saudi Arabia | South Korea |
| Bahama Island | Territory of Guam |
| Kazakhstan | Israel |
| Italy | American Samoa |
| Turkey | France |
| Spain | The Russian Federation |
| The Republic of Uzbekistan | Greenland |

PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

1.1 The United States Army Corps of Engineers (USACE) has the requirement for a follow-on contract to provide a centrally-managed source of workers' compensation insurance as required by the statutorily mandated Defense Base Act (DBA) Program. The requirements contract will cover contracts with performance outside of the continental United States (OCONUS) with the exception of Hawaii and Alaska awarded by either USACE or the CENTCOM Contracting Command (C-3) or the 408th CSB, collectively "Covered Contracting Activities" or "CCAs".

1.2 The purpose of this contract is to provide a follow-on source of worker's compensation insurance, for the USACE Centrally-Managed DBA Program as required by the Defense Base Act (DBA), using the total volume of contracts awarded and administered by the CCAs. DBA insurance coverage applies to individuals employed under CCA contracts and subcontracts at every tier, including contracts and subcontracts under Foreign Military Sales (FMS) cases, regardless of the duration of their assignment, and is over and above any local worker's compensation insurance coverage.

1.3 DBA insurance coverage is required for employees of contractors (and their subcontractors at every tier) working OCONUS with the exception of Hawaii and Alaska unless the U.S. Department of Labor (DOL) has granted a written DBA country waiver covering the overseas place of performance (See FAR 28.305) and the waiver is included on Technical Exhibit #2, List of Country Waivers Approved by the USACE Regional Principal Assistant Responsible for Contracting (PARC). However, no waiver applies to any employee who is:

- a. Hired in the United States;
- b. A resident of the United States; or,
- c. A citizen of the United States

1.4 All CCA contractors procuring required DBA insurance (**i.e., renewing coverage or obtaining new coverage**) for a CCA contract, or subcontract, including non-personal services contracts with individuals, shall purchase such DBA insurance under this requirements contract unless one or more of the following exceptions apply:

- a. The CCA contractor, or subcontractor, has a DBA self-insurance program approved by the Department of Labor; or
- b. The overseas place of performance is covered by a DOL country waiver listed on Technical Exhibit # 2 List of Country Waivers Approved by the USACE Regional PARC.
- c. The CCA contractor is a personal services contractor whose employees are covered by the Federal Employees Compensation Act.

1.5 Risk Pool. Single rates established for services, construction, security, and aviation contracts include considerations for risks, geographical regions of contract execution, to include hostile and non-hostile, and all considerations for safety included in the single rate. CCA estimates and historical workload data are contained in Technical Exhibit #1 Historical Workload Data. Hostile area under this contract is restricted to performance of work in support of Overseas Contingency Operations (OCO) initially only in the Balkans, Iraq and Afghanistan, but could under the duration of the contract apply to other theaters should the OCO expand beyond these regions.

1.6 Potential Benefits to the Government.

- a. Reduction in overall cost of the statutorily mandated DBA program.
- b. Increased contractor compliance with the DBA.
- c. Increased benefits delivered to injured employees.
- d. Reduction of public and congressional attention on execution failures of the DBA program.

C.2 DESCRIPTION OF SPECIFICATIONS

All CCA contractors (prime and subcontractors at any tier) performing contracts that are subject to the Defense Base Act (see FAR 28.305) are required to purchase DBA insurance (**i.e., renewing coverage or obtaining new coverage**) under this mandatory requirements contract, unless one or more exceptions listed in C.1.4 applies. The intent of this contract is that all DBA insurance purchased by any CCA contractor or subcontractor under any contract, delivery order, or task order be purchased from the mandatory requirements insurance carrier. All DBA insurance purchased means any new coverage, any renewal of coverage, or any expansion of coverage, whether on a new or existing contract, regardless of the contract type. The insurance carrier will provide to the contractor or subcontractor purchasing DBA Insurance under a CCA contract, a certificate of DBA Insurance, validating coverage.

C.2.1. Special Requirements. In addition to providing coverage required by the DBA to CCA contractors and subcontractors, the Insurance Carrier must also comply with all special requirements in this PWS. Cost for these special requirements shall be included in the rates agreed to in this contract.

C.2.1.1. Emergency Transportation Benefit. The Insurance Carrier must provide coverage for the cost of emergency transportation services. The emergency transportation benefit shall include payment for the reasonable cost of emergency transportation services deemed necessary by the attending physician. The attending physician will determine the location of the nearest suitable medical facility, any equipment or specialized medical personnel needed during transport, and any accommodations required during transport.

C.2.1.2. **War Hazards Compensation Act Notice.** The War Hazards Compensation Act (42 U.S.C. 1701 et. Seq.), provides benefits payable to the CCA contractor's and subcontractor's employees due to injury or death caused by war hazards. The War Hazard Compensation Act provides that benefits due under the Act may either be paid by the successful insurance carrier, to the beneficiary with DOL providing reimbursement of benefits paid to the insurance carrier, or by DOL making direct payments of benefits to the beneficiary. (See 20 CFR Part 61).

C.2.1.3. **Minimum Premium.** The insurance carrier shall not assess minimum premiums on any CCA contractor or subcontractor. Only the actual premium based on compensation shall be permitted..

C.2.1.4. **Catastrophic Claims.** The insurance carrier/broker shall have the capability to dispatch a claims team, adequate to provide efficient claims service, in the event of a catastrophe, which occurs in the performance of a CCA contract or subcontract. The claims team shall have the ability to translate into languages other than English and translate claims documents received back into English for adjudication purposes.

C.2.1.5. **Subcontractor Coverage.** The application and policy provided by the insurance carrier to the CCA contractor shall clearly explain that subcontractors at every tier must have their own DBA insurance policy and are not automatically covered by the prime's policy.

C.2.1.6. **Hold Harmless Clause.** The insurance carrier agrees to hold the CCA harmless of any claims arising out of the DBA insurance coverage on CCA contracts or subcontracts.

C.2.1.7. **Additional Insured Endorsement.** The coverage shall include the blanket additional insured/additional named insured endorsement.

C.2.1.8. **Guaranteed Cost.** The coverage shall be provided to CCA contractors and subcontractors using the rate categories and the guaranteed rates agreed to in this contract. The single rates for construction, services, security and aviation will include all consideration for hostile and non-hostile environments and any concerns for safety records of CCA contractors and the Emergency Transportation Benefit.

C.2.1.9. **Knowledge of Occurrence.** Knowledge of occurrence by the agent or employee of CCA Contractor or Subcontractor shall not in and of itself constitute knowledge that the CCA Contractor has received such notice from its agent, or employee.

C.2.1.10. **Notice of Occurrence.** Workers' Compensation Claim First Report. In the event the CCA Contractor should report an incident to the Insurance Carrier, which later develops into a liability claim, failure to immediately report such incident shall not be deemed in violation of the general conditions entitled "Notice of the Company" upon the direct understanding and agreement, however the CCA contractor will, as soon as it receives notice of the fact that the particular accident is a liability case rather than a compensation case, give notice of the aforesaid accident to the insurance carrier.

C.2.1.11 **Failure to Disclose All Hazards.** Failure of the CCA contractor to disclose all hazards existing as of the inception date of any resulting contract, as agreed upon by the parties, shall not prejudice the CCA contractor with respect to the coverage afforded by any resulting contract, provided such failure is not intentional.

C.2.1.12 **Key Personnel:**

The insurance carrier shall assign to this contract the following minimum Key Personnel:

Carrier – Program Manager and/or Account Executive and Claims Adjustment Team

Broker – Administrative Program Manager and/or Account Executive and Claims Liaison

a. The insurance carrier agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitutions shall be made without prior notification to and concurrence from the Contracting Officer.

b. All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days in advance of the proposed substitution.

C.2.1.13 Proof of Insurance. The Insurance Carrier/Broker shall provide the DBA Insurance Policy (including Policy, Claims Reporting Information and Employee Posting Notice) within 10 Working Days of receipt of a complete insurance application or shall provide proof of confirmation of coverage within 3 Working Days of receipt of a complete insurance application. The contractor should receive a 30 day credit term from either the invoice date or effective date of coverage, whichever is later. The Broker shall accept all forms of payment (i.e. check, credit card or wire transfer).

C.2.1.14 Claims Inquiries/Proof of Coverage/Routine and Non-routine Reporting. The Insurance Carrier/Broker shall provide routine daily requests from CCA's in electronic form within 48 hours. These requests may come from various government personnel such as; Contracting Officer's Representatives, Contracting Officers and Safety Managers. Insurance Carrier/Broker shall provide non-routine requests for documentation and official requests for information in electronic form within 7 working days to government officials from various government agencies such as; Army Audit Agency (AAA), Defense Contract Audit Agency (DCAA), Special Inspector General for Afghanistan Reconstruction (SIGAR) and Department of Defense Inspector General (DoDIG). The Contracting Officer will be copied on all such correspondence.

C.2.1.15 Random Audits and Returned Premium. Insurance Carrier/Broker shall conduct random physical audits on Insured for premiums in excess of \$100,000. At least four (4) physical audits are required each quarter. When a returned premium is due back on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury. [The Insurance Carrier/Broker shall mail returned DBA premium checks to:](#)

(1) [For US Army Corps of Engineers \(USACE\) Refunds:](#)

U.S. Army Corps of Engineers Finance Center
Attn: Disbursing Division (Ms. Lora Steppe)
5722 Integrity Drive
Millington, TN 38054

Checks shall be made payable to the U.S. Army Corps of Engineers. The Insurance Carrier/Broker shall send e-mail notifications to Ms. Lora Steppe at lora.e.steppe@usace.army.mil and Ms. Joann Evans at joann.evans@usace.army.mil when checks are mailed to the above mailing address."

(2) [For CENTCOM Refunds:](#)

DFAS-Indianapolis
Disbursing Operations Directorate (Attn: Joe Frischmann)
P.O. Box 26303
Indianapolis, IN 46226-6303

Checks shall be made payable to the United States Treasury.

(3) [For 408th CSB Refunds:](#)

Neva E. Graves
ASG-KU-DOC
APO AE 09366

Checks shall be made payable to the United States Treasury.

The Insurance Carrier/Broker shall include the information as shown in the attached worksheet in their Final Audit Worksheet and shall provide copies of final audits to the Contracting Officer on a monthly basis.”

C.3. PROGRESS/COMPLIANCE REPORTS

C.3.1. **Quarterly Premium Reports** – The insurance carrier shall submit a written quarterly premium report in duplicate to the contracting officer, seven working days after the completion of each quarter.

C.3.1.1. The quarterly premium report shall include a narrative statement reflecting major activities and accomplishments, problem areas, and shall include the following information:

- a. Name of each CCA contractor
- b. CCA Contract Number
- c. DBA insurance carrier’s policy number
- d. Listing by contractor of the total premium paid for the quarter
- e. Listing by contractor of the total premium paid to date

C.3.2. **Semi-Annual/Loss Experience Report** – The insurance carrier shall submit a written semi-annual/loss experience report in duplicate to the contracting officer, seven working days at the completion of the first 6 months and at the completion of the second 6 months contract period.

C.3.2.1. The Semi-annual/loss experience report shall include the following information:

- a. Name of CCA Contractor
- b. Name of Claimant
- c. CCA Contract Number
- d. Policy Number
- e. Nature (Injury or Death) and date of loss
- f. Claim amount for each individual loss (amount paid to date and amount held in reserve)
- g. Total loss experience for previous six month period (loss summary should identify nature of each loss, whether loss is medical claim or accident claim)
- h. Nationality of individual

C.3.3. **Annual Loss Experience Report** – The insurance carrier shall submit a written annual loss experience report in duplicate to the contracting officer at the completion of the contract period.

The annual loss experience report shall include the following information:

- a. Name of each contractor
- b. CCA Contract Number
- c. Policy number
- d. Listing by contractor of the nature and date of loss
- e. Listing by contractor of the total claim amount for each individual loss (amount paid to date and amount held in reserve) (listing should reflect adjustments premiums and reserves)
- f. Total loss to date

C.3.4. **War Hazard Report** – The insurance carrier shall submit a (quarterly, semi-annual, annual) War Hazard Report to the contracting officer seven working days at the completion of each Quarter, the first 6 months and at the completion of the second 6 months contract period.

ORDERING AND PAYMENT

Ordering:

1. Definition – for purposes of the “requirements” nature of this contract, Government orders will be deemed to have been placed at the time that covered contracts and/or modifications as for actual placement of orders for DBA coverage.
2. All actual orders for DBA Insurance will be placed directly by the U.S. Army Corps of Engineers contractors. The Government will not guarantee the purchase from the contractor of any minimum quantity of coverage hereunder. The Insurance Carrier shall accept any order placed against this contract during its effective period, and notwithstanding any other clause of this contract, all DBA Insurance orders shall remain in full force and effect for their term, regardless of length, and furthermore, the Insurance Carrier shall be required to provide the coverage.

Payment:

DBA Insurance premiums will be paid by the U.S. Army Corps of Engineers contractors, CENTCOM Contracting Command (C-3) contractors or the 408th CSB contractors, or any subordinate subcontractors in accordance with standard commercial practice. The Government will not be responsible for any DBA Insurance premium payments.