

2010

Joint Contracting Command Iraq/Afghanistan

Acquisition Instruction

6 Jan 2010

BG Camille M. Nichols, USA
Commanding



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PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM

SUBPART 1.3 – AGENCY ACQUISITION REGULATIONS

1.301-100 Policy.

This Acquisition Instruction (AI) establishes local contracting procedures for the Joint Contracting Command-Iraq/Afghanistan (JCC-I/A). The AI is issued pursuant to Army Federal Acquisition Regulation Supplement (AFARS) 5101.304 and provides internal guidance, including designations and delegations of authority, assignments of responsibilities, work-flow procedures, and internal reporting requirements. It contains procedures that are required by regulation to be established by the Head of Contracting Activity (HCA); procedures that implement policies; and procedures necessary to ensure that business practices are consistent throughout JCC-I/A. The format of the AI closely follows the FAR numbering system. Deviation from or exception to this policy requires prior, written approval of the responsible Principal Assistant Responsible for Contracting (PARC).

1.302-100 Limitations.

JCC-I/A procurement authority is subject to the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Supplement (DFARS), and the AFARS. The intent of this document is to provide theater-specific requirements, guidelines and recommendations. Changes to this instruction may be published as Interim Procurement Directives (IPD), effective until formal incorporation into the AI, rescission, cancelation or expiration. The JCC-I/A Operations Officer (J3) is responsible to maintain the AI. J3 shall coordinate policy with the Principal Assistants Responsible for Contracting in Iraq and Afghanistan (PARC-I and PARC-A, respectively). Recommendations for changes, additions, and deletions to the AI are encouraged and should be submitted to the J3.

SUBPART 1.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES

1.602-100 Contracting officers.

Contracting Officers will be appointed by the responsible PARC. Contracting Officers shall ensure that no contract is entered into unless all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met.

1.602-101 Authority.

Regional Contracting Center (RCC)/Division Chiefs shall request Contracting Officer warrants for their staffs by submitting warrant applications to their responsible PARC. A Warrant Application form is provided in Part 53 of this document. Applicants must provide sufficient documentation with the application to demonstrate DAWIA and training requirements have been met. In accordance with the Contracting Officer Warrant Certificate of Appointment, appointments are effective as long as the appointee is assigned to the JCC-I/A. Since JCC-I/A appointments provide

for automatic termination, termination letters, as prescribed in FAR 1.603-4, will not normally be issued.

1.602-102 Procurement document review procedures.

(a) Contracting actions shall be reviewed and approved in accordance with the JCC-I/A Coordination and Approval Thresholds matrix, which is provided as Appendix 1 to this document. Reviewers shall use the Contracting Document Review Sheet, which is provided on the JCC-I/A training website, for all reviews, including peer reviews. All completed review sheets shall be retained in the contract file.

(b) Contract actions from $\$25K \leq \$750K$ shall have a peer review prior to execution. Peer reviews shall be performed by a Government (civilian or military) Contracting Officer.

(c) All contract actions $\geq \$750K$ shall have a policy and legal review. All review requests shall include all relevant supporting documentation.

(d) Termination actions of any amount, including no-cost settlements, shall have a policy and legal review.

(e) Contract actions addressing scope and/or threshold, cure notices, show cause notices and all claims of any amount submitted under the Disputes clause shall receive a Policy and Legal review, regardless of dollar value.

(f) Procurement review requests should be emailed to:

Iraq: JCCIA@yahoo.com.

Afghanistan: BGRMPARC-A@afghan.swa.army.mil

(g) All review requests shall include all relevant supporting documentation. See the “Policy and Legal Review checklist” which is provided on the JCCS website and JCC I/A training website.

(h) All procurements with an estimated value of \$50M or more will be approved by a Solicitation Review Board (SRB) and a Contract Review Board (CRB), in accordance with ASA(ALT) memorandum, Peer Reviews of Contracts for Supplies and Services, dated 31 December 2008 and the Charter for the JCC-I/A Solicitation and Contract Review Board, dated 29 May 2009 which can be found on the JCC-I/A training website.

(1) SRB/CRB review requirements are applicable to all contracts, including the exercise of options and award of delivery/task orders.

(2) The purpose of the SRB/CRB review requirements is to review and assess the pre-solicitation, solicitation and contract documents for consistency, sufficiency, compliance and application of sound business practices.

(3) The SRB/CRB will verify that the procurement represents an overall good value to the Government and appropriate obligation of taxpayer funds.

(4) The PARC will chair the SRB/CRB for actions with an estimated value of \$50M < \$250M. The HCA will chair the SRB/CRB for actions with an estimated value of \$250M < \$1B.

(i) Post-award peer reviews for contracts <\$1B will be conducted for service contracts that were approved by an Army Services Strategy Panel (ASSP) in accordance with ASA(ALT) memorandum, Peer Reviews of Contracts for Supplies and Services, dated 31 December 2008.

1.602-103 Ratification of unauthorized commitments.

(a) Ratifications shall be processed in accordance with the JCC-I/A Coordination and Approval Thresholds matrix which is provided as Appendix 1 to this document

(b) Contracting Officers shall make reasonable efforts to contact and obtain written factual statements from redeployed personnel responsible for, or who have knowledge of the facts and circumstances of, unauthorized commitments.

(c) Contracting Officers shall complete the JCC-I/A Ratification form, which is available on the JCCS website and JCC I/A training website, and forward it with all pertinent supporting documentation to CJA for legal review. CJA shall render an opinion as to the legal sufficiency of the ratification action and forward to the Office of the PARC (OPARC) for approval at the appropriate management level.

SUBPART 1.10 – OMBUDSMAN PROGRAM

1.1000-100 Purpose

The purpose of the JCC-I/A ombudsman program is to foster communication between government and industry. The primary function of the ombudsman is to hear concerns about specific issues in acquisitions, to communicate these concerns to senior management personnel responsible for oversight and to assist in the resolution of the concerns.

1.1000-200 Policy

(a) The HCA shall appoint an experienced senior official who is independent of the contracting officer and program manager as the ombudsman in their AOR.

(b) The ombudsman will have the authority to call upon other resources of the activity to assist in resolving acquisition issues or concerns (e.g. administrative support, independent review teams).

(c) Contracting officers shall identify the ombudsman in the initial announcement of the acquisition as well as in the draft and final RFP.

(d) The ombudsman shall:

- (1) Support acquisition personnel in the resolution of issues or concerns raised by interested parties;
 - (2) Act in a manner that does not compromise the interested party and, if requested, maintain anonymity of the parties.
 - (3) Avoid any appearance of usurping normal procurement authority (e.g., program manager, contracting officer, and source selection authority);
 - (4) Ensure all affected or knowledgeable offices and officials are consulted as part of any resolution process;
 - (5) Inform the commander, as required, of issues raised and actions taken;
 - (6) Review complaints relative to multiple-award task and delivery order contracts awarded under [10 U.S.C. 2304a\(d\)\(1\)\(B\)](#) or [2304b\(e\)](#) to ensure that all contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with the procedures in the contract;
 - (7) Consistent with security requirements, have access to the appropriate offices and be allowed to collect all facts relevant to the resolution of issues raised by interested parties. Ombudsmen are granted access to proprietary information. Source selection information must be obtained through the source selection authority.
- (e) The Ombudsman Program does not replace the agency level protest, GAO bid protest or disputes processes.
- (f) The JCC I/A ombudsman is the Chief of Policy / Deputy Director of Operations (J3), who may take action to assist in resolving issues, concerns, disagreements, and recommendations that cannot be resolved at the PARC level.
- (g) Government personnel may use the Ombudsman Program as a way to express concerns about an acquisition.

1.1000-300 Solicitation provision and contract clause

JCC-I/A clause 952.201-0001, Ombudsman, shall be inserted in all solicitations (including draft solicitations) and contracts.

PART 2 – RESERVED

PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

SUBPART 3.1 – SAFEGUARDS

3.104-100 Ethical considerations.

The Command Judge Advocate (CJA) is the Ethics Advisor for both Iraq and Afghanistan.

Issues related to Iraq should be directed to:

[JCC IA CJA IRAQ@iraq.centcom.mil](mailto:JCC_IA_CJA_IRAQ@iraq.centcom.mil), or DSN 318-239-8152.

Issues related to Afghanistan should be directed to:

BGRMPARC-ALEGAL@afghan.swa.army.mil, or DSN 318-481-6105.

3.104-101 General.

(a) All military and Government employees shall be familiar with the Joint Ethics Regulation, DOD 5500.7-R. Briefly stated, a Government employee has a responsibility to uphold the public's trust in the U.S. Government. Government employees are held to a higher standard than private industry and must ensure their actions are fair to all contracting parties.

(b) Procurement officials are a special category of Government employee. Contracting Officers must exercise substantial discretion and sound judgment in their procurement roles. There are specific statutes and regulations that, among other things, require Contracting Officers to complete annual ethics training and file financial disclosure reports.

(c) All JCC I/A personnel shall complete the current Newcomers Ethics Training module located at <http://www.jcci-training.net/customer.asp> on the JCC I/A training website within 30 days of arrival. All JCC I/A personnel, except personnel performing strictly administrative functions, shall also complete an OGE Form 450. A copy of the training completion certificate and if applicable, the original OGE Form 450 shall be submitted to the RCC Chief for forwarding to the Ethics Advisor located in the respective PARC office.

(1) No later than 20 January of each calendar year, all JCC I/A employees shall complete the current Ethics training module located at http://www.dod.mil/dodgc.defense_ethics. All JCC I/A personnel, except personnel performing strictly administrative functions, shall also complete an OGE Form 450. A copy of the training completion certificate and, if applicable, the original OGE Form 450 shall be submitted to the RCC Chief for forwarding to the Ethics Advisor located in the respective PARC office.

(d) The following acts are prohibited:

(1) Promises, offers or gifts to a military member, civilian employee or other person having official duties, something of value with the intent of influencing an official act;

- (2) Direct or indirect demands, solicitation, receipt, acceptance or agreements to receive anything of value by any government employee or other person having official duties, in return for performing any official act;
- (3) Direct or indirect solicitation of a gift from a contractor or other prohibited source by a government employee or other person having official duties;
- (4) Gifts, offers of gifts, cash or other financial interests, such as stocks, bonds or futures, to a Government employee or other person having official duties, from a contractor, or other prohibited source; or
- (5) Bribery, fraud, waste and abuse at any level within the organization.

(e) Report prohibited acts immediately through the chain of command to the PARC, the J3, and Ethics Advisor. Use the Commander's Critical Information Requirements (CCIR) report form and send report via e-mail, if available. Include the specifics detailed in AFARS 5103.203. Instructions regarding completing CCIR reports are included in SOP #10-01, Div/RCC Operations.

(f) During annual ethics training JCC-I/A employees shall familiarize themselves with statutes and legal authorities as they relate to post government employment. JCC-I/A employees (military and civilian) will consult with the CJA prior to engaging in any discussions involving post government employment.

SUBPART 3.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL

3.201-100 Applicability.

- (a) Should a contractor or other prohibited source offer or give a Government employee or other person having official JCC-I/A duties, any gift, except for a perishable item, that person shall immediately report the offer or gift to their immediate supervisor and ensure the JCC-I/A Ethics Advisor is notified immediately.
- (b) Should a Government employee or other person having official JCC-I/A duties have any questions or doubts about a gift, gratuity or bribery issue, they should contact the JCC-I/A Ethics Advisor. The attorney-client privilege and the attorney-client confidentiality provisions do not apply to communications to an attorney working as an ethics counselor.
- (c) Any employee, including contractor support employees regardless of their company's policies, are prohibited from accepting a gift of any value from a contractor, potential contractor, or other outside party without prior coordination with the JCC-I/A Ethics Advisor. Contractor employees should elevate ethics issues and concerns to their management for coordination through their company's Government Contracting Officer.

PART 4 – ADMINISTRATIVE MATTERS

SUBPART 4.5 – ELECTRONIC COMMERCE IN CONTRACTING

4.501-100 Joint Contingency Contracting System (JCCS)

(a) JCC-I/A uses the JCCS website to:

- (1) provide a local vendor database;
- (2) vet non-U.S. companies;
- (3) locally advertise solicitations; and
- (4) post Command information, including manuals and documents.

(b) Solicitations posted on the JCCS website can be accessed at the following link:

<https://www.jccs.gov/>

(c) It is imperative that vendor information be complete and accurate to facilitate efficient contractor vetting.

(d) Usernames and passwords for JCC-I/A employees can be obtained from the HQ JCC-I/A JCCS support team at:

JCCIA-ACTT@iraq.centcom.mil;
(318) 822-9217 (DSN)

4.502-100 Army Single Face to Industry (ASFI)

(a) IAW AFARS 5104.502 all contracting offices will post all solicitations to the Army Single Face to Industry (ASFI) Acquisition Business website at <https://acquisition.army.mil/asfi/>. ASFI interfaces with Federal Business Opportunities (FEDBIZOPPS) and therefore satisfies the requirement to post on the government wide point of entry.

SUBPART 4.8 – GOVERNMENT CONTRACT FILES

4.802-100 Contract files.

Contracting Officers shall utilize the standard Army File Index, which is located on the JCC –I/A training website.

4.804-100 Closeout of contract files.

(a) The JCC-I/A Contract Closeout Task Force Office (CCTFO) has been established in San Antonio, Texas to closeout and archive JCC-I/A contracts.

(b) Closeout and archiving of JCC-I/A contract files will be accomplished in accordance with the following guidance:

- (1) Any contract files with a completion date within FY 2009 or later, shall be closed out in theater and subsequently shipped to CCTFO for retention.
- (2) Contract files with a completion date prior to FY 2009 and which will not meet the requisite retention periods specified in FAR 4.805 prior to December 31, 2009, shall be shipped to CCTFO. Closed contract files that have met requisite retention periods, shall not be destroyed.
- (3) All contracts shipped to CCTFO shall include a CCTFO Checklist, which is available on the JCC-I/A training website.

(c) The aforementioned procedures are also applicable to Commanders Emergency Response Program (CERP) contracts \$500K and above. These contracts will go through the normal closeout procedures, to include closeout in PD2 and have a retention period of 6 years and 3 months IAW FAR 4.805. Additionally, for SF44 actions, the CCTF checklist is not required. Instead, SF44s shall be itemized by Order Number on a separate list and the list shall accompany the SF44s to CCTFO for retention. SF44 transactions have a 3-year retention period following payment for purchases under the Simplified Acquisition Threshold (SAT) (\$1M for transactions awarded and performed outside the U.S.).

(d) Shipping Process.

- (1) Upon completion of a firm-fixed price contract, items 1 through 5 of the CCTFO Checklist are to be electronically completed and saved to the respective hard-copy and electronic contract folders.
- (2) Segregate hard-copy files, based on the following criteria:
 - (i) Contract is closed (i.e.: completed DD1594) or open.
 - (ii) Fiscal year of contract award.
 - (iii) Contract instrument type (9th position of PIIN).
 - (iv) Alpha/numeric filing by last four of contract number (lowest to highest).
- (3) Complete items 6 through 8 of the CCTFO Checklist, sorting and packing in accordance with contract instrument type and status (open or closed).
- (4) A hard copy of the completed CCTFO Checklist shall be placed in the respective file destined for the CCTFO.
- (5) Complete the CCTFO Tracker electronically and place a hard-copy in the respective shipping box.

(6) Seal and label shipping boxes with the pre-printed/pre-paid labels and affix a U.S. Postal Service (USPS) Delivery Confirmation tracking label to the exterior of each box.

(7) Ship boxes using USPS Priority Mail and upon mailing, e-mail the latest CCTFO Tracker to both CCTFO@conus.army.mil and jason.neal2@us.army.mil.

(e) In the event inquiries occur from vendors, payment offices, or investigators, the CCTFO has established a group e-mail to handle these inquiries in a timely manner. Send an e-mail or provide the requester the following address and POC: CCTFO@conus.army.mil and jason.neal2@us.army.mil. The CCTFO has developed a database that registers received files. If the files were shipped at least two months in advance of the inquiry, the CCTFO will only require the contract number. In the event the shipment was recent, the following details will be required: Contract Number, approximate date of shipment, location it was shipped from and any other pertinent details of the inquiry.

(f) The following list includes cost reimbursable contracts that were awarded by the original Coalition Provision Authority (CPA) and then transferred to JCC-I/A for administration. These contracts are nearing closeout and DCMA SE has accepted responsibility. DCMA SE has "overall" administration and must have all of the basic files except the ones that JCC-I/A has active task order administration. JCC-I/A shall work with the DCMA SE to retain partial administration. Contact info for DCMA SE is as follows: DSN: 314-336-2071 / COMM: 011-49-611-816-2071 / Cell: 011-49-160-9390-9756.

(1) Ship all of the files listed below to DCMA SE, not the CCTFO. For the following contracts, use the below address on labels and send postage paid certified mail receipt requested to the following address:

DCMA-SE
 Team Leader, Reachback Closeout
 CMR 410 Box 761
 APO AE 09049

07PJ4	Kellogg Brown & Root	W9126G04D0001	0002, 0005, 0007, 0008, 0009, 0011, thru 0017, 0020, 0021, 0026, 0028 thru 0030
3G3Y8	Parsons Iraq Joint Venture	W9126G04D0002	001 thru 0022
3MLX5	Fluor AMEC	W914NS04D0003	0001, 0002, 0004 thru 0006
3GSQ0	Lucent Technologies	W914NS04D0005	0001 thru 0006
1R1K2	Parsons Delaware (Global)	W914NS04D0006	0001, 0002, 0005, 0007, 0010, 0014
3X6H5	Washington International	W914NS04D0007	001, 0004 thru 0017

3MLX5	Fluor AMEC	W914NS04D0008	0001, 0003, 0008 thru 0012
1R1K2	Parsons Delaware (Global)	W914NS04D0009	0001 thru 0003, 0005, 0010, 0011, 0012 0014, 0021, 0032, 0034, 0036, 0050, 0052, 0054 thru 0056
3ZPC0	Washington International	W914NS04D0010	0001 thru 0009, 0011 thru 0019,
3MLX5	Fluor AMEC	W914NS04D0022	0001, 0003 and 0004
3Q0KD	AECOM	W914NS04C0001	
3QGH3	CH2MHill/Parsons	W914NS04C0003	
3QVF3	Berger URS	W914NS04C0004	
3QVF3	Berger URS	W914NS04C0005	
3QVF3	Berger URS	W914NS04C0006	
KCN19	Foster Wheeler	W914NS04C0007	
KCNJ2	Aegis Defence Services Limited	W911SO04C0003 W91GDW08C4003	
3ZPC0	Washington International	W91GXY06C0066	
3MPJ5	Parsons Electrical & Chemical International & Parsons Brinckerhoff Joint Venture	W914NS04C0002	

SUBPART 4.15 – UNIFORM PROCUREMENT INSTRUMENT NUMBERS

4.1500-100 DoDAACs and DoD ordering codes.

Department of Defense Activity Address Codes (DoDAAC) and DoD Ordering Codes are as stated in Appendix 2 of this document.

PART 5 – PUBLICIZING CONTRACT ACTIONS

SUBPART 5.1 - DISSEMINATION OF INFORMATION

5.101-100 Methods of disseminating information.

(a) In accordance with AFARs 5104.502, all contracting offices will post all solicitations to the Army Single Face to Industry (ASFI) Acquisition Business website (<https://acquisition.army.mil/asfi/>). ASFI provides industry partners with a single Army entry point and a simplified method for conducting new business opportunities searches. ASFI sends data to the Department of Defense (DoD) Business Opportunities website (<http://www.dodbusopps.com/>). Consequently, vendor search capabilities improve across the entire DoD. In addition, the Federal Business Opportunities (FedBizOpps - FBO) website (<http://www.fedbizopps.gov/>) is designated as the electronic government wide entry point for information on government contracts over \$25,000. All qualifying notices and access to solicitations shall be posted to the FBO website.

(b) Under certain conditions, FAR 5.202(a)(12) authorizes Contracting Officers to solicit only local sources instead of synopsis on FBO via ASFI if the proposed contract will be awarded and performed outside the U.S., if there is adequate competition in the geographic area and only local sources will be solicited. Contracting Officers shall utilize the JCCS database to help determine whether adequate local competition can be anticipated. Contracting Officers shall continue to utilize JCCS, bid boards or other local posting sites to solicit competition.

(c) The authority to utilize local dissemination methods, other than the GPE, does not preclude the requirement to obtain full and open competition, in accordance with FAR Part 6. Contracting Officers, with certain limited exception, shall promote and provide for full and open competition in soliciting offers and awarding Government contracts.

(d) Solicitations for commodities included on the list of end products subject to trade agreements in DFARS 225.401-70, shall be posted on ASFI and JCCS. Trade Agreement Acts do not apply when limiting competition for urgent and compelling reasons pursuant to FAR 6.302-2.

5.101-101 Review of public postings and Congressional notifications.

(a) All public notices to be posted on ASFI, FBO, JCCS, or any Congressional notification, regarding any service, construction or supply procurements in excess of \$1M and all required Congressional notifications, shall be approved by the responsible PARC prior to issuance. In addition, procurements of any value for all services, construction and supplies that could be considered controversial shall be approved in advance of posting. Covered services procurements would include, but not be limited, to information gathering, production and dissemination; public affairs; messaging; media operations; strategic communication; psychological operations; security; and detainee related services. Covered construction procurements would include, but not be limited to, internment facilities and reintegration

centers. Covered supply procurements would include, but not be limited to, weapons and ammunition.

(b) Email the text of proposed postings to the responsible PARC office a minimum of 3 calendar days prior to the planned posting. The PARCs will determine whether further command-level review is required. Approval to post will be provided by email, which shall be retained in the contract file.

SUBPART 5.3 - SYNOPSES OF CONTRACT AWARDS

5.303-100 Announcement of contract awards.

(a) The safety of the host nation contractors and their employees is extremely important. JCC-I/A has determined there may be significant security risks to local national contractors if they are disclosed as U.S. contractors. Names of contractors will be released only after obtaining written approval from the PARC following consultation with CJA.

(1) Contracting officers shall withhold the name of successful host nation offerors when notifying unsuccessful offerors of a contract award IAW FAR 15.503(b) or when debriefing unsuccessful offerors IAW FAR 15.506(d).

(2) Public notices shall refer to local national contractors as “Local National Contractor” in lieu of using company names.

(b) Notification to Congress prior to making awards greater than \$5.5M is required only if award is being made to a U.S. contractor or to a joint venture that includes a U.S. contractor.

5.403-100 Requests from members of Congress.

JCC-I/A does not respond directly to Congressional inquiries. Congressional inquiries received directly from Congress, or other source, shall be forwarded to the JCC-I/A Deputy Chief of Staff (DCOS) who will serve as the action officer.

PART 6 – COMPETITION REQUIREMENTS

SUBPART 6.3 OTHER THAN FULL AND OPEN COMPETITION

6.303-100 Justifications.

(a) Justification and Approval's (J&A) for Other than Full and Open Competition shall follow the format specified in AFARS 5153.9005. The total contract value, including all options, determines the approval level. A J&A shall be prepared for any proposed out of scope contract modification. Consult PARC policy and CJA regarding scope determinations. These actions require policy and JA review regardless of dollar value.

(b) When citing the authority of FAR 6.302-1, "Only One Responsible Source", the notice of intent shall be posted on FBO.

(c) Public disclosure of J&A documents after award.

(1) FAR 6.305 requires Contracting Officers to post J&A documents on FBO not later than 14 days after award, 30 days if the authority cited is 6.302-2, "Unusual and Compelling Urgency." J&As for commercial actions (sole source or brand name) approved under the authority of FAR 13.501, Commercial Item Test Program, are not subject to this requirement. All acquisitions subject to the authority of FAR 13 are exempt from the requirements of FAR Part 6. See FAR 6.305, for further guidance.

(2) Contracting Officers shall review each J&A carefully for proprietary contractor data or other information not subject to disclosure under FOIA. In accordance with 10 U.S.C §2304(c)(6), posting of J&As using the National Security exception are exempt from this after-award posting requirement, as disclosure of the agency's needs, by definition would compromise national security. Contracting Officers are encouraged to seek additional guidance from CJA as necessary.

(3) The General Service Administration (GSA) has developed instructions for posting J&As to FBO which can be found at the FBO website under Frequently Asked Questions #13.

(4) In accordance with OUSD (Procurement) memorandum dated 13 February 2009, Public Disclosure of Justification and Approval (J&A) Documents for Noncompetitive Contracts, all components posting notices directly to FBO shall amend the corresponding J&A to the pre-existing notice as an attachment in FBO. It is required that the document file name and name for which the file is given as it is located in FBO, identically match one another. In order to maintain consistency, Contracting Officers shall preface the J&A description to the document file name and title of the attachment posted to FBO (e.g. "J&A6.302-1c: INSERT_NOTICE_NUMBER_HERE").

PART 7 – ACQUISITION PLANNING

SUBPART 7.1 - ACQUISITION PLANS

7.102-100 Policy.

Acquisition planning, either formal or informal, is important for every procurement as it provides documentation of the rationale for the selected procurement method and contract type.

Acquisition plans shall be reviewed in accordance with the JCC-I/A Coordination and Approval Thresholds matrix, which is provided as Appendix 1 to this document.

SUBPART 7.4 - EQUIPMENT LEASE OR PURCHASE

7.401-100 Equipment and vehicle lease or purchase.

(a) Purchase of Non-Tactical Vehicles (NTV) is prohibited for Iraq, therefore, the Lease/Purchase Analysis is not required; however, approval to lease NTVs is still required from the USF-I Chief of Staff.

(b) Purchase of NTVs in Afghanistan still require a preliminary lease versus purchase analysis prior to executing any lease or purchase contract for more than 60 days. A sample Lease/Purchase Analysis is available on JCCS and JCC-I/A training website.

(c) See AI 28.307-100 regarding Government liability for NTV's.

(d) DFARS 207.470 requires a written determination approved by the HCA before making, extending, or renewing a lease contract for a term of 18 months or more.

PART 8 – RESERVED

PART 9 – CONTRACTOR QUALIFICATIONS

SUBPART 9.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS

9.105-100 Determinations and documentation.

- (a) Contracting Officers shall take all practicable steps to ensure the award of all contracts to responsible contractors, as described in FAR Subpart 9.1.
- (b) FAR standards apply to any prospective contractors located in the U.S., or elsewhere, unless application of the requirements would be inconsistent with the laws or customs where the prospective contractor is located.
- (c) Contracting Officers shall seek guidance from CJA prior to determining any proposer as “not responsible”.
- (d) Contracting Officers shall document the contract file with a summary of their responsibility determination and all supporting documentation.
- (e) General standards for determining responsibility are described in FAR 9.104-1, and include the following elements:
 - (1) Adequate Financial Resources: Contractors should be determined to have or be able to obtain adequate financial resources to perform the contract. This can be accomplished by examining financial statements; contacting financial institutions with whom contractors have banking relationships; obtaining business information from commercial sources, such as Dun & Bradstreet.
 - (2) Ability to comply with delivery or performance schedules: Obtain relevant information about all existing commercial and government business commitments by requesting the information from proposed awardees.
 - (3) Satisfactory Performance Record: If past performance is used as a source selection evaluation factor, the proposal team’s evaluation may be able to be used for the Contracting Officer’s responsibility determination, but should be validated or supplemented as needed. CPARS, other local databases documenting contractor performance and pre-award questionnaires should be used to obtain past performance information. A sample responsibility questionnaire is available on the JCCS and JCC-I/A training website.
 - (4) Integrity & Business Ethics: Contracting Officers shall verify the Excluded Parties List System (EPLS) to ensure prospective awardees are not prohibited from being awarded Government contracts.

PARTS 10 through 12 – RESERVED

PART 13 – SIMPLIFIED ACQUISITION PROCEDURES

SUBPART 13.1 – PROCEDURES

13.106-100 Required approvals.

Contracting Officers shall obtain written PARC concurrence prior to using any best value source selection technique, for procurements at any dollar value, other than selecting the offeror who demonstrates it can meet the minimum requirements at the lowest price.

SUBPART 13.3 - SIMPLIFIED ACQUISITION METHODS

13.301-100 Government-wide commercial purchase card (GPC).

Reference AFARS 5113.270-90 for Government Purchase Card (GPC) policy and procedures and the Department of Defense Charge Card Guidebook for Establishing and Managing Purchase, Travel, and Fuel Card Programs (19 Aug 2008), which can be accessed at:
http://www.acq.osd.mil/dpap/pdi/pc/docs/dod_charge_card_guide_20080819.doc.

13.306-100 SF 44, Purchase Order –Invoice-Voucher.

(a) PARC-I SOP #09-02, Field Ordering Officer Procedures and USF-I Money as a Weapons System (MAAWS) guidebook dated 26 Jan 2009 (Change 2) for Iraq, provides guidance regarding the processes and procedures related to FOOs in Iraq. Local processes, limitations and restrictions often vary and are outlined in local training required to be conducted at the Division/RCC offices. Field Ordering Officers (FOO) may be appointed by Division/RCC Chiefs under USF-I Command authority for Iraq to make “over-the-counter” purchases up to \$25K (local thresholds may vary) from local vendors for supplies, services and construction using Standard Form (SF) 44s. They provide combatant commanders with the ability to make local purchases, quickly and directly, to responsively support their missions

(b) PARC-A SOP dated 21 Oct 09, Field Ordering Officer Procedures and MAAWS-A USFOR-A Publication 1-06 dated 15 May 2009 for Afghanistan, provides guidance regarding the processes and procedures related to FOOs in Afghanistan. Local processes, limitations and restrictions often vary and are outlined in local training required to be conducted at the Division/RCC offices. Field Ordering Officers (FOO) may be appointed by Division/RCC Chiefs under USFOR-A Command authority for Afghanistan to make “over-the-counter” purchases up to \$25K (local thresholds may vary) from local vendors for supplies, services and construction using Standard Form (SF) 44s. They provide combatant commanders with the ability to make local purchases, quickly and directly, to responsively support their missions.

SUBPART 13.5 – TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS

13.500-100 Simplified acquisition threshold for the test program.

The simplified procedures allowed by FAR 13.5, Test Program for Certain Commercial Items, may be used to acquire supplies and services in amounts greater than the simplified acquisition threshold (\$1M) but not exceeding \$11M (FAR 13.500(e)). The Contracting Officer shall document the file with a brief description of the procedures to be used, including the fact that the test procedures in FAR Part 13.5 were used. The Contracting Officer shall prepare a determination of commerciality for any commercial item acquisition expected to exceed \$1M as required by DFARS 212.101-2. Acquisitions greater than \$1M using the commercial item test program authority in FAR 13.5 are not exempt.

PART 14 – RESERVED

PART 15 – CONTRACTING BY NEGOTIATION

SUBPART 15.1 – SOURCE SELECTION PROCESSES AND TECHNIQUES

15.100-100 Army Source Selection Manual.

Although contingency contracting is specifically exempt from use of the Army Source Selection Manual, it shall be used as general guidance for source selections. It can be found as Appendix AA to the AFARS at:

https://www.alt.army.mil/portal/page/portal/oasaalt/documents/ASSM_final_022609.pdf.

15.101-100 Best value continuum.

Contracting Officers shall use a tradeoff or lowest price technically acceptable (LPTA) process for all source selections advertised locally for supplies, services and construction not using the simplified acquisition procedures of FAR 13.106. The costs and benefits of using the more complicated tradeoff process rather than LPTA, along with prospective offerors' ability to understand and effectively respond to more complicated evaluation criteria, should be carefully considered. Contracting Officers shall obtain written PARC concurrence prior to using the trade-off source selection technique described in FAR Subpart 15.3, for procurements at any dollar value, other than LPTA, as described in FAR 15.101-2.

SUBPART 15.4 – CONTRACT PRICING

15.406-100 Pre-negotiation objectives.

Prior to negotiation of any non-competitive (sole source) action above the SAT (to include the Test Program for Certain Commercial Items, FAR 13.5), establish and document the pre-negotiation objectives in a Pre-Negotiation Objective Memorandum (POM).

15.406-200 Documenting the negotiation.

A Price Negotiation Memorandum (PNM) shall be used to document the results of negotiations, in compliance with AFARS 5115.406-3. The PNM shall be provided with the proposed contract award when the contract action is subject to OPARC and legal review.

SUBPART 15.6 – UNSOLICITED PROPOSALS

15.606-100 Agency procedures.

(a) Contracting Officers shall, as soon as practicable following receipt, notify OPARC of the receipt of any Unsolicited Proposal (UP). OPARC shall log in and assign control numbers for all

UPs. The PARC will assign a UP Coordinator (UPC) who will manage the UP from receipt to disposition.

- (b) UPs shall be processed in accordance with Department of Army (DA) Pamphlet 70-3, Appendix XVIII, Unsolicited Proposals (http://www.apd.army.mil/pdf/Files/p70_3.pdf).
- (c) Contracting Officers shall review UPs in accordance with FAR 15.603 and 15.605 and provide UP Coordinators an initial assessment of the validity and completeness of the submission.
- (d) UPCs shall notify UP submitters of receipt of their proposals within 10 calendar days of receipt and return any submissions if determined to not be valid UPs.
- (e) UPCs shall request technical evaluations of all apparently valid UPs, from appropriate, qualified, technical specialists. Technical evaluators shall be Government employees and shall be instructed to treat all proposals as “business sensitive” to preclude any inappropriate disclosure of proprietary technical or business information provided by the submitter, in accordance with FAR 15.608 and 15.609.
- (f) Evaluations shall be completed and submitters notified of the results of the Government’s evaluation, within 90 calendar days of receipt of the UP.
- (g) Contracting Officers may utilize the “Other than Full and Open Competition” contracting exception under FAR 6.302-1 to award a sole source contract for accepted UPs.
- (h) Rejected UPs may be returned to submitters if requested, however a file copy shall be retained by the responsible PARC’s office.

PART 16 – TYPES OF CONTRACTS

SUBPART 16.5 – INDEFINITE DELIVERY CONTRACTS

16.505-100 Ordering.

(a) JCC-I/A clause 952.201-0001, Ombudsman, shall be included in all multiple award IDIQ contracts.

(b) JCC-I/A clause 952.216-0001, Fair Opportunity for Multiple Award ID/IQ Contracts, shall be included in all multiple award IDIQ contracts.

16.507-100 Increase in contract ceilings.

(a) The key test for Competition in Contracting Act (CICA) applicability that must be applied to any contractual growth situations is whether there is a material difference between the modified contract and the contract that was originally awarded.

(b) In making this determination, Contracting Officers should consider changes in: (1) type of work; (2) performance period; (3) costs; (4) whether the original contract advised offerors of the potential for change; and (5) whether the modification would reasonably have been anticipated at the time of award. These considerations prohibit application of a hard and fast standard or percentage; rather, subjective standards must be applied to the facts of each particular instance.

(c) A common rule of thumb of about 25% for cost growth is often applied for the purpose of determining whether a change related to an increase in cost, in excess of the original contract price, is within the scope of a contract.

(d) Any out of scope change is required to be supported by a J&A for Other than Full and Open Competition in accordance with FAR Subpart 6.3 and the publication requirements of FAR 5.201.

PART 17 – SPECIAL CONTRACTING METHODS

SUBPART 17.3 – UNDEFINITIZED CONTRACT ACTIONS

17.300-100 Undefined Contract Actions.

Refer to DFARS Subpart 217.74 for guidance regarding Undefined Contract Actions (UCA). Unilateral change orders issued pursuant to the authority of FAR Changes clauses (52.243-1, 52.243-2, 52.243-3, or 52.243-4) are not UCAs; however, the policy for definitizing price and time should follow DFARS 217.7402 to the extent practicable. This does not apply to modifications to contracts awarded using FAR Part 12, Commercial Item Acquisition, as commercial item contracts cannot be unilaterally modified.

PART 18 – RESERVED

PART 19 – SMALL BUSINESS PROGRAMS

SUBPART 19.2 - POLICIES

19.200-100 Small Business programs.

(a) FAR Part 19 does generally not apply to acquisitions in Iraq or Afghanistan. However, Contracting Officers are not precluded from offering acquisitions under the 8(a) program. The procedures described in FAR 19.8 and DFARS 219.8 shall be followed if the contracting officer determines that use of the SBA 8(a) program is advantageous to the Government.

(b) FAR Subpart 19.6, Certificates of Competency and Determinations of Responsibility, applies to acquisitions in Iraq and Afghanistan for U.S. firms only. If a Contracting Officer makes a determination that a U.S. small business offeror is non-responsible, it must be referred to the appropriate Small Business Administration regional office for a final determination, in accordance with procedures at FAR 19.602-1.

PART 20 & 21 – RESERVED

PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

SUBPART 22.17 – COMBATING TRAFFICKING IN PERSONS

22.1705-100 Contract clause.

JCC-I/A clause 952.222-0001, Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, shall be included in all services or construction contracts which require performance in Iraq or Afghanistan.

**PART 23 – ENVIRONMENT, CONSERVATION, OCCUPATIONAL SAFETY, AND DRUG-FREE
WORKPLACE**

SUBPART 23.11 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS

23.1000-100 Contract requirements.

JCC-I/A clause 952.223-0001, Reporting Kidnappings, Serious Injuries and Deaths, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

PART 24 – PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION

SUBPART 24.2 – FREEDOM OF INFORMATION ACT

24.203-100 Policy.

(a) JCC-I/A Contracting Officers shall forward Freedom of Information (FOIA) requests to the responsible JCC-I/A FOIA Manager at:

Iraq: [JCC IA CJA IRAQ@iraq.centcom.mil](mailto:JCC_IA_CJA_IRAQ@iraq.centcom.mil)
Afghanistan: BGRMPARC-ALEGAL@AFGHAN.SWA.ARMY.MIL

(b) CJA must approve release of all FOIA documents.

PART 25 – FOREIGN ACQUISITION

SUBPART 25.3 - CONTRACTS PERFORMED OUTSIDE THE UNITED STATES

25.301-100 Contingency contracting reference materials.

An on-line version of Contingency Contracting, A Joint Handbook for the 21st Century can be found at <http://www.acq.osd.mil/dpap/pacc/cc/jcchb/> and is an excellent source of information regarding contingency contracting.

SUBPART 25.7 - PROHIBITED SOURCES

25.701-100 Contractor vetting (Iraq).

(a) Applicable to award of, and options for, any contracts or Blanket Purchase Agreements (BPA) \geq \$100K.

(b) C2X is a vetting process to help determine eligibility for contract award, for non-U.S. contractors. In accordance with MNF-I FRAGO 08-027, Contracting Officers shall utilize the JCCS website to vet all non-U.S. contractors and take appropriate actions as described below. It is difficult to predict with any degree of certainty the processing time required for contractor vetting. The following information should be used as a procedural guideline.

(c) C2X Eligibility Levels.

(1) “Not Vetted”: Offeror is initially ineligible for award. NOTE: Vendor *must* be submitted for vetting.

(2) “Approved”: Offeror is eligible for award.

(3) “Rejected”: Offeror is initially ineligible for award.

(4) “Sent to C2X”: Offeror is initially ineligible for award as results of vetting are pending. NOTE: Vendor *must* be submitted for vetting.

(d) Required Actions for “Not-Vetted Contractors”.

(1) Fully populate JCCS vendor POC information. For Iraqi vendors, this will include tribe, Gensiya number and nickname. Vendors are encouraged to self-register all their data in JCCS, but Contracting Officers and Business Development Consultants (BDCs) shall assist and facilitate this registration when necessary to ensure complete and accurate data is entered.

(2) Once the vendor record is populated, Contracting Officers may request C2X vetting by selecting the “sent to C2X” tab.

(3) Contracting Officers should plan for at least 14 calendar days for standard vetting to be accomplished. However, individual circumstances may require additional time. It is possible for a request to initially be a standard request and subsequently become an urgent request. If a standard request becomes urgent, see procedures for expediting urgent requests, below.

(4) Contracting Officers can request vetting of all offerors; offerors in the competitive range; or apparently successful offerors, at their discretion. In order to avoid potential delays in contract award due to pending offeror eligibility, contracting officers are encouraged to submit vendors for vetting as early as possible in the procurement process.

(e) Expediting Urgent Requests.

Contracting Officers shall immediately alert the PARC-I office when forwarding requests for expedited vetting. These requests include either initially urgent requests or standard requests that become urgent. A request is considered urgent when the customer informs the Contracting Officer, in writing, that a delay will cause an operational crisis outweighing the risk of awarding to a potential rejected contractor. Provide the PARC-I office a justification for the urgency, obtained from the requiring activity, and a timeline by which the Contracting Officer requires an approval decision. Such requests shall be filed in the correspondence section of the contract file. For urgent requests, Contracting Officers should plan 5 calendar days for the vetting process to be accomplished from the time the vetting group is (1) advised of the urgency and (2) provided complete POC information. With PARC-I written concurrence, if the operational crisis is so urgent that it requires immediate action, Contracting Officers may award an action while a final approval decision is pending. Any time questions or concerns arise, do not hesitate to contact CJA.

(f) Approved Offerors.

Proceed with award to contractors identified as *C2X approved* for award, in accordance with all standard regulations and policies.

(g) Rejected Offerors.

Do NOT award any contract action to contractors identified as *C2X rejected* for award. Do NOT discuss C2X rejection status with the rejected offeror. Immediately contact CJA for guidance.

(h) Rejected apparently successful offerors.

(1) In the event that the apparently successful offeror is in a C2X rejected eligibility status, immediately contact CJA. CJA and PARC-I C2X representative will re-confirm the eligibility status and advise the contracting officer on the way forward.

(2) Upon confirmation that the apparently successful offeror is rejected, the CJA will contact the requiring unit, direct them to the MNF-I FRAGO 08-027, and ask them how they want to proceed.

(3) If the requiring unit does not wish to seek an exception, the contracting officers shall bypass the rejected offeror and consider the next best offeror in the competitive range for award.

(i) Debriefing of Rejected Offerors.

(1) Coordinate with CJA prior to issuing any debriefing letter.

(2) If, and only if, the rejected apparent successful offeror requests a debriefing, inform them of the following, in writing, after coordinating with CJA:

“You were determined to be ineligible for award of subject contract by United States Forces – Iraq (USF-I). You may submit a written request for reconsideration of this determination to USF-I, through the Contracting Officer, within 60 calendar days of this notification.”

(j) Debriefing of other than apparent successful offerors:

(1) If an offeror is not the apparent successful offeror, follow normal procedures. There is no need to mention C2X.

(2) The requiring unit (customer) should never discuss vetting status with vendors. JCC-I/A personnel, who discuss vetting status with requiring units (customers), shall ensure they understand they are not to disclose any related information to anyone outside the Government.

(k) Except for written debriefings described above, JCC-I/A personnel shall NOT discuss any aspect of the vetting process or status of vendors with anyone outside JCC-I/A without prior approval of CJA.

(l) Termination of existing contracts.

(1) Contracting Officers that become aware of any contractors on existing contracts, having a “rejected” eligibility status, shall immediately contact CJA for guidance.

(2) CJA and PARC-I C2X representative will re-confirm the rejected status. Upon confirmation that the apparently successful offeror is still rejected, the CJA will contact the requiring unit, direct them to the FRAGO, and ask them how they want to proceed

(3) If the requiring unit does not wish to seek an exception, the CJA will advise the contracting officer on how to proceed with contract termination. Contracting Officers terminating contracts shall notify the terminated contractor, in writing, of the following:

“You were determined to be ineligible for continued performance of subject contract by United States Forces – Iraq (USF-I). You may submit a written request for reconsideration of this determination to USF-I, through the Contracting Officer, within 60 calendar days of this notification.”

(m) If an offeror discovers it has been rejected (but is not the apparent winner, nor facing termination) Contracting Officers may advise them they are still eligible to submit proposals for future solicitations.

(n) Prior to exercising options, Contracting Officers shall check contractor eligibility in JCCS. If the contractor is rejected, Contracting Officers shall consult CJA for advice. The normal course of action, in accordance with the MNF-I FRAGO 08-027, is to allow the customer to decide whether or not to request a vetting exception. If the customer chooses not to request an exception, Contracting Officers shall not exercise the option and only notify the contractor that the Government is not exercising the option. Contracting Officers shall NOT tell the vendor anything regarding the vetting.

SUBPART 25.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION

25.802-100 End user certificates.

(a) Whenever a foreign government or contractor places limitations on the use of a supply item purchased under a JCC-I/A contract, it may request an End User Certificate (EUC) that identifies the end user of the product. If this request occurs, contact the PARC office for instructions. The Contracting Officer will be directed to draft a memorandum package requesting the issuance of the EUC, for the PARC, who will forward the package to JCC-I/A HQ who will coordinate with ASA(ALT) for approval.

(b) Following approval by ASA(ALT), the Contracting Officer will be provided the executed certificate for issuance to the contractor. A copy of all signed certificates shall be maintained in the respective contract files.

SUBPART 25.10 – ADDITIONAL FOREIGN ACQUISITION REGULATIONS

25.1000-100 Acquisitions In Support of Operations in Iraq or Afghanistan.

(a) Contracting Officers shall utilize the authorities of DFARS Subpart 225.77, to the maximum extent practicable. Contracting Officers should follow the Determination and Finding’s format in PGI 225.77. Determinations made in accordance with DFARS 225.7703-2(a) shall be approved accordance with JCC-I/A Coordination and Approval Thresholds matrix, which is provided as Appendix 1 to this document. Determinations made in accordance with DFARS 225.7703-2(b) shall be approved by the applicable authority detailed in paragraph (2) of the sub-section. OUSD memorandum, Class Deviation – Authority to Make Determinations with Regard to Acquisition of Products and Services, other than Small Arms, Produce in Iraq and Afghanistan, (DAR Tracking Number: 2009-A0001), dated 12 February 2009, delegated the Commander, JCC-I/A, the authority to make individual and class determinations with a value of \$78.5M or more.

(b) In accordance with DFARS 225.7703-5(a)(2), Contracting Officers shall not use an evaluation factor greater than 20%, when using FAR provision 252.225-7023, Preference for Products or Services from Iraq or Afghanistan, without obtaining advance written approval of the responsible PARC.

(c) When not utilizing the aforementioned DFARS authorities, Contracting Officers may include a contract requirement to encourage the use of host nation labor and evaluate offerors' implementation plans as part of the source selection evaluation process.

25.1000-102 Commander's Emergency Response Program (CERP).

(a) CERP is a purchasing program developed to enable commanders to respond to urgent humanitarian relief and reconstruction needs by executing programs that will immediately assist the indigenous population. The CERP program is broad in scope and may be effectively utilized for rebuilding critical infrastructure (food distribution, utilities, transportation, economic, education, and other areas). CERP funds shall not be used for the direct or indirect benefit of U.S. or coalition forces or for equipping/training of Iraqi/Afghan forces.

(b) Iraq: The management resource manual providing policies and procedures for executing CERP purchases in Iraq is the Money as a Weapons System (MAAWS) Standard Operating Procedures (SOP), page 10-11 and Appendix "B" CERP", published by USF-I J8. In addition to CERP, Iraq has a specific I-CERP program. I-CERP funds are Government of Iraq funds and therefore, comingling of CERP and I-CERP is not authorized. The I-CERP program is a purchasing program that enables commanders to execute urgently needed reconstruction projects for the benefit of the Iraqi people (water purification plants, schools, health clinics, city planning facilities such as government offices and town hall buildings, and protective measures such as fencing, lighting, berms or barriers). The processes and execution of I-CERP will mirror CERP. The management resource manual providing policies and procedures for executing I-CERP purchases is the MAAWS SOP, page 11-12 and Appendix "C" I-CERP, published by USF-I J8

(c) Afghanistan: The management resource manual providing policies and procedures for executing CERP purchases in Afghanistan is MAAWS-Afghanistan (USFOR-A J8 PUB 1-06) dated 15 May 2009. The SOPs for CERP in MAAWS-A are found in Appendix B pgs. 83-169. The intent of the CERP Program in Afghanistan, as directed by the Commander USFOR-A, is to achieve focused effects while working directly with the Government of Islamic Republic of Afghanistan (GIROA) for project acceptance with follow-on maintenance and sustainment (as required). Commands should prioritize those CERP projects that focus on urgent humanitarian relief while providing significant employment opportunities for the Afghan people. Close coordination between commanders, engineers, civil affairs, effects coordinators and comptrollers is vital to ensure funds are applied consistently to achieve desired effects. Additionally, CERP funds must be properly accounted for and reported accurately to higher headquarters.

(d) Contracting officers should closely coordinate with their counterparts in G-7/8 on FRAGOs related to thresholds and specific guidance. The CERP and I-CERP Program Manager reside in the C-8 resource management organization in Iraq and the CERP program in Afghanistan is managed by the Governance and Development Lines of Operations in close coordination with

the CJ9 and S9 functions. Specifically, contracting officers should remain aware of the following critical thresholds:

(1) Threshold required for Command project approval states that all CERP projects valued at over \$1M must be approved by the CENTCOM Commander. The respective references for thresholds are: MAAWS, Appendix “B”, Section 5, “Approval Thresholds”, pg B-7 for CERP projects; MAAWS, Appendix “C”, Section 3, “Summary of Approval Authorities”, pg C-3 for I-CERP projects; and Pg. 89-90 for the MAAWS-Afghanistan projects.

(2) Threshold required for a warranted contracting officer to enter into a contract for CERP and I-CERP, as opposed to a Project Purchasing Officer (PPO) is \$500,000.

(e) CERP and I-CERP are battlefield tools that commanders can use to create an immediate effect on the ground. Congress and DoD recognized this and made sure only a minimum of rules apply to CERP and I-CERP. In keeping with the intent of the program, JCC-I/A policy is to streamline contracting processes to provide fast and effective support to the commanders.

(f) The JCC-I/A training site and JCCS has templates of CERP and I-CERP clauses and provisions. These templates are designed to provide minimal burden and maximum business sense. Contracting Officers shall use these templates for all CERP projects with an estimated value at or above \$500K.

(g) No CERP or I-CERP contract issued by JCC-I/A shall include any clauses by reference. All clauses shall be included in full text only using the templates to the maximum extent unless clearly justified.

(h) While the FAR does not apply to CERP and I-CERP contracts, sound business arrangements and stewardship should govern these transactions. In order to meet these objectives, the execution of the CERP and I-CERP project must be fair, transparent and accountable (DoD 7000.14, Financial Management Regulation, Vol 12, Ch 27).

(i) Fairness relates to competition of the requirement to the maximum practical extent based on the circumstances and environment. Transparency relates to adequately documenting the course of action taken to support the requirement. Accountability relates to crafting an enforceable agreement with adequate safeguards to meet the aims of the CERP or I-CERP project. Use of the templates provides assistance in documenting accountability without unreasonable burden. Specifically, Contracting Officers should conduct CERP or I-CERP acquisitions using the following guidelines:

(1) Work closely with subject matter experts and commanders to ensure requirements are written clearly and reflect what the local market is able to provide.

(2) As the situation allows, ensure requirements are made widely available to interested parties. As FAR Part 5 advertising is not required, Contracting Officers may use local Civil Affairs units, Business Development Consultants (BDC) (formerly known as Host Nation Business Advisors), local business centers, Chambers of Commerce, and prominent local citizens to identify potential offerors.

(3) Whenever practicable, results of the contracting process (who won, price, delivery terms) are made available to parties with legitimate interest in the outcome. Most importantly, project files should adequately document this project information.

(4) Ensure competition takes place whenever possible. While FAR Part 6 competition requirements do not apply, contracting officers should seek more than one independent offer (three is desirable) if practicable under the conditions of the project. Security and urgency often dictate these conditions; therefore, the Contracting Officer should document the file as to the course of action taken. No CERP or I-CERP projects should be broadly advertised on JCCS or any other web-based portal.

(5) Conduct a good price analysis. Direct competition by independent offerors should normally form the basis for the price analysis; however, comparison to similar efforts or use of other appropriate methodologies may be used.

(6) Bargain where it makes sense; there are rare instances where it does not make sense to bargain. Exercise business judgment and seek to obtain a fair and reasonable deal for both parties under the conditions of the project.

(j) Generally, the CERP/I-CERP file should contain (1) PR&C with CERP/I-CERP project approval documents; (2) proposals; (3) documentation of the contract award; (4) contract with the Statement of Work (SOW); (5) invoices; (6) miscellaneous correspondence; (7) contract completion/closeout paperwork. For Iraq, MAAWS, ANNEX "B", "CERP Project File Checklist", pg B-8-1 and, for MAAWS-Afghanistan, this is found in Appendix B-12-1 "USFOR-A CERP Request Packet Checklist" pg. 142.

(k) CERP and I-CERP solicitation and award documents shall prominently include appropriate notification regarding the contracts not being FAR based. Use one the following statements, as applicable for CERP and I-CERP projects:

CERP: *Any contract awards resulting from this solicitation are NOT subject to the Federal Acquisition Regulation of the United States Government, and are therefore not subject to the Contracts Disputes Act.*

I-CERP: *Any contract awards resulting from this solicitation will NOT be funded with monies appropriated by the Congress of the United States, are not subject to the Federal Acquisition Regulation of the United States Government, and are therefore not subject to the Contracts Disputes Act.*

(l) Neither CJA nor OPARC review is required for CERP or I-CERP under \$500K; however, Contracting Officers and Project Purchasing Officers (PPO) are encouraged to seek guidance whenever deemed necessary.

(m) Documents for contracts exceeding \$500K shall be retained for 6 years and 3 months after final payment. There will be 2 contract files, the PPO project file is retained for one year in theater, and then forwarded to ARCENT for retention and the second file should be retained at

contracting. See Part 4 of this AI for further guidance on the closeout and retention of CERP actions \$500K and above.

(n) A PPO is a U.S. Government employee, who upon completion of training and receipt of written delegation of obligation authority from the Chief of the Contracting Office, serves as a representative of the Contracting Officer. A Contracting Officer may delegate to a PPO the authority to obligate the United States on CERP and I-CERP funded projects costing less than \$500,000. Project Purchasing Officers are an extension of the Contracting Office and are only authorized to obligate CERP and I-CERP funds. Coalition partner members cannot serve as PPOs.

25.1000-103 Use of Foreign Currency

JCC I/A shall follow the guidance of FAR 25.1002 in its' entirety. Offers will be submitted in U.S. currency.

SUBPART 25.11 – SOLICITATION PROVISIONS AND CONTRACT CLAUSES

25.1103-100 Contractor personnel authorized to accompany the force.

(a) DFARS 225.7402-4 requires DFARS clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

(b) DFARS 252.225-7040, and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, requires the contracting officer to address, among other items, Government support and security in the "terms of the contract." The statement of work may be used to include these requirements with language tailored to meet the needs of the specific acquisition.

(c) The requiring activity is responsible to coordinate requests for life support with FOB commanders (with command and control of the Mayor's Cell) to determine if the requested support is available. Examples of life support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel.

(d) The Contracting Officer shall use the Synchronized Pre-deployment Operations Tracker (SPOT) program to authorize issuance of contractor personnel Letters of Authorization (LOA) which are required to process through deployment processing centers, only SPOT generated LOAs will be acceptable.

(e) Contracting Officers shall not approve any Government support not expressly designated in the contract.

(f) Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the USF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

(g) Insert the DoD clause deviation, Contractor Personnel in the CENTCOM Area of Responsibility (Deviation 2007-O0010) in all contracts greater than \$25,000 and that are not covered by DFARS 252.225-7040. This applies to contracts for construction and services in which contractors are working in the CENTCOM AOR but are not accompanying and directly supporting U.S. Armed Forces. (See DoD Class Deviation 2007-O0010, Implementation of the Synchronized Pre-deployment and Operational Tracker (SPOT) to Account for Contractor Personnel Performing in the United States Central Command Area of Responsibility, issued on October 17, 2007). This deviation is effective until incorporated into the DFARS or otherwise rescinded. See PGI 225.7402-5(a) for guidance on use of this deviation.

(h) Some contracts may require both inclusion of both DFARS clause 252.225-7040 and DoD Class Deviation 2007-O0010.

25.1103-101 Arming of contractors.

JCC-I/A clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection, shall be included in all contracts with performance in Iraq or Afghanistan that requiring arming of contractors.

25.1103-102 Armed personnel incident reports.

JCC-I/A clause 952.225-0002, Armed Personnel Incident Reports, shall be included in all contracts with place of performance in Iraq or Afghanistan that require arming of contractors.

25.1103-103 Fitness for duty and medical/dental care limitations.

JCC-I/A clause 952.225-0003, Fitness for Duty and Medical/Dental Care Limitations, shall be included in all contracts with place of performance in Iraq or Afghanistan.

25.1103-104 Compliance with laws and regulations.

JCC-I/A clause 952.225-0004, Compliance with Laws and Regulations, shall be included in all service and construction contracts with place of performance in Iraq or Afghanistan.

25.1103-105 Monthly contractor census reporting.

JCC-I/A clause 952.225-0005, Monthly Contractor Census Reporting, shall be included in all service and construction contracts with place of performance in Iraq or Afghanistan.

25.1103-106 Contract delivery requirements.

(a) Incorporate delivery requirements in all contracts, orders or blanket purchase agreement call orders for supplies to be delivered to Iraq and Afghanistan. This provides necessary information for the contractor, contract administrator and COR to understand and execute the delivery requirements, improve tracking, inspection and acceptance and make final disposition of contract deliverables.

(b) JCC-I/A clause 952.225-0006, Contract Delivery Requirements, shall be included in all contracts providing supplies to be delivered to Iraq or Afghanistan.

25.1103-107 Mandatory shipping instructions.

JCC-I/A clause 952.225-0007, Mandatory Shipping Instructions, shall be included in all contracts in which the shipment of supplies or materials will be tracked or otherwise supported by the Logistics Operations of the U.S. Army Corps of Engineers and USF-I.

25.1103-108 Shipping instructions for weapons.

JCC-I/A clause 952.225-0008, Shipping Instructions for Weapons, shall be included in all contracts that require delivery of weapons to Iraq or Afghanistan. This includes any contracts for security services in which the contractor will be shipping weapons to Iraq or Afghanistan for use by armed security personnel providing services under the contract.

25.1103-109 Medical screening for locally hired employees.

JCC-I/A clause 952.225-0009, Medical Screening and Vaccination Requirements for Locally Hired Employees, shall be included in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Iraq, in accordance with the MNF-I FRAGO 09-124. This clause shall be added by contract modification to all existing applicable contracts in Iraq and to contracts in Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.

25.1103-110 RESERVED

25.1103-111 Government furnished contractor support.

JCC-I/A clause 952.225-0011, Government Furnished Contractor Support, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

25.1103-112 Notification of limited competition.

JCC-I/A provision 952.225-0012, Notice of Limited Competition, shall be included in all contracts solicited under the authority of DFARS 225.7703-1(a)(3), directed to a particular source or sources from Iraq and Afghanistan.

25.1103-113 Contractor health and safety

JCC-I/A clause 952.225-0013, Contractor Health and Safety shall be included in all service and construction contracts with performance in Iraq and Afghanistan.

SUBPART - 25.12 - THEATER BUSINESS CLEARANCE AND CONTRACT ADMINISTRATION OF NON-JCC-I/A AWARDED CONTRACTS

(a) Many non-JCC-I/A contracts are awarded out of the theater. These contracts do not use the JCC-I/A clause matrix and without a separate process many mandated JCC-I/A clauses would not get incorporated. There are several separate directives implementing the TBC/CAD process. TBC is designed to ensure that Commander Fragmentation Orders (FRAGOs) are appropriately communicated to contractors in the battle space. TBC applies to non-JCC-I/A awarded contracts for performance in or commercial delivery to Iraq or Afghanistan.

(b) The CG JCC-I/A is accountable for all contract administration of DOD Contracts. The CG executes this authority for non-JCC-I/A awarded contracts by either delegating to DCMA I/A or re-delegating back to the originator. The CAD process is designed to ensure that optimal contract administration and oversight is implemented.

(c) The Deputy Commander Operations (J3) is responsible for overall implementation of the TBC/CAD process. USD(AT&L) has designated the CENTCOM Contracts Web Page at <http://www2.centcom.mil> as the source for TBC guidance and procedures. HQ JCC-I/A shall update TBC/CAD guidance and instruction to ensure the latest FRAGO or other theater-specific information is properly communicated and has delegated the change control to JCC-I/A J3 Stateside. Updates shall be coordinated with HQ JCC-I/A, CENTCOM Contracting and the Contingency Contracting Cell at OSD DPAP as appropriate.

PART 26 & 27 – RESERVED

PART 28 – BONDS AND INSURANCE

SUBPART 28.1 – BONDS AND OTHER FINANCIAL PROTECTIONS

28.103-100 Performance and payment bonds.

Performance and payment bonds are not required, although not prohibited, for construction contracts in Iraq or Afghanistan. It has been determined that the requirement for both performance and payment bonds would effectively eliminate Iraqi and Afghan firms from the competitive process. Local practices in Iraq require “deposits” for receiving RFP/RFQ and prior to award; JCC-I/A shall not follow this practice and any suggestions or demands to do so shall be immediately brought to the attention of the CJA and PARC.

SUBPART 28.3 - INSURANCE

28.305-100 Defense Base Act insurance.

- (a) Defense Base Act (DBA) Insurance is required by the FAR to ensure contractor employees have workers’ compensation insurance in the event of an injury or fatality.
- (b) FAR clause 52.228-3, “Workers’ Compensation Insurance (Defense Base Act)” is required to be included in full text in all solicitations and contracts for service and construction contracts when the DBA applies. The DBA requirement essentially applies when a public works contract is being performed by contractor employees outside the United States. Contracts exclusively for supplies are also exempt from the DBA requirement as there should be no significant amount of labor performed in Iraq or Afghanistan.
- (c) The DBA clause requires the contractor to provide workers’ compensation insurance in accordance with the Defense Base Act (42 U.S.C. 1651) and to maintain it until performance is completed. The prime contractor is required to include this requirement in all of its subcontracts to which the DBA applies.
- (d) DBA insurance costs shall be included in contracts as a cost reimbursable CLIN. The cost will be excluded from price evaluations. The estimated amount will be adjusted throughout the contract periods as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for DBA costs upon submission of proof of payment to the insurance provider.
- (e) The Contracting Officer shall furnish a copy of all Termination Notices (Convenience, Cause, and Default) to the DBA insurance provider, Rutherford International, in conjunction with the termination notice to the contractor. The Contracting Officer shall also include a statement to the insurance provider that (1) no work has been accomplished under the contract; or (2) work has started under the contract. In addition to the notice, a copy of the termination modification

shall also be forwarded to Rutherford International. Contact info: usace@rutherford.com AND sara.payne@rutherford.com.

(f) USACE has entered into a single-source, centrally-managed DBA insurance contract for all USACE and JCC-I/A contracts with performance outside the United States. This mandatory requirements contract was awarded to Continental Insurance Company, DBA CNA Insurance. Rutherford International is the designated administrative broker for CNA Insurance. The contract is effective from 1 October 2009 through 30 September 2010, with one 12-month option period, and is posted on the HQUSACE Directorate of Contracting website: <http://www.usace.army.mil/CECT/Pages/DBAI.aspx>.

(g) The FY-2010 fixed rates under this mandatory requirements contract are as follows:

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

(h) DBA insurance is required for employees of contractors and their subcontractors at every tier for service and construction contracts in Iraq or Afghanistan.

(i) All JCC-I/A contractors and subcontractors procuring DBA insurance (i.e. renewing coverage or obtaining new coverage), for a JCC-I/A contract, shall purchase such DBA insurance under the USACE requirements contract unless the JCC-I/A contractor is a personal services contractor whose employees are covered by the Federal Employees Compensation Act.

(j) Contracting Officers shall provide only successful offerors a DBA insurance application. The application is posted on JCCS and JCC-I/ A training website.

(k) It is the Contracting Officer's responsibility to ensure contractors obtain valid DBA Insurance with CNA Insurance, before allowing performance to commence. A policy declaration issued by Rutherford International, shall constitute adequate evidence of insurance coverage. Submission of proof of payment is not required until insurance costs are invoiced by the contractor. Use of a notice-to-proceed is recommended to ensure contractors have obtained proper insurance prior to commencement of work.

(l) DBA insurance shall not apply to CERP or I-CERP projects. In the event the Contracting Officer determines to add the DBA insurance requirement, based on the facts and circumstances of a particular project, the Contracting Officer shall consult with PARC Policy and CJA and document file accordingly.

(m) DBA Frequently Asked Questions are posted to the JCC-I/A training website.

28.305-200 Defense Base Act insurance provisions and clauses.

(a) JCC-I/A clause 952.228-0001, Workers Compensation Insurance (Defense Base Act), shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

(b) JCC-I/A provision 952.228-0002, Defense Base Act Insurance Rates – Limitation – Fixed-Price Contracts, shall be included in all affected solicitations for fixed-price contracts, whenever DBA Insurance is required.

(c) JCC-I/A provision 952.228-0003, Defense Base Act Insurance Rates – Limitation – Cost-Reimbursement, Labor Hour, and Time-and-Materials Contracts, shall be included in all affected solicitations for cost-reimbursement, labor-hour, or time-and-materials contracts, whenever DBA Insurance is required.

28.307-100 Liability.

JCC-I/A clause 952.228-0004, Government Liability for Non-Tactical Vehicles, shall be included in all contracts that require leasing of non-tactical vehicles in Iraq or Afghanistan.

PARTS 29 through 31 – RESERVED

PART 32 – CONTRACTING FINANCING

SUBPART 32.11 – ELECTRONIC FUNDS TRANSFER

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

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

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

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

32.1106-200 EFT clauses.

(a) JCC-I/A clause 952.232-0001, Payment in Local Currency (Iraq), shall be included in all contracts executed in Iraq. If the contract or order is with an Iraqi (Host Nation) firm use Alternate I.

(b) JCC-I/A clause 952.232-0002, Payment in Local Currency (Afghanistan), shall be included in all contracts executed in Afghanistan. If the contract or order is with an Afghan (Host Nation) firm use Alternate I.

32.1110-100 Wide Area Workflow (WAWF).

JCC-I/A clause 952.232-0003, JCC-I/A Wide Area Workflow Instructions, should be included in solicitations expected to be awarded to U.S. vendors, in accordance with DFARS 232.7004.

PART 33 – PROTESTS, DISPUTES, AND APPEALS

SUBPART 33.1 - PROTESTS

33.102-100 General.

(a) Upon receipt of GAO or agency protests, RCC/Division Chiefs shall prepare and email Commander's Critical Information Reports (CCIR) to their respective PARC Operations Officer, who shall review and email to: JCCIA-CCIR@iraq.centcom.mil. A copy of all protests shall also be forwarded, without unnecessary delay, to the respective PARC and Deputy CJA.

(b) Agency protests may be filed with the Contracting Officer identified on the solicitation. If an independent review of a Contracting Officer's decision is desired, an appeal of the agency protest decision may be submitted to the PARC (Iraq or Afghanistan).

33.103-100 Protests to the agency.

(a) PARCs will manage protest actions for JCC-I/A. If an interested party elects to file an agency level protest, they may submit directly to the Contracting Officer identified in the solicitation or to the responsible RCC/Division Chief for identification of the Contracting Officer

(b) Upon receipt of a protest, a synopsis of the protest action shall be furnished immediately by CCIR to the responsible PARC.

(c) Upon resolution of the protest, a synopsis of the protest action and notice of resolution, with a copy of the decision or settlement agreement shall immediately be furnished to the responsible PARC.

33.103-101 Annual agency bid protest report.

PARCs shall forward an annual (fiscal year) report of bid protests to the JCC-I/A J3 and CJA for consolidation by 15 October of each year.

33.103-102 JCC-I/A agency protest procedures.

(a) Authority. The JCC-I/A agency protest procedures are established under the authority of FAR 33.103(d)(4).

(b) Introduction. This subpart prescribes policy and procedures for the JCC-I/A Agency Protest Program within the meaning of FAR 33.103. The JCC-I/A Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within JCC-I/A, rather than filing a protest with the Government Accountability Office (GAO) or other external forum.

(c) Policies and Procedures. A JCC-I/A Agency Protest is a "Protest to the Agency," within the meaning of FAR 33.103. Under the JCC-I/A Agency Protest Program, the protestor may file with

either the Contracting Officer designated in the solicitation or with the RCC/Division Chief who may either forward to the responsible Contracting Officer or withhold for resolution at their level. The responsible PARC is the independent review authority in accordance with FAR 33.103(d)(4) and will only act as an appeal authority for Agency Protest decisions by the Contracting Officer or RCC/Division Chief.

(d) Interested Parties. For the purpose of filing a JCC-I/A Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) Election of Forum. After an interested party protests a JCC-I/A procurement to the Contracting Officer or RCC/Division Chief and while that agency protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the agency protest, the agency protest will be dismissed.

(f) JCC-I/A voluntarily agrees to stay performance of a contract when an interested party files a JCC-I/A agency protest. Should the interested party disagree with the Contracting Officer's resolution of a protest, it may utilize another protest forum without prejudice in accordance with FAR 33.103(d)(4). However, the PARC appellate review of the Contracting Officer's protest decision will not extend GAO's timeliness requirements.

(g) Protest Decision Authority. The Contracting Officer identified in the solicitation is the Agency Protest Decision Authority unless the RCC/Division Chief has withheld that authority.

(h) Time for Filing a Protest.

(1) JCC-I/A Agency Protest filings. To be considered timely, the protest must be filed before bid opening or the closing date for receipt of proposals, when the protest is based on alleged apparent improprieties in a solicitation. A protest shall also be considered timely if filed within 10 calendar days after contract award, or filed within 5 calendar days after a debriefing date offered to the protester under a timely debriefing request in accordance with FAR 15.505 or FAR 15.506, whichever is later.

(2) Agency Protest filings. To be considered timely filed, the protest must be received by the Contracting Officer or the RCC/Division Chief by 1630 hours (local time) on the last day on which such filing may be made. The email address for filing an agency protest is included in JCC-I/A provision 952.233-0001, JCC-I/A Agency Protest Program.

33.103-103 Form of protest.

An agency protest must include the protester's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. An authorized representative of the protester must sign all protests.

33.103-104 Processing of agency protests.

Within 10 days after the protest is filed, the Contracting Officer, with the assistance of CJA, shall issue a written decision to the protestor. A copy of the decision and an administrative report containing any relevant material shall be provided to CJA.

33.103-105 Effect of protest on award and performance.

(a) Protests before award. When an agency protest is filed prior to award, a contract may not be awarded unless authorized by the responsible PARC's Special Competition Advocate (SCA) in accordance with FAR 33.103(f)(1) and (2).

(b) Protests after award. When an agency protest is filed within 10 calendar days after award, or within 5 calendar days of debriefing for any debriefing that when requested was required by FAR 15.505(a) or 15.506(a), whichever is later, the Contracting Officer immediately shall suspend performance.

33.103-106 Protocol and criteria for overrides.

(a) All timely agency protests will automatically trigger a Voluntary Agency Stay of award or performance. This Voluntary Agency Stay is similar to the Competition In Contracting Act (CICA) automatic stay found in Title 31 U.S.C. § 3553(c)(d); 4 C.F.R. § 21.6 (2000); FAR 33.104(b)(c); AFARS 5133.104(b)(c). In all cases where an agency protest is timely, the contracting officer must inform all interested parties of the automatic stay. If appropriate, the Contracting Officer will obtain extensions of bid/proposal acceptance times from the offerors. If the Contracting Officer cannot obtain extensions, they should request, through the responsible PARC, that JCC-I/A consider an override of the stay.

(b) The HCA may authorize contract performance, notwithstanding the protest, upon a written finding that:

- (1) Contract performance will be in the best interest of the United States; or
- (2) Urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the Contracting Officer or RCC/Division Chief. Generally, override decision are not subject to judicial review.

33.103-107 Remedies.

The Contracting Officer or RCC/Division Chief, with concurrence of CJA, may grant or direct any one or combination of the following remedies:

- (1) Terminate the contract;
- (2) Re-compete the requirement;
- (3) Issue a new solicitation;
- (4) Refrain from exercising options under the contract;
- (5) Award a contract consistent with statute and regulation;

- (6) Pay appropriate costs (see FAR 33.102(B)(2)); or
- (7) Such other remedies as determined necessary to correct a defect.

33.103-108 Service of protest for JCC-I/A procurements.

Protests under the Agency Protest Program shall be filed with the Contracting Officer, as directed in the solicitation. The solicitation shall include the contracting office point of contact and e-mail address in FAR 52.233-2, Service of Protest, for the purpose of filing an agency protest.

33.103-109 Discovery.

To the extent permitted by law and regulation, the agency and the protester may exchange information relevant to the protest.

33.103-110 JCC-I/A agency protest program.

JCC-I/A provision 952.233-0001, JCC-I/A Agency Protest Program, shall be included in all solicitations.

SUBPART 33.2 – DISPUTES AND APPEALS

33.204-100 Contract Disputes Act claims guidance.

- (a) Contracting Officers should refer to FAR Subpart 33.2 and FAR clause 52.233-1, Disputes, and all supplementary regulations, for requirements related to the disposition of contract claims.
- (b) Contracting Officers should initially determine whether submissions received from contractors constitute “claims”, as defined by FAR, by verifying the existence of required claim elements.
- (c) Elements of a claim (FAR Subpart 2.1):
 - (1) Written demand for (1) payment of money;
 - (2) adjustment or interpretation of contract terms; or
 - (3) other relief.
 - (4) Money must be expressed as a "sum certain" (specific amount rather than e.g. "all costs associated with...").
 - (5) Claims must be arising under or related to a Government contract.
 - (6) Demands exceeding \$100K are not considered valid claims unless certified.
- (d) Contracting Officers should seek clarifications from submitters when it's unclear whether their requests are Requests for Equitable Adjustment (REA) or Contracts Disputes Act (CDA) claims.

- (e) The claimant always has the burden of proof.
- (f) The Contracting Officer should request additional supporting information from the claimant, if necessary.
- (g) Obtain any necessary technical information from the end user and/or technical experts.
- (h) Contracting Officers should analyze claims thoroughly to ensure they understand the facts and theories of entitlement, as presented by the claimant.
- (i) Keep in mind that claims have two distinct aspects: (1) entitlement and (2) quantum.
- (j) Entitlement relates to whether recovery of costs or adjustment of contract terms is permitted under the terms and conditions of the contract.
- (k) Quantum refers to the amount of money a claimant is due, if entitlement is determined.
- (l) Contracting Officers should read contracts and ancillary contract documentation thoroughly to determine and isolate the terms, conditions and circumstances relevant to a dispute.
- (m) Contracting Officers should develop a chronology of events to help organize and frame the facts and circumstances contributing to the dispute.
- (n) Contracting Officers should always remain unbiased and keep in mind that the Contracting Officer must always act as the fair broker, and must develop supportable, sustainable decisions.
- (o) Contracting Officers must be thorough and factual in order to produce convincing Contracting Officers' Final Decisions (COFD) that clearly and accurately communicates the Government's position.
 - (1) Summarize the claimant's position/contentions.
 - (2) State the findings of fact (e.g. events, correspondence and contract requirements).
 - (3) Craft contractually sound conclusions based on factual information.
 - (4) Obtain legal advice from CJA as soon as practicable following receipt of a claim.
 - (5) Include required language from FAR 33.211(a)(4)(v) in all COFDs.
- (p) Contracting Officers may request claimants hold their claims in abeyance while settlement negotiations occur.
- (q) Contracting Officers unable to meet response timeframes included in the Disputes clause, should notify claimants, in writing, of the date by which they will render a final decision.

PARTS 34 & 35 RESERVED

PART 36 – CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

SUBPART 36.2 - SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION

36.200-100 Certification of Land Availability (Iraq).

(a) Iraq: In order to avoid constructing facilities on land not controlled by project benefactors, Contracting Officers shall obtain a Certificate of Land Availability (CLA) prior to issuing solicitations for construction projects in Iraq to ensure the project benefactor (land owner or individual authorized by the land owner to use the land) has appropriate land interests. The CLA is an alternative to obtaining deeds. Modifications to the CLA form are not permissible after it has been executed.

(1) This policy applies to all contracting offices that support GRD programs. The GRD customer will provide the CLA form to the Contracting Officer demonstrating that appropriate land rights are held by the project benefactor for the lands necessary to support the project's construction and operation.

(2) This policy applies to renovation/rehabilitation projects where the demolition and replacement facility requires an addition, expansion, extension or alteration, which is outside the original footprint of the existing facility. It also applies to a conversion (change) in the functional/design use of all or part of an existing facility.

(3) This policy does not apply to renovation/rehabilitation projects where the demolition or repair of an existing facility is contained within the same footprint of the existing facility and the functional/design use of all or part of the replacement facility remains the same.

(4) The CLA form shall be maintained with other pre-award certifications in the contract file. All certifications shall be executed in English and may additionally be executed in Arabic. The Contracting Officer shall not issue the solicitation until GRD provides the required CLA form.

(5) GRD Policy Letter 18, Certificate of Land Availability before Contract Solicitation/Award is available on the JCC-I/A training website.

(b) Afghanistan: In accordance with USFOR-A FRAGO 09-265, all requests for land use by US Forces in Afghanistan shall be coordinated and approved by the USFOR-A/JFEC Real Estate Office.

SUBPART 36.5 – SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

36.521-100 Compliance with building codes.

(a) JCC-I/A clause 952.236-0001, Electrical and Structural Building Standards for Construction Projects, shall be included in all construction contracts, including minor construction, renovation, alteration, and refurbishment contracts.

(b) Implementing guidance:

(1) For projects which the LOGCAP Contractor will perform electrical, plumbing, and HVAC O&M upon completion, JCC-I/A shall ensure that the LOGCAP contractor can assume O&M in a timely and efficient manner. To implement this, the JCC-I/A Contracting Officer will request the customer to submit its Requirements Letter requesting LOGCAP O&M prior to signing the DD250 accepting the completed project and far enough in advance so that it does not cause an unreasonable delay for acceptance.

(2) The LOGCAP contractor will perform technical inspections as required beginning no later than the 50% completion point and report all deficiencies to the DCMA-I/A LOGCAP ACO. The LOGCAP contractor will not have any contact with the contractor that would interfere with its ability to perform the contract. The ACO will forward this inspection information to the RCC/Division PCO who can address noted deficiencies with the contractor if appropriate before final acceptance via DD 250.

(3) Contracting Officers shall plan for adequate time to allow inspection assistance prior to signing the DD 250.

PART 37 – SERVICE CONTRACTING

SUBPART 37.6 – PERFORMANCE-BASED ACQUISITION

37.604-100 Quality Assurance Surveillance Plans (QASP).

(a) Contracting Officers shall incorporate a Quality Assurance Surveillance Plan (QASP) in all service contracts greater than \$2,500, to include commercial and non-commercial acquisitions, unless a Determination and Finding (D&F) is executed IAW paragraph (b). A QASP is needed to ensure that the Government receives and pays for the acceptable quality level of services stated in the Statement of Work/Performance Work Statement. The level of surveillance described in the plan should be commensurate with the dollar value, risk, complexity and criticality of the acquisition. A “formal” QASP may not be required for all acquisitions; a simple checklist may suffice for non-complex, low dollar service acquisitions. In all instances, however, the Contracting Officer Representative (COR) must inspect the work performed before accepting it using a plan for conducting surveillance. If a COR is not appointed IAW DFARS 201.602-2, PGI 201.602-2 and JCC I/A AI 1.602-2, an individual designated by the requiring activity is responsible to inspect the work performed before accepting it using a plan for conducting surveillance.

(b) Contracting Officers are granted the authority to make determinations, on each service contract between \$2,500 and \$1M, whether a QASP is necessary in order to adequately manage performance risk and quality. When determining the type and extent of required Government contract quality assurance, the Contracting Officer shall consider the complexity and criticality of the acquisition.

(c) Contracting Officers shall execute D&Fs for all service contracts between \$2,500 and \$1M, to document the contract file when they determine a QASP will be unnecessary to ensure contract compliance. The D&F shall be signed by the Contracting Officer and endorsed at one level above the Contracting Officer.

(d) Contracting Officers shall ensure that appointed Contracting Officer Representatives (COR) are familiar with pertinent QASPs and are properly trained in required surveillance methods, prior to the commencement of contract performance. (See DFARS 201.602-2 and PGI 201.602-2).

PARTS 38 through 41 – RESERVED

PART 42 – CONTRACT ADMINISTRATION AND AUDIT SERVICES

SUBPART 42.3 – CONTRACT ADMINISTRATION OFFICE FUNCTIONS

42.302-100 Contracting Officer's Representatives (COR).

(a) The Contracting Officer may exempt service contracts from the requirement to appoint a Contracting Officer Representative (COR) for actions exceeding \$2,500 when the following three conditions are met:

- (1) The contract will be awarded using simplified acquisition procedures (\$11M threshold in Iraq and Afghanistan);
- (2) The requirement is not complex; AND
- (3) The Contracting Officer documents the file, in writing, why the appointment of a COR is unnecessary.

(b) If a COR is not appointed, the requiring activity shall designate an individual who is responsible to inspect and accept the services performed for actions between \$2,500 and \$11M, if using FAR Part 13.5, Test Program. The designated individual shall complete the DD250, Material Inspection and Receiving Report, and provide to DFAS with a copy to the Contracting Officer.

(c) Refer to JCC-I/A SOP #10-02, Contracting Officers' Representatives, for further guidance.

SUBPART 42.15 – CONTRACTOR PERFORMANCE INFORMATION

42.1503-100 Contractor Performance Assessment Reporting System (CPARS).

(a) AFARS Subpart 5142.15, Contractor Performance Information, requires the use of CPARS to prepare contractor performance evaluations. CPARS is the DoD Enterprise Solution for collection of contractor Past Performance Information (PPI) as required by the FAR. CPARS is composed of three modules:

- (1) The CPARS module assesses performance on contracts for Systems, Services, IT and Operations Support.
- (2) The Architect-Engineer (A/E) Contractor Administration Support System (ACASS) module assesses performance on A/E contracts.
- (3) The Construction Contractor Appraisal Support System (CCASS) module assesses performance on construction contracts.

- (b) Required business sector thresholds for performance requirements are found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. CPARS reference materials can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.
- (c) When building awards in SPS, it is imperative to input the Business Sector, FSC and NAICS codes correctly as these codes will be instrumental in getting contracts automatically loaded into CPARS/ACASS/CCASS through FPDS-NG.
- (d) Following the automated loading process, the JCC-I/A CPARS Coordinator will complete the contract registration process. The CPARS Coordinator will then contact the RCC/Division Chiefs to determine the names and contact information for the Assessing Official Representative, Contractor Representative and the Assessing and Reviewing officials for each contract.
- (e) It is very important to advise the CPARS Coordinator of any changes in the names and contact information for the Assessing Official Representative, Contractor Representative and the Assessing and Reviewing officials for each contract.
- (f) New users will receive a system generated email providing a logon identification name and password following input of their contact information into the CPARS system. Additional email notifications will be sent, advising assessing and reviewing officials of their assigned roles.
- (g) Assessing Official Representatives should be the personnel responsible for the execution of the program or project; however, they do not have the authority to send the assessment to the Contractor Representative or to finalize an assessment. The Assessing Officials should be the person responsible for evaluating contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative. Assessing Officials have “signature” authority and are allowed to forward assessments to the Contractor Representative for review and comment. Reviewing Officials should be one level above the Assessing Official. In general, at JCC-I/A, the COR is normally the Assessing Official Representative and the Contracting Officer is the Assessing Official. Contractor employees are not allowed to be either the Assessing or Reviewing Official.
- (h) Assessing Officials shall assure that Assessing Official Representatives complete a performance evaluation a minimum of every 3 months and before redeploying from theater.
- (i) Evaluations should be specific and detailed and with the goal of providing meaningful feedback to both the contractors and Contracting Officers who may rely on the information for responsibility determinations for future contract awards. Rating and evaluation criteria can be found at <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>.
- (j) Contractor performance information can be accessed for the purpose of pre-award determinations by using the Past Performance Information Retrieval System (PPIRS). PPIRS information can be found at: <http://www.ppirs.gov/>.

PARTS 43 & 44 – RESERVED

PART 45 – GOVERNMENT PROPERTY

SUBPART 45.1 – GENERAL

45.104-100 Responsibility and liability for Government property.

(a) Non-tactical vehicles as Government Furnished Property (GFP)

(1) To allow operational and safety repairs of vehicles to begin immediately, Contracting Officers shall issue letters to the contractor to allow the following exceptions/processes for the standard Loss, Damage and Destruction (LDD) process for all task orders under cost reimbursement contracts.

(2) Contractors are authorized to perform minor safety repairs to Government-owned vehicles without prior approval of the LDD report. Minor safety repairs shall consist of all items that impede safe operation of the vehicle not to exceed \$2,500 cumulative Estimated Cost of Damage. Prior approval must be obtained for all damage that exceeds this threshold. No cosmetic repairs will be authorized.

(3) Although LDD reports are still required for minor safety repairs, contractors will not have to obtain the Relief of Responsibility or authorization for repair from Contracting Officers prior to making repairs.

(4) Notwithstanding this authorization, the contractor shall not exercise this authority and authorize repairs without assuring that adequate funding is available under the task order. This authorization does not relieve the contractor from its liability or responsibilities under FAR 52.232-22, Limitation of Funds, or DFARS 252.232-7007, Limitation of Government's Obligation, and does not give consent or imply consent to exceed obligated funds.

45.104-200 Leased equipment

(a) JCC-I/A clause 952.245-0001, General Conditions for Leased Equipment, may be included in contracts that include leasing of equipment, as applicable.

(b) JCC-I/A clause 952.245-0002, Government Liability for Leased Equipment (With Operator), may be included in contracts that include leasing of equipment, in which provision of an operator is included in the lease, as applicable.

(c) JCC-I/A clause 952.245-0003, Government Liability for Leased Equipment (Without Operator), may be included in contracts that include leasing of equipment, in which provision of an operator is not included in the lease, as applicable.

(d) JCC-I/A clause 952.245-0004, Contractor's Responsibility for Property and Personal Damages, may be included in contracts that include leasing of equipment, as applicable.

PART 46- QUALITY ASSURANCE

SUBPART 46.7 - WARRANTIES

46.710-100 Construction warranty clause.

(a) The cost to the Government in relation to the benefit of requiring inclusion of FAR Clause 52.246-21, Warranty of Construction, can vary significantly among contracts in Iraq and Afghanistan. Reasons for variances include the complexity of requirements, sophistication of contractors, project location and anticipated degree of available Government technical and contractual oversight.

(b) Contracting Officers shall evaluate each proposed fixed-price construction project to determine whether or not inclusion of the optional Warranty of Construction clause is in the best interest of the Government. In making this determination, Contracting Officers should familiarize themselves with local conditions; consider information obtained through market research; consult with technical experts and colleagues; and evaluate all other issues relevant to anticipated contract performance. The likelihood of successful warranty enforcement should also be considered.

(c) In accordance with FAR 46.710(e)(1), Contracting Officers are provided the discretion of whether or not to include FAR Clause 52.246-21, Warranty of Construction in fixed-price construction contracts, using their best judgment and considering all applicable conditions.

PARTS 47 through 51- RESERVED

PART 52 – JCC-I/A PROVISIONS AND CLAUSES

52.100-100 General.

(a) JCC-I/A maintains provision and clause matrices that are required in most commercial item, service and construction contracts. The matrices are updated regularly on the JCCS website and shall be used as both a guide and checklist in preparing solicitations and contracts. JCC-I/A provisions and clauses will also be updated regularly in the regional SPS databases.

(b) Provisions should normally be included in Section ‘L’ and clauses in Section ‘H’ of Uniform Contract Format (UCF) contracts. Use Contracting Officer discretion regarding use of other contract formats.

(c) All JCC-I/A provisions and clauses shall be included in contracts as full text, citing the provision or clause number, the title and version date.

52.100-952 JCC-I/A provisions and clauses.

(a) In accordance with AI 1.1000-300, JCC-I/A clause 952.201-0001, Ombudsman, shall be included in all solicitations and contracts.

952.201-0001 - OMBUDSMAN

**JCC-I/A CLAUSE 952.201-0001
OMBUDSMAN
(JAN 2010)**

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

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

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Deputy PARC/Competition Advocate.

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

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

(b) In accordance with AI 16.505-100, JCC-I/A clause 952.216-0001, Fair Opportunity for Multiple Award ID/IQ Contracts, shall be included in all multiple award IDIQ contracts.

952.216-0001 – FAIR OPPORTUNITY FOR MULTIPLE AWARD ID/IQ CONTRACTS

**JCC-I/A CLAUSE 952.216-0001
FAIR OPPORTUNITY FOR MULTIPLE AWARD ID/IQ CONTRACTS
(JAN 2010).**

(a) For each proposed issuance of a delivery/task order, the Contracting Officer will solicit all contractors under this multiple award contract vehicle, by providing a notice of the intent to make the purchase, a description of the requirement and the basis upon which the Contracting Officer will make the selection. Contracting Officers may use streamlined proposal procedures, including oral presentations.

(b) This notice will normally be provided by e-mail. Contractors shall provide the Contracting Officer with a primary and a back-up e-mail address. The government is not responsible for ensuring the contractor receives any notice.

(c) Contracting Officers will fairly consider all responses received by evaluating price and any other factors listed in the notice. The Contracting Officer reserves the right to select an awardee based on initial offers. No protest under FAR Subpart 33.1 is authorized in connection with the award of any order, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(d) and 41 U.S.C. 253j(d)), with the exception of task orders with a value of greater than \$10M which are subject to Section 843 of the National Defense Authorization Act for FY 2008.

(d) Exceptions to the Fair Opportunity Process: The Contracting Officer may not provide fair opportunity to all contract awardees if: “(i) The need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays; (ii) only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; (iii) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; (iv) it is necessary to place an order to satisfy a minimum guarantee.”

(c) In accordance with AI 22.1705-100, JCC-I/A clause 952.222-0001, Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, shall be included in all services or construction contracts which require performance in Iraq or Afghanistan.

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

JCC-I/A CLAUSE 952.222-0001

**PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS
(AUG 2009)**

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

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

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.

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

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

(d) In accordance with AI 23.1000-100, JCC-I/A clause 952.223-0001, Reporting Kidnappings, Serious Injuries and Deaths, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS

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

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:
Name
Phone number
e-mail address

Victim:
Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence

Incident:
Description
Location
Date and time

Other Pertinent Information

(e) In accordance with AI 25.1103-101, JCC-I/A clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection, shall be included in all contracts with performance in Iraq or Afghanistan that require arming of contractors.

(1) Iraq: The COR shall maintain copies of all necessary approval documents that must be completed and submitted to USF-I for approval. Staffing of arming approval is the responsibility of the requiring activity.

(2) Afghanistan: All necessary documents shall be submitted by the Customer for approval through the Regional Command East – Commanding General. Once approved, the responsible RCC/Division Chief shall be provided and maintain copies of all necessary approval documents completed by the requiring activity prior to contract execution.

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

**JCC-I/A CLAUSE 952.225-0001
ARMING REQUIREMENTS AND PROCEDURES FOR
PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS
FOR PERSONAL PROTECTION
(JAN 2010)**

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

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (5) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
- (6) U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

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

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

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

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

- (1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM

Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

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

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

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

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

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

(3) How the contractor will coordinate transportation with appropriate military authorities.

(f) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

(2) Verify with USF-I or Afghanistan Regional Command East – Commanding General Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

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

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

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

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

(j) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

(k) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

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

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
- (2) Carry weapons only when on duty or at a specific post;
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

(m) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

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

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(o) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(p) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(q) **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(f) In accordance with AI 25.1103-102, JCC-I/A clause 952.225-0002, Armed Personnel Incident Reports, shall be included in all contracts with place of performance in Iraq or Afghanistan that require arming of contractors.

952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS

**JCC-I/A CLAUSE 952.225-0002
ARMED PERSONNEL INCIDENT REPORTS
(JAN 2010)**

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

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at:

mncic3conoc@iraq.centcom.mil, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

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

(g) In accordance with AI 25.1103-103, JCC-I/A clause 952.225-0003, Fitness for Duty and Medical/Dental Care Limitations, shall be included in all contracts with place of performance in Iraq or Afghanistan.

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS

JCC-I/A CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JAN 2010)

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or

laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) 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.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

- (1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(h) In accordance with AI 25.1103-104, JCC-I/A clause 952.225-0004, Compliance with Laws and Regulations, shall be included in all contracts with place of performance in Iraq or Afghanistan.

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS

**JCC-I/A CLAUSE 952.225-0004
COMPLIANCE WITH LAWS AND REGULATIONS
(JAN 2010)**

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

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

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

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

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

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

(i) In accordance with AI 25.1103-105, JCC-I/A clause 952.225-0005, Monthly Contractor Census Reporting, shall be included in all service and construction contracts with place of performance in Iraq or Afghanistan.

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING

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

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(j) In accordance with AI 25.1103-106, JCC-I/A clause 952.225-0006, Contract Delivery Requirements, shall be included in all contracts (with completed information) providing supplies to be delivered to Iraq or Afghanistan.

952.225-0006 – CONTRACT DELIVERY REQUIREMENTS

**JCC-I/A CLAUSE 952.225-0006
CONTRACT DELIVERY REQUIREMENTS
(MAR 2009)**

- (a) **REQUIRED DELIVERY DATE:** _____
- (b) **CONTRACTOR DELIVERY LOCATION:** _____
- (c) **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**
Name: _____
Phone No.: _____ email: _____
- (d) **FINAL DELIVERY DESTINATION:** _____
- (e) **POINT-OF-CONTACT AT FINAL DESTINATION:**
Name: _____
Phone No.: _____ email: _____
- (f) **REQUIRING ACTIVITY:** _____

(k) In accordance with AI 25.1103-107, JCC-I/A clause 952.225-0007, Mandatory Shipping Instructions, shall be included in all contracts in which the shipment of supplies or materials will be tracked or otherwise supported by the Logistics Operations of the U.S. Army Corps of Engineers, Gulf Region Division and the Commercial Distribution Division of USF-I.

952.225-0007 – MANDATORY SHIPPING INSTRUCTIONS

**JCC-I/A CLAUSE 952.225-0007
MANDATORY SHIPPING INSTRUCTIONS (IRAQ)
(JAN 2010)**

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq Representative. If the shipment qualified for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

- Upon contract award go to the following JCCS website:
- <https://www.rebuilding-iraq.net/>

STEP 2:

- Select the “Logistics” and then the “Customs” radio buttons.
- Select and complete the “Customs Levy Waiver Form”.

STEP 3:

--Email the (1) completed “Customs Levy Exemption Form”, (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at MNSTCI.J4.MMDMOVE@IRAQ.CENTCOM.MIL and Customs Officials at CMDbattlebox@iraq.centcom.mil, DSN: 318-485-2594/6224 Commercial:713-970-6140 (Rings in Iraq) within 7 days of shipping.

--The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

--Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

--Commercial Air Shipments require (1) airway bills and (2) the “Customs Levy Exemption” form to be emailed to Andre Hamm / Jack Scogin / Robert Hana Contact Numbers: +964.790.357.2295 / +964.790.332.9097 / +964.790.183-9227 Email: AHamm@agilitylogistics.com/JScogin@agilitylogistics.com/RHana@agilitylogistics.com and USF-I J4 org box at MNSTCI.J4.MMDMOVE@IRAQ.CENTCOM.MIL. Ensure that all shipping labels have USF-I and ATTN: Agility.

(d) It is the contractor’s responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(l) In accordance with AI 25.1103-108, JCC-I/A clause 952.225-0008, Shipping Instructions for Weapons, shall be included in all contracts that require delivery of weapons to Iraq or Afghanistan.

952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS

**JCC-I/A CLAUSE 952.225-0008
SHIPPING INSTRUCTION FOR WEAPONS
(MAR 2009)**

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(m) In accordance with AI 25.1103-109, JCC-I/A clause 952.225-0009, Medical Screening and Vaccination Requirements for Locally Hired Employees, shall be included in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Iraq, in accordance with MNF-I FRAGO 09-124.

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES

**JCC-I/A CLAUSE 952.225-0009
MEDICAL SCREENING AND VACCINATION REQUIREMENTS**

**FOR LOCALLY HIRED EMPLOYEES
(JAN 2010)**

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

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

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

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

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

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

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

(1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.

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

(n) RESERVED

(o) In accordance with AI 25.1103-111, JCC-I/A clause 952.225-0011, Government Furnished Contractor Support, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT

**JCC-I/A CLAUSE 952.225-0011
GOVERNMENT FURNISHED CONTRACTOR SUPPORT
(JAN 2010)**

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

U.S. Citizens Accompanying the Force

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO | <input type="checkbox"/> DoD Essential | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO | <input type="checkbox"/> DoD Essential | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO | <input type="checkbox"/> DoD Essential | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

(p) In accordance with AI 25.1103-112, JCC-I/A provision 952.225-0012, Notice of Limited Competition, shall be included in all contracts solicited under the authority of DFARS 225.7703-1(a)(3), directed to a particular source or sources from Iraq and Afghanistan.

952.225-0012 – NOTICE OF LIMITED COMPETITION

**JCC-I/A PROVISION 952.225-0012
NOTICE OF LIMITED COMPETITION
(MAY 2009)**

(a) This procurement is restricted to a particular source or sources from Iraq or Afghanistan in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 225.7703-1(a)(3).

(b) “Source from Iraq or Afghanistan” is defined by DFARS 225.7701 as a “source that (1) is located in Iraq or Afghanistan; and (2) offers products or services from Iraq or Afghanistan”.

(q) In accordance with AI 25.1103-113, JCC-I/A clause 952.225-0013, Contractor health and safety, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

952.225-0013 – CONTRACTOR HEALTH AND SAFETY

**JCC-I/A CLAUSE 952.225-0013
CONTRACTOR HEALTH AND SAFETY
(JAN 2010)**

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

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

(r) In accordance with AI 28.305-200(a), JCC-I/A clause 952.228-0001, Worker's Compensation Insurance (Defense Base Act), shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

952.228-0001 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)

**JCC-I/A CLAUSE 952.228-0001
WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)
(JAN 2010)**

(a) This JCC-I/A clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE and JCC-I/A contract are as follows:

Services	\$4.00 per \$100 of employee remuneration
Construction	\$6.00 per \$100 of employee remuneration
Aviation	\$17.00 per \$100 of employee remuneration
Security	\$10.00 per \$100 of employee remuneration

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

(c) The contractor shall insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contract shall be modified accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.

(f) Claims Reporting – The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.

(g) Failure to obtain Defense Base Act (DBA) insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

(s) In accordance with AI 28.305-200(b), JCC-I/A provision 952.228-0002, Defense Base Act Insurance Rates – Limitation – Fixed-Price Contracts, shall be included in all affected solicitations for fixed-price contracts, whenever DBA Insurance is required.

952.228-0002 – DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE CONTRACTS

**JCC-I/A PROVISION 952.228-0002
DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE
CONTRACTS
(OCT 2009)**

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. The fixed rates for this insurance are as follows:

Service	\$4.00 per \$100 of employee remuneration
Construction	\$6.00 per \$100 of employee remuneration
Aviation	\$17.00 per \$100 of employee remuneration

Security \$10.00 per \$100 of employee remuneration

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

1. Compensation of Covered Employees: _____
(Total Payroll Not total Contract Value) Ex: if total payroll is \$100K
2. Applicable DBA rate: _____
(Use appropriate Rate) Ex: If a service, the rate is \$4.00/\$100 or 4%
3. Total DBA COST: _____
(Amount of DBA Premium) Ex: \$100K multiplied by 4% is \$4K

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

(d) Use of the coverage under the USACE contract with CNA is mandatory. CNA Insurance is utilizing Rutherford International as their managing broker. The primary point-of-contact (POC) is the USACE DBA Program Administrator: Ramoan Jones, 001-703-813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, 001-703-813-6503 sara.payne@rutherford.com.

(t) In accordance with AI JCC-I/A 28.305-200(c), provision JCC-I/A 952.228-0003, Defense Base Act Insurance Rates – Limitation – Cost-Reimbursement, Labor Hour, and Time-and-Materials Contracts, shall be included in all affected solicitations for cost-reimbursement, labor-hour, or time-and-materials contracts, whenever DBA Insurance is required.

952.228-0003 – DEFENSE BASE ACT INSURANCE RATES – LIMITATION – COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND- MATERIALS CONTRACTS

**JCC-I/A PROVISION 952.228-0003
DEFENSE BASE ACT INSURANCE RATES – LIMITATION – COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND-MATERIALS CONTRACTS
(OCT 2009)**

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. In preparing its cost proposal, the offeror shall use the following fixed rates in computing the cost for DBA insurance:

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

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

(c) Should an offeror compute or include a higher DBA insurance rate, the rate shall be disallowed.

(d) Use of the coverage under the USACE contract with CNA is mandatory. CNA Insurance is utilizing Rutherford International as their managing broker. The primary point-of-contact (POC) is the USACE DBA Program Administrator: Ramoan Jones, 001-703-813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, 001-703-813-6503 sara.payne@rutherford.com.

(u) In accordance with AI 28.307-100, JCC-I/A clause 952.228-0004, Government Liability for Non-Tactical Vehicles, shall be included in all contracts that require leasing of non-tactical vehicles in Iraq or Afghanistan.

952.228-0004 – GOVERNMENT LIABILITY FOR NON-TACTICAL VEHICLES

**JCC-I/A CLAUSE 952.228-0004
GOVERNMENT LIABILITY FOR NON-TACTICAL VEHICLES
(MAR 2009)**

(a) The United States Government is self-insured and provides full insurance coverage for all vehicles in its possession. In addition to this coverage, the government carries full coverage liability, medical, and collision insurance with zero deductible to cover all medical and legal expenses to be paid for injuries or death settlement expenses.

(b) The contractor may submit a claim to the contracting officer for any vehicles destroyed or damaged, while in the possession of the Government, due to criminal acts, natural acts (commonly called Acts of God), or hostile acts. The claim shall include a detailed proposal, documentation substantiating the claim, and an invoice for the replacement vehicle if required by the contracting officer.

(c) The Government will compensate the contractor in an amount determined by the contracting officer. This amount will not exceed the actual cost of the vehicle, proven by invoice, less a deduction for actual use that shall be computed by multiplying the invoice value of the vehicle at the time of delivery by 3.0% for each month that the government has leased the vehicle, plus other ordinary and necessary costs agreed to by the parties. All documentation substantiating that the vehicle was destroyed or damaged will be provided to the contracting officer prior to authorizing the payment.

(d) Lease payments for a destroyed vehicle will end at the time of destruction, and no further lease payments will be made on the vehicle unless the lessor can supply an equivalent vehicle to replace it within 24 hours of the destruction. The government, however, is not responsible for vehicles under the contractor's control at the time of damage or destruction.

(e) Title of all leased vehicles furnished under this contract shall not pass to the Government upon acceptance, regardless of the time or the location the Government takes physical possession.

(v) In accordance with AI 32.1106-200(a), JCC-I/A clause 952.232-0001, Payment in Local Currency (Iraq) may be included in any contracts under the micro-purchase threshold in Iraq, unless the contract specifies payment by EFT.

952.232-0001 – PAYMENT IN LOCAL CURRENCY (IRAQ)

**JCC-I/A 952.232-0001
PAYMENT IN LOCAL CURRENCY (IRAQ)
(JAN 2010)**

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

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

(c) This contract is awarded in Iraqi Dinar (local currency). The contractor will receive payment in local currency. Local currency payments are made via Electronic Funds Transfer. Payments in cash are restricted to contracts where the vendor provides proof that an account at a bank accepting local EFT is unavailable.

(w) In accordance with AI 32.1106-200(b), JCC-I/A clause 952.232-0002, Payment in Local Currency (Afghanistan) may be included in any contracts under the micro-purchase threshold in Afghanistan, unless the contract specifies payment by EFT.

952.232-0002 – PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)

**JCC-I/A 952.232-0002
PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)
(JAN 2010)**

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

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

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

- (1) Electronic Funds Transfer (EFT)
- (2) Check, drawn on a U.S. Government account in a local nation bank

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

(x) In accordance with AI 32.1110-100, JCC-I/A clause 952.232-0003, JCC-I/A Wide Area Workflow Instructions, may be included in solicitations expected to be awarded to U.S. vendors, in accordance with DFARS 232.7004.

952.232-0003 – JCC-I/A WIDE AREA WORKFLOW INSTRUCTIONS

**JCC-I/A CLAUSE 952.232-0003
JCC-I/A WIDE AREA WORKFLOW INSTRUCTIONS
(JAN 2010)**

(a) To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", JCC-I/A uses Wide Area Workflow - Receipt and Acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

(b) The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

(c) The Contractor may submit a payment request using other than WAWF-RA only when:

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF-RA;

(2) DoD is unable to receive a payment request in electronic form; or

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) INSTRUCTIONS:

The contractor shall register to use WAWF at <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk in Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(e) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

(1) Progress Payment (For use under contractually authorized Progress Payments)

(2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

(3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

(4) "2-in-1" (For Service CLINS only)

(5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(f) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor CAGE Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC*:

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. CAGE Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(g) When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

(h) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item

on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

(i) The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

(j) Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

(k) In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition LOT and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple LOT numbers or multiple MILSTRIP requisition document numbers, each LOT number and MILSTRIP requisition number must be identified separately.

(y) In accordance with AI 33.103-110, JCC-I/A provision 952.233-0001, JCC-I/A Agency Protest Program, shall be included in all solicitations.

952.233-0001 – JCC-I/A AGENCY PROTEST PROGRAM

**JCC-I/A PROVISION 952.233-0001
JCC-I/A AGENCY PROTEST PROGRAM
(MAR 2009)**

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC) in accordance with FAR 33.103. A protest to JCC-I/A is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The JCC-I/A Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within JCC-I/A, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the JCC-I/A Agency Protest program for contract solicitations issued by JCC-I/A. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This provision describes the circumstances under which JCC-I/A voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Agency Protest, as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an “automatic stay” and it mirrors the stay required under a timely post-award protest to the GAO under 31 U.S. Code 3553(c) and FAR 33.104(c) (a “Competition in Contracting Act (CICA) Stay”). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay “override.”

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file a JCC-I/A Agency Protest and, if it is dissatisfied with the agency’s protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The JCC-I/A voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the JCC-I/A Agency Protest Program. Should the interested party disagree with the Contracting Officer’s or RCC/Division Chief’s resolution of an Agency Protest, it may appeal to the Principal Assistant Responsible for Contracting (PARC) or utilize another protest forum. The JCC-I/A Voluntary Automatic Stay extends the protester’s right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester’s initially filing its protest as an Agency Protest instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the Contracting Officer or RCC/Division Chief’s decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an Agency Protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this provision adversely affects an interested party’s rights to protest a contract action to the GAO, or to seek other relief related to the action.

(4) However, an appeal and review of the Contracting Officer’s Agency Protest decision by the PARC will not extend the GAO’s timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of receipt of the Contracting Officer’s Agency Protest decision.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this provision for resolution of protests.

(e) For the purpose of filing a JCC-I/A Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(f) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(g) JCC-I/A Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

(z) In accordance with AI 36.521-100, JCC-I/A clause 952.236-0001, Electrical and Structural Building Standards for Construction Projects shall be included in all construction contracts; including minor construction, renovation, alteration, and refurbishment; in Iraq or Afghanistan.

952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS

**JCC-I/A CLAUSE 952.236-0001
ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR
CONSTRUCTION PROJECTS
(JAN 2010)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) “the minimum requirements of United States’ National Fire Protection Association (NFPA) 70,
- (2) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States’ National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the

above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

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

UFC: http://65.204.17.188/report/doc_ufc.html

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

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

(aa) In accordance with AI 45.104-200(a), JCC-I/A clause 952.245-0001, General Conditions for Leased Equipment, may be included in contracts that include leasing of equipment, in Iraq or Afghanistan.

952.245-0001 – GENERAL CONDITIONS FOR LEASED EQUIPMENT

**JCC-I/A CLAUSE 952.245-0001
GENERAL CONDITIONS FOR LEASED EQUIPMENT
(JAN 2010)**

(a) All equipment furnished under this contract shall be in good working order. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available for use.

(b) All operating supplies, except those listed below, shall be furnished by the Government Contractor [*select one*]. Operating supplies include fuel, oil, filters, lube/oil changes. Even though this clause specifies that all operating supplies are to be furnished by the contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payments to the contractor.

Exceptions: _____

(c) All repairs to equipment necessary to maintain operability shall be made and paid for by the contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor. If equipment cannot be repaired and operable within ____ [*insert number of days*] calendar days, the contractor shall remove and replace the equipment at no additional expense to the Government. The pro-rated cost associated with the number of days the equipment was unavailable shall not be invoiced and will not be payable by the Government.

(d) For payment purposes, the time for hire shall start at the time the equipment is provided at the delivery location specified in the Statement of Work and end when the equipment is available for pick up at the specified return location. The Government shall provide ____ [*insert number of days*] calendar days advance notice of requested contractor pick up.

(bb) In accordance with AI 45.104-200(b), JCC-I/A clause 952.245-0002, Government Liability for Leased Equipment (With Operator), may be included in contracts that include leasing of equipment, in which provision of an operator is included in the contract, as applicable.

952.245-0002 – GOVERNMENT LIABILITY FOR LEASED EQUIPMENT (WITH OPERATOR)

**JCC-I/A CLAUSE 952.245-0002
GOVERNMENT LIABILITY FOR LEASED EQUIPMENT
(WITH OPERATOR)
(MAY 2009)**

For equipment furnished by the contractor under this contract, with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and for the safety of the equipment.

(cc) In accordance with AI 45.104-200(c), JCC-I/A clause 952.245-0003, Government Liability for Leased Equipment (Without Operator), may be included in contracts that include leasing of equipment, in which provision of an operator is not included in the contract, as applicable.

952.245-0003 – GOVERNMENT LIABILITY FOR LEASED EQUIPMENT (WITHOUT EQUIPMENT)

**JCC-I/A CLAUSE 952.245-0003
GOVERNMENT LIABILITY FOR LEASED EQUIPMENT
(WITHOUT OPERATOR)
(MAY 2009)**

For equipment furnished by the contractor under this contract, without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear and tear, (2) mechanical failure, or (3) the fault or negligence of the contractor or the contractor's agents or employees.

(dd) In accordance with AI 45.104-200(d), JCC-I/A clause 952.245-0004, Contractor's Responsibility for Property and Personal Damages, may be included in contracts that include leasing of equipment, as applicable.

952.245-0004 – CONTRACTOR'S RESPONSIBILITY FOR PROPERTY AND PERSONAL DAMAGES

**JCC-I/A CLAUSE 952.245-0004
CONTRACTOR'S RESPONSIBILITY FOR PROPERTY AND PERSONAL
DAMAGES
(MAY 2009)**

Part 52 – Solicitation Provisions and Contract Clauses

Except as provided in JCC-I/A clauses 952.245-0002 and 952.245-0003, the contractor will be responsible for all damages to property and to persons, including third parties that occur as a result of contractor or contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

PART 53 - FORMS

JCC-I/A CONTRACTING OFFICER APPOINTMENT REQUEST (MAR 2009)

AUTHORITY: FAR 1.603, Selection, appointment and termination of appointment.

PURPOSE: To provide information used to evaluate an applicant's training, experience and education to ensure it meets the requirements of the Defense Acquisition Workforce Improvement Act (DAWIA) and DOD Directive 5000.52, prior to issuance of a Contracting Officer warrant.

MILITARY APPLICANTS: ATTACH A CURRENT SURF, ORB, ACRB, etc.

Name: _____ Rank/Grade: _____

Permanent Duty Station: _____

Current Duty Phone: _____

Current Duty email: _____

Current Grade/Position: _____

JCC-I/A Unit Assignment: _____

Estimated Arrival Date: _____ Estimated Departure Date: _____

DAWIA CERTIFICATION

DAWIA Contracting Certification Level: _____
(submit documentation of highest level earned)

If Applicable:
DAWIA Secondary Certification Level: _____
Field of Secondary Certification: _____
(submit documentation of highest level earned))

TRAINING

DAWIA training completed for next highest level of certification (N/A if Level III certified):

<u>Course Name</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

EXPERIENCE

Total years/months of contracting experience: _____
Total years/months of construction contracting experience: _____
Total years/months of services contracting experience: _____
Total years/months of commodities contracting experience: _____
Approximate Number of Source Selections: _____

Synopsis of Source Selection Experience (role, complexity, etc.):

Contracting Experience

(An up-to-date SURF, ORB, ACRB, Resume, etc can provide this information or complete the below (add additional lines, as necessary))

<u>Dates</u>	<u>Position/Grade/Duty Location</u>
_____	_____
_____	_____
_____	_____
_____	_____

Previous Warrants Held

<u>Date</u>	<u>Activity</u>	<u>Warrant Authority/Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

EDUCATION

Highest Degree Obtained: _____ Year: _____

Major Field(s) of Study: _____

or

Total Hours Completed: _____ semester hours/quarter hours

(circle one)

Business Hours Completed: _____ semester hours/quarter hours
(circle one)

Major Field(s) of Study: _____

APPLICANT CERTIFICATION

I hereby certify that the information provided above is accurate and complete. Further, I certify that I have read and understand the JCC-I/A Acquisition Instruction.

Signature: _____

Typed/Printed Name: _____

REGIONAL/DIVISION CONTRACTING CHIEF ENDORSEMENT

The above designated individual possesses the experience, training and education, and to the best of my knowledge, possesses the necessary business acumen, judgment, character, and reputation necessary to be appointed as a Contracting Officer.

Recommended Warrant Authority/Amount: _____

Signature: _____

Typed/Printed Name: _____

OPARC REVIEW

DAWIA Certification at Appropriate Level: YES _____ NO _____ *

* If "No", provide comments: _____

Experience at Appropriate Level: YES _____ NO _____ *

* If "No", provide comments: _____

Education at Appropriate Level: YES _____ NO _____ *

* If "No", provide comments: _____

OPARC Staff Recommendation: _____

PARC

Approved: _____ Disapproved: _____ *

*Reason for disapproval: _____

Signature: _____

Typed/Printed Name: _____

PARC: IRAQ ____ AFGHANISTAN ____

Warrant Issue Date: _____

APPENDIX 1 – JCC-I/A COORDINATION AND APPROVAL THRESHOLDS

JCC-I/A COORDINATION AND APPROVAL THRESHOLDS			
Reference	Threshold	Approval Authority	Coordination
Acquisition Plans			
DFARS 207.103	\$25M < \$50M	RCC/Div Chief	OPARC/CJA
DFARS 207.103	\$50M < \$250M	PARC	RCC-Div Chief/OPARC/CJA
DFARS 207.103	≥ \$250M < \$500M	HCA	RCC-Div Chief/OPARC/CJA/PARC
DFARS 207.103	≥ \$500M	DASA (P)	RCC-Div Chief/ OPARC/CJA/PARC/HCA
Acquisition Services Strategy Panels (ASSP)			
AFARS 5137.590-6	\$50M < \$250M	PARC	RCC-Div Chief/OPARC/CJA
AFARS 5137.590-6	\$250M < \$500M	HCA	RCC-Div Chief/OPARC/CJA/PARC
AFARS 5137.590-6	≥ \$500M	DASA (P)	RCC-Div Chief/ OPARC/CJA/PARC/HCA
D&Fs (DFARS 225.77)			
AI 25.1000-100	< \$100K	KO	RCC-Div Chief
AI 25.1000-101	\$100K < \$1M	RCC/Div Chief	RCC-Div Chief/OPARC/CJA
DFARS 225.7703-2	\$1M < \$30M	PARC	RCC-Div Chief/OPARC/CJA
OUSD Memo 2/12/09	≥ \$30M	HCA	RCC-Div Chief/OPARC/CJA/PARC
J&As - Other Than Full & Open Competition			
FAR 6.304	≥ \$100K < \$1M	RCC/Div Chief	n/a
FAR 6.304	\$1M < \$11.5M	Competition Advocate	RCC-Div Chief/OPARC/CJA
FAR 6.304	\$11.5M ≤ \$78M	HCA	RCC-Div Chief/OPARC/CJA/ Competition Advocate
FAR 6.304	> \$78M	DASA (P)	RCC-Div Chief/OPARC/CJA/ Competition Advocate/HCA

Non-DoD Contracts and Delivery Orders (Services)			
AFARS 5117.7802	\$100M < \$500M	HCA	RCC-Div Chief/OPARC/CJA/PARC
AFARS 5117.7802	≥ \$500M	DASA(P)	RCC-Div Chief/OPARC/CJA/ Competition Advocate/HCA
Non-DoD Contracts and Delivery Orders (Supplies)			
AFARS 5117.7802	\$100M < \$500M	HCA	RCC-Div Chief/OPARC/CJA/PARC
AFARS 5117.7802	≥ \$500M	DASA (P)	RCC-Div Chief/OPARC/CJA/ Competition Advocate/HCA
Ratifications of Unauthorized Commitments			
AFARS 5101.602-3	< \$10K	RCC/Div Chief	CJA
AFARS 5101.602-3	\$10K ≤ \$100K	PARC	RCC-Div Chief/OPARC/CJA
AFARS 5101.602-3	> \$100K	HCA	RCC-Div Chief/OPARC/CJA/PARC
Solicitations, Modifications & Contract Awards (incl. BPAs, IDIQs & TOs/DOs)			
AI 1.602-102	\$25K < \$750K	KO	Peer Review
AI 1.602-102	≥ \$750K	KO	RCC-Div Chief/OPARC/CJA
Source Selection Plans & Source Selection Authorities (FAR 15.3)			
AFARS 5115.303(c)	< \$25M	RCC/Div Chief	OPARC/CJA
AFARS 5115.303(c)	\$25M < \$100M	PARC	RCC-Div Chief/OPARC/CJA
AFARS 5115.303(c)	≥ \$100M < \$500M	HCA	RCC-Div Chief/OPARC/CJA/PARC
AFARS 5115.303(c)	≥ \$500M	DASA (P)	RCC-Div Chief/ OPARC/CJA/PARC/HCA
Terminations (including No-Cost Settlements)/Show-Cause/Cure Notices & Claims			
FAR 12.403 & FAR 49	Any Value	KO	OPARC/CJA
FAR 33.211	Any Value	KO	OPARC/CJA
Undefinitized Contract Actions			
DFARS 217.7404	Any Value	HCA	RCC-Div Chief/OPARC/CJA/PARC

APPENDIX 2 – DoDAACs and DoD ORDER CODES

COUNTRY	DoDAAC	OFFICE/LOCATION	DoD ORDER CODES
Afghanistan	W90U42	Sharana RCC	3Q
Afghanistan	W91B4K	Fenty RCC (Jalalabad)	3B
Afghanistan	W91B4L	Kandahar RCC	3D
Afghanistan	W91B4M	Kabul RCC	3E
Afghanistan	W91B4N	Bagram RCC	3F
Afghanistan	W91B4P	Salerno RCC	3L
Afghanistan	W90YVD	Shank RCC	L1
Afghanistan	W5K9FH	Leatherneck RCC	L2
Afghanistan	W5K9UR	Dwyer RCC	L4
Afghanistan	W5KA4N	Herat RCC	LJ
Iraq	W90U41	Delta RCC	7P
Iraq	W90U3Z	Bucca RCC	3Z
Iraq	W90VCM	Al Asad RCC	4U
Iraq	W90WH9	TFBSO (TWR), Baghdad	4X
Iraq	W91GDW	TWR Division, Baghdad	7A
Iraq	W91GET	Baghdad RCC	7E
Iraq	W91GEU	Victory RCC	7K
Iraq	W91GEY	Kalsu RCC	4W
Iraq	W91GF5	Balad RCC	7V
Iraq	W91GF9	Kirkuk RCC	7W
Iraq	W91GFB	Mosul RCC	8D
Iraq	W91GFC	Taji RCC	8F
Iraq	W91GFL	Tikrit RCC	8G
Iraq	W91GXE	Tallil RCC	8T
Iraq	W91GY0	MSD Division, Baghdad	LL
Iraq	W91GY3	Basrah RCC	LN
Historical Information			
Afghanistan	W913TY	Bagram RCC	n/a
Iraq	W91GER	Specialized Contracts Div.	n/a
Iraq	M20133	Fallujah RCC	n/a
Iraq	M68450	Fallujah RCC	n/a
Iraq	W914NS	MSD/TWR	n/a
Iraq	W91GFP	Kirkuk RCC	n/a
Iraq	W91GXN	Hillah RCC	n/a
Iraq	W91GXS	Kirkuk RCC	n/a
Iraq	W91GXX	Oil Sector	n/a
Iraq	W91GXY	Electrical Sector	n/a

Appendix 2

Iraq	W91GXZ	Facilities/Services Sector	n/a
Iraq	W91GY1	Public Works/Water Sector	n/a
Iraq	W917VW	Al Asad	n/a
Qatar	F38604	ECONS	n/a