

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11-Mar-2010	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356		CODE W5J9JE	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9JE-10-R-0054
			X	9B. DATED (SEE ITEM 11) 09-Mar-2010
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is the following: a. Add Sections 1040 and 1355 in their entirety. b. Sections 0110 and 0120 are deleted and replaced in their entirety. c. Provide registration instructions for the Preproposal Conference on that has been rescheduled to 28 March 2010. d. Provide registration instructions for the Site Visit scheduled for 24 March 2010.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 11-Mar-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

TABLE OF CONTENTS

The Table of Contents has changed from:

TABLE OF CONTENTS
SITE ADAPT SPECIFICATIONS
FOR
Afghan National Army (ANA), Regional Military Training Center (RMTC), Camp Shaheen,
Mazar-e-Sharif, Afghanistan

<u>Section</u>	<u>Title</u>
00010	Proposal Schedule
00110	Technical Evaluation Requirements
00120	Proposal Evaluation and Contract Award
00150	The Site Adapt Process
00555	Design Concept Documents
01010	Scope of Work
01015	Technical Requirements
01060	Special Clauses
01060a	Ministry of Defense Sign
01312	Quality Control System
01321	Project Schedule
01335	Submittal Procedures
01335a	Attachments AED
01415	Metric Measurements
01451	Contractor Quality Control

01525	Safety and Occupational Health Requirements
01770	Closeout Procedures
01780A	Closeout Submittals
01781	Operation and Maintenance Data
APPENDIX A	Drawings
APPENDIX B	Technical Specification

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Section 01040	9	11-MAR-2010
Attachment 2	Section 01355	6	11-MAR-2010

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

SECTION 110/120

**SECTION 00110
ANA: SITE-ADAPT DESIGN-BUILD
BEST VALUE**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1. DEFINITION

This solicitation is for a Firm Fixed Price (FFP) contract used to acquire site-adapt construction of Afghan National Army (ANA) facility (approximately 200,000 SM in size and a population of 2,700 persons; see furnished drawings and specifications) to be located at Mazar-e-Sharif, Balkh Province.

This work includes, but is not limited to, management, planning, design, material, labor, and equipment, to site adapt and construct all utilities, vehicular access, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein).

When the word 'Offeror' is encountered throughout this Section 00110, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this solicitation.

A proposal is documentation prepared by the Offeror and submitted to the Government for evaluation purposes in response to this solicitation.

When the word 'Government' is encountered throughout this Section 00110, it is intended to mean U.S. Army Corps of Engineers Afghanistan Engineer District - North (AED-N).

Proposals for this solicitation will be accepted until the date and time indicated on Standard Form 1442. Perspective Offerors should submit inquiries related to this solicitation only in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: Monica H. Bardsley, Contract Specialist
Kabul, Afghanistan

E-MAIL ADDRESS: monica.h.bardsley@usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 10 calendar days prior to the date set for receipt of offers. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of Offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:

Solicitation No. W5J9JE-10-R-0054

Offer Closing Date: 10 April, 2010

Offer Closing Time: 3:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: Monica H. Bardsley
Kabul, Afghanistan

Special Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers who desire to hand deliver their offers must give properly marked package(s) to the guard at the entrance gate to Qalaa House Compound no later than the time specified above (hand receipts provided upon request).

3. PREPROPOSAL CONFERENCE / SITE VISIT

A Pre-proposal Conference will be held the Corp of Engineers Afghanistan District Headquarter in Kabul at Qalaa House Compound on ~~AM #1...24 March 2010 at 1330 hours (1:30 pm)~~ 28 March 2010 at 1330 (1:30 p.m.) ...AM #1

~~AM #1...Instructions for registering for the Preproposal conference will be forwarded under a future amendment.~~ All prospective attendees must register at <http://www.aed.usace.army.mil/Conf-Registration328.asp> to attend the pre-proposal conference.

Because space is limited, only two (2) representatives per company will be admitted. If you are not registered, you will not be admitted onto the Qalaa House compound. You must register no later than 25 March, 2010.

Please plan to arrive early, as it may take time to be processed and screened through the security checkpoint. All attendees must possess a Government issued Identification Document such as National ID Card, CAC Card, Passport, etc. Security will begin screening attendees at 12:30 (1:00 PM). If you are not registered, security will not admit you. Anyone bring any cell phones, knives, guns, or other personal items will be turned away.**AM #1**

~~AM #1...An organized site visit will be held. Registration instructions will be forwarded under a future amendment.~~ An organized site visit will be conducted on 24 March, 2010 at 9:30 a.m. and 2:00 p.m. All prospective attendees must register at <http://www.aed.usace.army.mil/Conf-Registration328.asp> to attend the site visit. Because space is limited, only one (1) representative per company will be admitted. If you are not registered, you will not be admitted onto the Mazar-e-Sharif compound. You must register no later than 21 March, 2010.

Please plan to arrive early, as it may take time to be processed and screened through the security checkpoint. All attendees must possess a Government issued Identification Document such as National ID Card, CAC Card, Passport, etc. Security will begin screening attendees at 0800 (8:00 a.m.) for the 09:30 session and 1230 (12:30 p.m.) for the at 1400 (2:00 p.m) session. If you are not registered, security will not admit you. Anyone bring any cell phones, knives, guns, or other personal items will be turned away.**AM #1**

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

4. ELECTRONIC OFFERS

FAXED PROPOSALS, MODIFICATIONS THERETO, OR CANCELLATIONS WILL NOT BE ACCEPTED. However, offers may be withdrawn in writing by letter or e-mail. Any written notice to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals.

5. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	Original	Copies
VOLUME 1 – Technical Proposal	1	3
FACTOR 1 –Experience		
FACTOR 2 – Resources		
Sub-factor 1. Key Personnel		
Sub-factor 2. Capacity		
FACTOR 3 - Management and Performance Management		
Sub-factor 1. Management Plan		

Sub-factor 2. Capacity Development

Sub-factor 3. Prompt Payment

Sub-factor 4. DBA

Sub-factor 5. Performance of Work by the Contractor

FACTOR 4 – Security

FACTOR 5 – Past Performance

Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal (If you do not currently have a DUNS number, please note this in your documentation).

VOLUME 2– Price Proposal and

Administrative Submission

1

1

FACTOR 6 – Price Proposal

SF1442, Solicitation offer and award

Representation and Certifications, Section 00600

All Amendments (SF1442)

Offeror’s e-mail address and cell phone number

Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal (If you do not currently have a DUNS number, please note this in your documentation).

b. Failure to submit these documents may result in rejection of the proposal. The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore the proposal shall meet the following basic requirements:

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

(1) The Proposal shall be typed and submitted in English, and easy to read.

(2) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. **DO NOT MIX CONTENTS OF VOLUME 1 AND VOLUME 2 IN THE SAME BINDER.** The outside of each separate volume must be clearly marked to indicate its contents; and the identity of the Offeror including DUNS number. Additionally, clearly identify the “original” cost/price proposal and the “original” technical proposal on the outside cover.

(3) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.

(4) No dollar amounts from the Price Proposal are to be included in the Technical Proposal.

(5) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.

(6) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the Offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(7) Failure to submit required documents or failing to complete them properly will result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if instructions are not understood.

b. DISCUSSIONS. The Government **does not** intend to enter into discussions with Offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions.

c. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11” inch or A4 paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11” x 14” or 11” x 17” sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages. Do not include loose papers.

(4) “Confidential” projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror’s technical proposal. Offerors that include in their proposals information they do not want disclosed to the public for any purpose, or used by the Government except for

evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

7. JOINT VENTURES

A company that is part of a Joint Venture must submit a legally binding joint venture agreement. The Government will not evaluate the capability of any contractors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture signed by an authorized officer from each of the firms comprising the Joint Venture with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English.

If submitting a proposal as a Joint Venture, the experience, past performance, and management approach of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner will be considered the experience of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A copy of their Joint Venture agreement in English.
- b. A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

(5) Identification of the party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

(6) Identification of the party furnishing the facilities, such as office supplies and telephone service.

(7) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture.

A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

SUBCONTRACTORS

If an Offeror wishes to be credited with a subcontractor or supplier, i.e. a firm that is not the prime contractor or part of the joint venture, a letter of commitment signed by the subcontractor and the prime contractor must be submitted. The commitment letter must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). If an Offeror submits projects demonstrating experience by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror MUST submit a signed letter of commitment from the contractor who performed and completed the work. If a letter of commitment is not submitted, the experience will not be considered.

Letters of Commitment shall be included in Volume I, Factor 1, Experience.

8. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit the ORIGINAL and ONE additional hard copy of the Price Proposal.

(2) Size Restrictions and Page Limits. Use only 8 ½" x 11" or A4 pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
1	The Proposal Cover Sheet
2	The SF 1442 and Acknowledgement of Amendments (Signed)
3	Section 00010, Pricing Schedule
4	Representations, Certifications, and Other Statements of Offerors
5	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all Offerors. This provision, titled “Instructions to Offerors—Competitive Acquisition,” and the format for the proposal cover sheet are furnished elsewhere in this section.

TAB 2: The SF 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section 00010 is to be completed in its entirety by all Offerors. See Sections 00010 with attached notes, for further instructions.

TAB 4: All Offerors must have electronically completed the annual Representations and Certifications on the “Online Representations and Certifications Application” (ORCA) website or respond with the completed representations/certifications found in the solicitation. Offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. If the ORCA is not completed the Offeror must complete and return the “Representations, Certifications, and Other Statements of Offerors” included in the solicitation. If the Offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

TAB 5: If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

9. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and THREE (3) additional sets of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal shall be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor 1	EXPERIENCE
Factor 2	RESOURCES Sub-factor 1. Key Personnel Sub-factor 2. Capacity
Factor 3	MANAGEMENT AND PERFORMANCE Sub-factor 1. Management Plan Sub-factor 2. Capacity Development Sub-factor 3. Prompt Payment Sub-factor 4. DBA Sub-factor 5. Performance of Work by the Contractor
Factor 4	SECURITY
Factor 5	PAST PERFORMANCE

(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor 1, Experience – Minimum of 5 forms (maximum of 10 forms). Each experience form cannot exceed 5 pages in length. Anything longer than 5 years will not be evaluated. **Letters of Commitment with subcontractors will NOT count against your page limitation.**
- Factor 2, Resources– Limited to 1 page for each resume provided and 3 pages to discuss Capacity
- Factor 3, Management and Performance – 10 page limitation **Letters of Commitment with subcontractors will NOT count against your page limitation.**
- Factor 4, Security – Limited to 2 pages
- Factor 5, Past Performance – Limited to 6 pages (maximum of 6 forms)

Pages submitted which exceed limitations listed above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

10. PROPOSAL FORMAT - VOLUME I

Submission Requirements: The Proposal must contain no more than 10 projects as outlined by Attachment Experience Overview Sheet, representing the Contractor's experience performing work required on this solicitation.

- (i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the Offeror and/or the proposed team, including sub-contractors, on projects that are the same or similar to that described in the solicitation for site-adapt, design-build construction work.

The Contractor shall complete a minimum of five (5), but no more than ten (10), "Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. Each experience form cannot exceed 5 pages in length. Anything longer than 5 years will not be evaluated. At least five (5) of the projects submitted must be the same or similar to the site adapt, design build solicitation. Similar projects are permanent vertical construction projects that include design, and utilities development.

All of the projects submitted must be valued at over \$5,000,000.00 and must have been at least 95% completed or completed within the last three (3) years. At least one (1) project must be valued at over \$15,000,000.00 and must have been completed within the last three (3) years.

All of the projects submitted must have been located in the AFRICOM/CENTCOM area of responsibility (AOR). At least one (1) of the projects must have been successfully completed in the Province in which the solicitation project is to be located.

If any of the information required by the Experience Information Form is not included in the form then the offeror will be considered non-responsive and will receive a rating of "Unacceptable" and may be eliminated from further consideration for contract award.

- (ii) **TAB 2: FACTOR 2, RESOURCES:**

A. Subfactor 1 - KEY PERSONNEL: The Offeror must provide resume data for the following key personnel:

Project Manager for Design
Project Manager for Construction
Safety Officer
Quality Control Manager
Project Scheduler
Senior Electrical Engineer
Senior Mechanical Engineer
Senior Civil Engineer
Construction Superintendent
Capacity Development Manager

Resume information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization, institution if applicable
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract

The following key personnel must have degrees in the required disciplines:

- Project Managers – Architectural or Engineering Degree in any discipline
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineer – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree
- Project Scheduler – Degree in any engineering discipline or four year Construction Management degree

ALL key personnel shall have a minimum of five (5) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and a minimum of five (5) years of professional civil engineering experience.

Failure to meet all of the requirements under this subfactor will result in a rating of “Unacceptable” and elimination from further consideration for contract award.

B. Subfactor 2 - CAPACITY: The offeror shall demonstrate his/her ability to take on this additional project to include management resources, equipment (owned or rented), and financial capability to fully execute the project. The contractor shall also demonstrate that if the project schedule slips how additional resources (management, labor, and equipment) could be provided in a timely manner to ensure completion in accordance with the performance period.

(iii) **TAB 3: FACTOR 3, MANAGEMENT AND PERFORMANCE:**

A. Subfactor 1: MANAGEMENT PLAN: Describe in detail your proposed plan for managing all phases of this project throughout construction execution to completion and project turnover, ensuring you maintain schedule in accordance with the specified performance period. Provide a list of your major subcontractors and the features of work each will accomplish and whether or not you have previously teamed with your firm. Provide a letter of commitment from each subcontractor indicating their availability and intent to perform work on this project and the labor, equipment, and

resources they will bring to the project. Provide a Management Organizational Flow Chart, which includes Project Management, Construction, Contractor Quality Control (CQC), Safety, and Afghan Capacity Development Manager showing lines of authority and responsibilities for each position indicated. Describe your plan to control time during construction of the project and proposed methods to regain schedule should it slip. Discuss how subcontractors will be integrated into the project and how they will be controlled (as it relates to timely completion and quality of work). Provide a general discussion of the project Quality Control Plan (QCP), which specifically addresses how quality will be assured on this project.

B. Subfactor 2: CAPACITY DEVELOPMENT: The offeror shall provide an Afghan Capacity Development Plan. This plan must demonstrate how the offeror will promote the education and skills development of Afghan citizens. The offeror must also submit a copy of the form found at the end of this section entitled “Afghan Capacity Development.” Specifically, the plan must address the following elements, as a minimum. The term “offeror” here includes subcontractors, if applicable.

- How the offeror will recruit, hire, train and maintain a staff of skilled Afghan workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- How the offeror will recruit, hire, train and maintain a staff of Afghan journeymen, including but not limited to electricians and plumbers.
- How the offeror will recruit and hire educated Afghans or educate Afghan citizens so that they can assume construction engineering and management positions. These positions will include, but are not limited to safety and health officers, quality control managers, schedulers, cost estimators, construction superintendents, and project managers.
- How the offeror plans to interface with the technical and trade schools in the province where the project is being built to maximize the use of graduates from the schools and provide opportunities for the students and graduates of the schools to get on-the-job training and experience.
- The name and resume for an Afghan Capacity Development Manager, whose responsibility it will be to manage the capacity development efforts. The person’s position within the company organizational chart must be shown.

Offerors must address all of the requirements listed above to receive a rating of “Acceptable” for this subfactor.

C. Subfactor 3: PROMPT PAYMENT: The Offeror must demonstrate how they plan to ensure the prompt payment of all subcontractors, suppliers, and their

employees in accordance with local Afghan laws and the requirements specified Technical Specification Section 01060 Special Contract Requirements paragraph 2.8 Prompt Payment of Subcontractors. Offerors must demonstrate how they will meet their payment responsibility as a prime contractor and ensure all subcontractors, suppliers, and all employees are promptly paid in a timely manner

D. Subfactor 4: DEFENSE BASE ACT (DBA) INSURANCE: The offeror must provide a detailed narrative demonstrating how they intend to meet the DBA Insurance requirements in accordance with Technical Specification Section 01060 Special Contract Requirements paragraph 2.10.

E. Subfactor 5: PERFORMANCE OF WORK BY THE CONTRACTOR: The offeror must demonstrate how they will achieve the stated percentage of work in accordance with FAR 52.236-1 Performance of Work by the Contractor (Apr 1984).

(iv) **TAB 4: FACTOR 4, SECURITY PLAN:** The Offeror must provide a summary draft Security Plan specific to the geographic area of the project location. The plan must discuss how the specific requirements documented in Technical Specification Section 01040 Titled: Security will be met. The plan must specifically address your plan to hire, train, and arm the security force; and a description of your employee vetting/screening process. You must provide either a letter of commitment from a licensed Private Security Contractor (PSC) or make note of your intention to request to self-perform security functions. (Letter of commitment will not count against the page limitation)

(v) **TAB 5: FACTOR 5, PAST PERFORMANCE:** For past performance, the offeror must provide a list of all projects currently underway and letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience. In addition, "Past Performance" forms, attached at the end of this section, must be submitted in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. A minimum of three (3), but no more than five (5), references must be on projects at least 95% underway or completed within the last three (3) years. At least one (1) reference must refer to a project that has been completed in the province in which the solicitation project is located. Space is provided in Past Performance form for Data Universal Numbering System (DUNS). DUNS number must be provided if and when contractor has obtained number and it is available.

11. PROPOSAL FORMAT - VOLUME II PRICE PROPOSAL

Submission Requirements: The following Administrative requirement shall be submitted at the same time as the submission of the Technical Proposal (Volume 1).

Information to be provided in Volume II:

- a. Completed Bidding Schedule, containing the Contractor determined Prices.
- b. SF1442, Solicitation offer and award
- c. Representation and Certifications, Section 00600
- d. All Amendments (SF1442)

- e. Offeror's e-mail address and cell phone number
- f. Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal.

FACTOR 6 – PRICE

Contractor's prices shall contain all costs, in addition to those contained in the Bidding Schedule that is part of this solicitation. Prices shall represent costs (indirect and direct costs) including profit. The Contractor's prices shall contain all Contractor's costs inclusive of profit, all overhead (to include office and field overhead), labor burden, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, mobilization and demobilization, and all other costs including, but not limited to, compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection and/or moving of government property and engineering services. (Engineering services include those services that are incidental to construction, and completing submittals for construction work.) The prices shall also include costs necessary to interface with Government representatives, and coordination with occupants and other contractors as necessary. For more information see the Summary of Work.

COST/PRICE PROPOSAL EVALUATION:

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror's Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

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

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

(1) Agreement by the offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the FAR, Part 9.1. In order to be determined responsible, a prospective contractor must:

(a) Have adequate financial resources to perform the contract or the ability to obtain them.

(b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;

(c) Have a satisfactory performance record.

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

12. Proposal Cover Sheet

PROPOSAL COVER SHEET	
1. Solicitation Number:	
2. The name, address, and telephone and cell phone numbers of the Offeror, DUNS number (and electronic address if available):	
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.	
4. Names, titles, and telephone and cell phone numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:	
5. Name, title, and <u>signature</u> of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.	

13. SOURCE SELECTION USING THE BEST VALUE PROCESS. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15.101-1. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award. See also Section 00120.

Attached is a checklist for the convenience of the offeror. It is intended to assist in preparation of proposals. These are areas which should be addressed in a proper and complete proposal, but are not all inclusive. This checklist does NOT need to be returned, but is provided for information only.

CONTRACTOR CHECK LIST FOR INFORMATION ONLY

FACTORS	MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED OR ADDRESSED IN THE PROPOSAL	YES/NO (if NO contractor will not be considered technically acceptable)
FACTOR 1: EXPERIENCE	Project completed in the Province?	
	One (1) Project at least \$15,000,000.00 completed in the last 3 years?	
	Construction projects must show Design, Vertical Construction and Utilities Development	
FACTOR 2: RESOURCES	Clearly show education, Experience and required degree	
	List of all equipment (owned or rented)	
	Explain Financial Capability	
FACTOR 3: MANAGEMENT AND PERFORMANCE	List of Subcontractors with letters of commitment from each tell what portion of work the sub contractor will be performing	
	Provide Organization Flow Chart reflecting ALL Key Personnel	
	Provide Afghan Capacity Development Plan	
	Include resume for the Afghan Capacity Development Manager	
	Return Afghan Capacity Development Form Completely filled out	
	Include plan to ensure the prompt payment of all subcontractors, suppliers, and their employees	
	Skill Trade minimum 50% Afghan Journeymen minimum 35% Afghan	
	Address both how you plan to file a claim and your plan to make sure the family receives the funds	
FACTOR 4: SECURITY	Letter of commitment from the security subcontractor	
FACTOR 5: PAST PERFORMANCE	List of ALL ongoing Projects	
	All Letters of Recommendation, commendation and/or awards on all projects submitted for construction experience	

1. Have you assembled your proposal in the manner outlined by Section 00110?
2. Have you acknowledged all amendments?
3. Have you included One (1) original and Three (3) copies of Volume 1 – Technical Proposal?

(Each copy must be in a separate binder)

4. Have you included One (1) original and One (1) copy of Volume 2 – Price Proposal and Administrative Submission?
5. DO NOT MIX CONTENTS OF VOLUME 1 AND 2 IN THE SAME BINDER.

Afghan Capacity Development		
Position	Minimum Percentage of Workforce to be Afghan	Minimum Allowable Value to be Used in Column 2.
Skilled Trades		50
Journeyman		35

The undersigned confirms that the offeror (to include subcontractors) will meet or exceed the minimum percentages of Afghan employees, as listed in Column 2 above. The performance of the Afghan Capacity Development Manager will be evaluated based on his or her ability to meet or exceed the commitment for employing Afghans.

Signature _____

Printed Name _____

Title _____

Past Performance Form

1. Project Identification

Project name:
Contract number:
Location:

2. Customer Point of Contact (Note: the Government may contact this customer to verify the information provided on this form):

Name:
Address:
Phone number:
Email Address:

3. Problems encountered and corrective actions taken:

4. List Change Orders and their circumstances:

5. Project scheduled completion date and actual completion date. IF the scheduled and actual completion dates are different, explain reason for the change.

6. Initial Project Budget (US Dollars) and Final Actual Project Cost (US Dollars). IF the Project Budget and Final Actual Project Cost are different, explain reason for the change.

7. Safety record and accident reports:

8. References (submit the following if available):

Customer Satisfaction letters
Letters of Appreciation
Performance Evaluations
Certification of Achievements
Letters of Recommendations

SECTION 00120
ANA: SITE-ADAPT DESIGN-BUILD
BEST VALUE

PROPOSAL EVALUATION AND CONTRACT AWARD

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE BEST VALUE PROCESS

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

3. BASIS OF AWARD

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

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

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

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

(1) Agreement by the offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

(a) Have adequate financial resources to perform the contract or the ability to obtain them.

(b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;

(c) Have a satisfactory performance record.

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. EVALUATION OF THE TECHNICAL PROPOSAL. The Technical Proposal will be evaluated based on the following evaluation criteria:

A. FACTOR 1: EXPERIENCE: The Government will review the project experience of the offeror, including subcontractors, on projects provided in response to Section 00110, Factor 1. Offerors must address all of the following standards to receive a rating of “Acceptable” on this factor:

- Offeror shall complete a minimum of five (5), but no more than ten (10), “Experience Information” forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. Each experience form cannot exceed 5 pages in length. Anything longer than 5 years will not be evaluated. At least five (5) of the projects submitted must be the same or similar to the site adapt, design build solicitation. Similar projects are permanent vertical construction projects that include design, and utilities development.
- All of the projects submitted must be valued at over \$5,000,000.00 and must have been at least 95% completed or completed within the last three (3) years. At least one (1) project must be valued at over \$15,000,000.00 and must have been completed within the last three (3) years.
- All of the projects submitted must have been successfully completed in the AFRICOM/CENTCOM area of responsibility (AOR). At least one (1) of the projects submitted must have been successfully completed in the Province in which the solicitation project is to be located.

Failure to meet all of the requirements under this factor will result in a rating of “Unacceptable” and possible elimination from further consideration for contract award.

B. FACTOR 2: RESOURCES: The Government will review the resumes provided in response to Section 00110, Factor 2. Offerors must meet all of the following standards to receive a rating of “Acceptable” on this factor.

Subfactor 1 - KEY PERSONNEL:

The offeror must submit resumes for the following key personnel:

Project Manager for Design
Project Manager for Construction
Safety Officer,
Quality Control Manager,
Project Scheduler
Senior Electrical Engineer,
Senior Mechanical Engineer
Senior Civil Engineer,
Construction Superintendent,
Capacity Development Manager

All resumes must include the following information and not exceed one (1) page in length.

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization, institution if applicable
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract

The following key personnel must have degrees in the required disciplines:

- Project Manager – Architectural or Engineering Degree in any discipline
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineering – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree
- Project Scheduler – Degree in any Engineering discipline or 4 year Construction Management degree

ALL key personnel shall have a minimum of five (5) years of professional experience in that field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

Failure to meet all of the requirements under this subfactor will result in a rating of “Unacceptable” and elimination from further consideration for contract award.

Subfactor 2 - CAPACITY: The Government will review the description of capacity the contractor is able to bring to bear in executing the solicitation requirements provided in response to Section 00110, Factor 2. Offerors must demonstrate they have ability, equipment, financial capacity and management resources to successfully complete the project on time within the prescribed performance period to receive a rating of “Acceptable” or higher for this subfactor.

C. FACTOR 3- MANAGEMENT AND PERFORMANCE:

Subfactor 1 – MANAGEMENT PLAN: The Government will review the offeror’s proposed plan for managing all phases of the project verifying his intent to complete the project on schedule. The offeror must provide a list of its major subcontractors (if any) and the specific work each will accomplish. The contractor must state whether or not he has previously teamed with a specific subcontractor and they successfully completed the work on time. If subcontractors are used the contractor must provide a letter of commitment from each subcontractor indicating their availability and intent to perform work on the project. The offeror must provide a Management Organizational Flow Chart, which includes detailed information concerning Project Management, Construction, CQC, Safety, and Capacity Development. The chart must clearly indicate lines of authority and responsibilities for each of the positions indicated. The offeror must describe his plan to control time during construction to meet the project completion date and specify methods to be used in an effort to regain schedule should it slip. The contractor must discuss how subcontractors will be integrated into the project and how they will be controlled (as it relates to timely completion and quality of work). The offeror must provide a general discussion of his project Quality Control Plan (QCP), specifically addressing how quality will be assured on the project. All elements must be included in the plan in order to receive a rating of “Acceptable” for this subfactor.

Subfactor 2 – CAPACITY DEVELOPMENT: The Government will review the offeror’s proposed plan to determine if it demonstrates how the offeror will promote the education and skills development of Afghan citizens. Specifically, the plan must demonstrate the following:

- How the offeror will recruit, hire, train and maintain a staff of skilled Afghan workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- How the contractor will recruit, hire, train and maintain a staff of Afghan journeymen, including but not limited to electricians and plumbers.
- How the offeror will recruit and hire educated Afghans or educate Afghan citizens so that they can assume construction engineering and management positions. These positions

will include, but are not limited to safety and health officers, quality control managers, schedulers, cost estimators, construction superintendents, and project managers.

- How the offeror plans to interface with the technical and trade schools in the province where the project is being built to maximize the use of graduates from the schools and provide opportunities for the students and graduates of the schools to get on-the-job training and experience
- The name and resume for an Afghan Capacity Development Manager whose responsibility it will be to manage the capacity development efforts. The person's position within the company organizational chart must be shown.

Offerors must address all of the requirements listed above to receive a rating of "Acceptable" or higher for this subfactor.

Subfactor 3 – PROMPT PAYMENT: The government will review the offeror's description of how they will ensure the prompt payment of all subcontractors, suppliers, and their employees in accordance with local Afghan laws and the requirements specified in Technical Specification Section 01060 Special Contract Requirements paragraph 2.8 Prompt Payment of Subcontractors. Offerors must demonstrate how they will meet their payment responsibility as a prime contractor and ensure all subcontractors, suppliers, and all employees are promptly paid in a timely manner to receive a rating of "Acceptable" or higher for this subfactor.

Subfactor 4 - DEFENSE BASE ACT (DBA) INSURANCE: The government will review offeror's description of how they will properly submit a claim, to include necessary actions / preparations to gather contact information for the injured / deceased family, and both the notification and follow up processes to facilitate replacing the lost income of the worker. The government will also review the proposed process for immediate and required follow-on reports being submitted in a timely manner to the appropriate individuals in accordance with the DBA Insurance requirements specified in Technical Specification Section 01060 Special Contract Requirements paragraph 2.10. The offer's process must demonstrate how the requirements will be met to receive a rating of "Acceptable" or higher for this subfactor.

Subfactor 5 - PERFORMANCE OF WORK BY THE CONTRACTOR: The government will review the offeror's description of how they will achieve the stated percentage of work in accordance with the contract clause, by either self performing specific features of work, providing materials to be incorporated in the works, providing a list of owned equipment to be charged against the project to meet the percentage identified in Contract Clause 52.236-1 Performance of Work by the Contractor (Apr 1984). The offeror must demonstrate how the required percentage of work will be met to receive a rating of "Acceptable" or higher for this subfactor.

D. FACTOR 4: SECURITY PLAN: The government will review the offeror's summary draft security plan describing how they intend to meet the specific requirements found in Technical Specification Section 01040 Standard Contract Security. In the plan, offerors must

demonstrate that they will meet each of the requirements if self-performing, or must include a letter of commitment from a licensed PSC, to receive a rating of “Acceptable” or higher for this factor.

E. FACTOR 5: PAST PERFORMANCE: For past performance, government will review the offeror’s letters of recommendation, commendations and/or awards on projects to see that they demonstrate successful construction experience. The government will also review the “Past Performance” forms required to be submitted in response to this factor to ensure that all blocks are filled in and all data is accurate, current, and complete, a minimum of five (5), but no more than ten (10), references are on projects at least 95% underway or completed within the last three (3) years and at least one (1) reference refers to a project that has been completed in the province in which the solicitation project is located.

The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information source the Government deems necessary to evaluate a contractor’s past performance.

The US Army Corps of Engineers, Afghanistan Engineer District-North, maintains final evaluations of Offeror’s performance in the Resident Management System (RMS), hard copies in contract files, and previous past performance evaluations conducted by the Government. Any and all of this information may be used when evaluating past performance of Offerors if it is determined to be recent and relevant by the Contracting Officer.

The Government may use the list of projects under way, and other information, to contact references provided as part of Factor 1 – Experience, or any other sources, for information regarding the offeror’s past performance on projects and for the purposes of assessing and verifying the scope of the work performed. **Offerors shall provide accurate, current, and complete contact information for references provided in the past performance worksheet.**

Failure to meet all the requirements under this factor will result in a rating of “Unacceptable” for this factor. Offerors with no past performance information will receive a “NEUTRAL” rating for this factor.

6. GENERAL TECHNICAL CRITERIA

- a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The offeror’s failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.
- c. The Government cannot make award based on a deficient offer. Therefore, receipt of a rating of “Unacceptable” for any factor or subfactor will make the offer ineligible for award,

unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

(End of Summary of Changes)

SECTION 01040

SECURITY

1.0 SPECIFIC CONTRACT SECURITY ASSESSMENT

The Government has determined that there is an (Extremely Low) Risk associated with the security environment in which this work is to be performed. This rating takes into consideration the geographic location of the work, including the Government's institutional knowledge of the recent history of this area as it relates to security, and the nature of the work to be performed under this (contract). As such, the approval of your plan to provide security throughout the period of performance of this contract will be carefully reviewed by the Source Selection Evaluation Board, and will be weighted appropriately for the level of risk described above.

The Government is entitled to assume that the contractor possesses the degree of knowledge that is "standard" to experienced contractors in this industry and location, and that the contractor will gain other relevant information that is reasonably available about the (contract/task order) to be performed. The Government is further entitled to assume that the contractor understands its abilities as they relate to the work to be performed under the contract.

2.0 GENERAL BACKGROUND

Operations in Afghanistan require Armed Contractors (ACs) and Private Security Companies (PSCs) to fulfill a variety of important security functions for the Department of Defense (DOD), Department of State (DOS), and other entities operating in the Combined Joint Operations Area – Afghanistan (CJOA-A). Included in these ACs and PSCs are traditional private security companies, the Afghan security guards, and DOD contractors who are armed for personal protection. Traditional PSCs perform convoy escort, static security, and personal security details (PSDs). Afghan security guards (ASGs) provide local static security to Forward Operating Bases (FOBs), Company Operating Bases (COPs), and other infrastructure with local Afghan companies. DOD contractors may be armed either as a function of the service they provide or their operating location. These AC/PSCs are not combatants; they execute services to protect personnel, supplies and equipment, and fixed facilities. Weapons employed by AC/PSCs are for purely defensive purposes only. This section is in accordance with the "USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DOD Civilian Personnel and Contractors for Iraq and Afghanistan", 7 November 2006.

The intent of these contracted services is to "free" joint forces to conduct military operations and other inherently governmental functions. As the CJOA-A experiences both building of combat power as well as the parallel civilian uplift effort, the reliance on contracted services to include AC/PSCs is likely to increase. AC/PSC services are necessary to secure installations and other infrastructure, conduct movement support for sustainment, train Afghan Forces to proficiency, and transport key personnel throughout the CJOA-A. The terms armed contractor, private security company, or contractor personnel, includes all personnel directly employed by the contractor at any tier of contract or subcontract. This section applies to all armed contractors providing service on DoD contracts.

3.0 GOVERNMENT REPRESENTATIVES

USACE will have a hierarchical security organization that disseminates essential security information and provides consistent and comprehensive use of security information. The USACE Area OIC/NCOIC will serve as the Area Office security officer and the Resident OIC/NCOIC will serve as the security officer at each Resident Office. When required the Area Office will request security plan review support from the Anti-Terrorism/Force Protection (AT/FP) expertise in the District Joint Operations Center (JOC). The Contractor may request this support from the Area/Resident Office OIC.

3.1 SECURITY PLAN

The security officers will review and approve all current and future contractor security plans prior to submittal approval by the authorized representative of the contracting officer. The security officer shall ensure that all contractor security plans are in accordance with the contract requirements. The security plans shall address movement of contractor labor, material, and equipment including contractor notification requirements to Government security officers who will in-turn inform Task Force Commanders and other Coalition Forces. The security officers will lead the quality assurance program to ensure contractors are executing their approved security plans. The Government will not allow the Contractor to start work without an approved security plan.

3.2 SECURITY COORDINATION

Contractor will be required to coordinate construction site security with Task Force or Provincial Reconstruction Team (PRT) Commanders. Afghan or Coalition Forces may be available, under certain circumstances, to assist the contractor on a case by case basis. The Government also expects the Contractor to coordinate with local Afghan Forces to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract.

3.3 CLAIM FOR SECURITY DELAYS

Following a threat or an attack on a USACE contractor or a contractor claim for security delays, the security officer will validate the incident and assess the incident's impact to the contract period of performance. Within 30 days of the incident, if the contractor submits a request for an extension of time, the Government ACO will assess the incident's impact to the construction schedule and as necessary issue a contract modification for additional non-compensable time.

3.4 SECURITY RATING

Each contract/task order will be assigned a rating by the Government security officer (see paragraph 1.0). This rating will determine the level of approval for the security plan. Assistance from the District's JOC AT/FP expertise may be required to assess the rating. Ratings and approval levels are below:

- a. Extremely High Risk: District Commander
- b. High Risk: Deputy CDR, Chief of E&C, Area OIC, or J3 OIC
- c. Moderate Risk: Chief of Construction, Area OIC/NCOIC, or Area Engineer
- d. Low Risk: Resident OIC/NCOIC, Resident Engineer

3.5 GOVERNMENT PROVIDED SECURITY

Any U.S. Government provided security/escort services will be in accordance with DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006).

4.0 SITE SECURITY FOR PROJECTS OUTSIDE OF ACTIVE COALITION FORCE BASES

The contractor shall develop a site security plan and program (IAW Security Plan Section) to provide 24 hour, 7 days a week security for the project throughout the performance of the contract. There will be licensed armed guards manning project watch towers, the main entry gate, and roving patrols of the compound, adjacent hills, and observation posts at all times. Tower guards will maintain perimeter security to include thwarting any attempted theft, vandalism, or attacks. Roving guards will patrol vehicle staging areas making sure unauthorized personnel are not present, and prevent damage or sabotage of grounds and/or equipment. Roving patrols will also check nearby hills to prevent snipers or any other terrorist activity that might threaten the site. Facility security shall include access control to limit entry to unauthorized personnel, conduct vehicle and personnel bomb searches, report suspicious persons, question persons as required, and respond to calls for security support and assistance. The Contractor shall employ culturally appropriate means of searching personnel. Local governments, ANA/ANP units, and Coalition Forces should be coordinated with to support the large scale security of the site to the greatest extent possible; however, the contractor is ultimately responsible for providing security. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract. The contractor is expected to perform all required actions to protect the construction site compound from theft and vandalism and personnel from physical harm. These measures are strictly for the protection and defense of the on-site people and property; contractors are not authorized to conduct any type of offensive operations. For security of road construction, transportation of supplies, and equipment convoys, see the appropriate section below.

4.1 SITE SECURITY FOR PROJECTS ON-BASE

The Contractor shall provide general perimeter force protection security for developing the site. Security may include but is not limited to temporary fences and private security guards. Perimeter security shall prevent unauthorized site access and provide site protection to the contractor's work force and the Government personnel for the duration of the project. Many bases in Afghanistan have multiple contractors and local Afghan security forces working on them; it is the responsibility of the Contractor to ensure the 24/7 protection of the construction site from vandalism and theft. If the security situation request measures more than the general provision specified by the Contractor, the contractor shall inform the Government immediately. The Contractor has the ultimate responsibility for all security measures. These measures are strictly for the protection and defense of the on-site people and property; Contractors are not authorized to conduct offensive operations.

4.2 SECURITY FOR ROAD PROJECTS, TRANSPORTATION, & CONVOYS

Road construction projects will maintain at least two armed traffic control points (TCPs) at 300 meters in both directions of the road, or at a distance that terrain dictates. TCP guards will thoroughly inspect vehicles, entering the compound for explosives, contraband, and unauthorized personnel. TCP guards will also check for proper identification and conduct physical searches of personnel entering and leaving

the site. They will report suspicious persons, question persons as required, and respond to calls for security support assistance. The TCP must have controlling barricades to slow traffic in both directions, but not to block the road completely. The Contractor shall employ culturally appropriate means of searching personnel. The TCP must have a vehicle ready for immediate evacuation or pursuit of AAF trying to access the construction site.

4.2.1 MOVEMENT OF PROJECT EQUIPMENT AND SUPPLIES

The Contractor will inform the Government no later than 72 hours before any movement of project equipment and supplies outside of any Coalition Force bases in the CJOA-A. Both the Government and the Contractor must be aware of information security, using face-to-face meetings, courier mail, or other secure means of communication to discuss movements. All contractor convoys will have a minimum of two armed security details in the front and rear of the convoy. Convoys longer than three vehicles will also have a center armed security detail. The minimum security detail is a vehicle(s) with two armed security personnel, each with AK-47 or equivalent weapons. While the aforementioned is a minimum requirement, the Contractor shall have an armed security detail commiserate with the threat of the route. The threat of attack in Afghanistan is very real, and Contractors must be prepared for violent ambushes from Anti-Afghanistan Forces (AAF). Redundant communication equipment is highly recommended using cell phone, satellite phone, or other Contractor/Government supplied communication/tracking equipment.

4.2.2 SECURITY DETAIL

The project site will also have a security detail on either side of the on-site construction. These details must be able to protect and defend from nearby buildings, hilltops, and concealed terrain while still providing immediate on-site security to the construction equipment and personnel.

4.2.3 REQUIRED TRAINING

The contractor shall employ personnel that are trained in finding mines and improvised explosive devices along the construction route. Contractor personnel are prohibited from getting close, touching, or handling any explosive devices or unexploded ordinance found. The Contractor will report the location of any of these devices to the Government security officer or local Afghan Forces immediately for disposal/removal.

5.0 SECURITY PLAN

During the Preconstruction Conference, the Contractor will receive the Government's Alignment, Movement, & Security Plan (AMSP). The AMSP will have at a minimum:

- a. An estimated threat assessment of the project area and major supply routes.
- b. The contact information for the USACE security officers, engineering/construction representatives, local Coalition Forces, and local Afghan Forces near the project site.
- c. General emergency procedures and critical information required for Coalition/Afghan Force security assistance.
- d. The estimated number of quality assurance (QA) site visits by the Government on a weekly/monthly basis.
- e. Any special security requirements directed by the Coalition Force Commanders in the area.

5.1 ESTIMATED THREAT ASSESSMENT

The contractor is expected to develop a site security plan to cover a range of security operations from low to high threat. Included in this plan will be the capability for a surge of manpower and equipment required during high threat conditions. The contractor is expected to notify all on-site personnel of increased threats and protective action to take.

5.2 SECURITY PLAN REQUIREMENTS

The security plan introduction must contain the following information at a minimum: MOI license number, AISA licensed (Yes/No), armed contractor & subcontractor company names, contract number/title, contracting agency (USACE-AED), type of work, number/type of weapons authorized, POC for company with contact details, Government Contracting Officer and COR with contact details, number of security personnel by type (U.S., Afghan, Other), company's country of registration/origin.

5.3 PERSONNEL

The plan shall contain the names, photos, and tazkira numbers of security personnel, those personnel with access to weapons/ammo and those persons who will be handling or transporting explosives. As part of the security plan, the contractor shall continually submit the coordinates of the contractor's base camps, quarries, and current work locations. The Contractor shall submit, prior to the commencement of construction, a plan for security protection, with a list of the chain of command. Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project. The Contractor is solely responsible for security however local police shall be coordinated with regarding security to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this way will be grounds for termination of the contract. Additionally, our new contracts are going to require that ALL security personnel are to be registered biometrically.

5.4 FORCE PROTECTION CONDITION LEVELS

The contractor will use at least four force protection condition levels (Extremely High, High, Moderate, Low) with corresponding levels and codes for on-site threat postures (uniforms, weapons, and vehicle movements). The contractor will use road movement safety restriction codes (Green, Amber, Red, or Black) for frequently traveled roads in the vicinity of project site. Force protection conditions and vehicle route status will be publicized to the site population. As a guideline, here are the Coalition Force route status codes:

- a. Green – Route Open; no restrictions
- b. Amber – Route Open; only mission essential travel allowed on this route; the Government Security Officer must approve all Contractor movements.
- c. Red – Route Open; requires Commander's approval for travel. Forces are required to use armored vehicles; all non-essential ground site visits suspended.
- d. Black – Route Closed to Coalition Forces except for emergency travel.

5.5 COORDINATION WITH LOCAL POLICE

The contractor will establish a threat assessment group with local police to determine local area threats and adjust force protection conditions as required. The contractor must use language assistants/interpreters if there is a language difference between the armed security personnel, the contractor project manager, and other on-site personnel.

5.6 SECURITY PLAN SUBMITTAL REQUIREMENTS

Contractors will submit security plans in accordance with contract Section 01335 – Submittal Procedures for Projects.

6.0 ARMING LICENSE

Contractor personnel who are armed will be properly authorized to carry arms in Afghanistan by registering and obtaining a license to carry arms from the Afghanistan Ministry of the Interior through USFOR-A. Armed contractor personnel must be properly trained and qualified on each weapon they will be authorized to use. Exceptions to proceed without a valid MOI license may be granted in rare cases at the sole discretion of the Government. Failure to obtain this license is grounds for contract termination. All armed contractors must carry a copy of their Letter of Authorization (LOA) and their MOI license at all times. U.S. and Coalition Forces have the right to ask for this documentation at any time.

7.0 LOCAL HIRE VETTING PROGRAM

The Contractor shall maintain a local hire vetting program for all local hires required under performance of this contract, to include background checks. The Contractor will conduct interviews and review employment application information for their candidates, with results of the interview and information reviews provided to the USACE security representative for appropriate action. The Contractor will be available to accept reports of threats and intimidations, and forward these to the appropriate Government agency for resolution. The Contractor will demonstrate an awareness of cultural nuances (i.e. tribal relationships, etc.) and employ culturally sensitive measures when conducting interviews. The U.S. Government will enter all AC/PSC personnel into the nation-wide Biometrics network to verify Contractor vetting.

8.0 COMMUNICATION

The contractor will operate a 24/7 security operations center with communication capability to each guard on duty and the ability to notify all on-site personnel of increased threats and protective actions to take. The operations center will also have 24/7 communication with the local Coalition, ANA, or ANP security forces. The Contractor shall have communication with the District JOC at all times for rapid emergency response; the Government Security Officer will give the Contractor the JOC contact information. Communication can be via cell phone, email, satellite phones, VHF, HF, CODAN, text, or other communication technologies compatible with the Government's capabilities. The Contractor will provide the Government with their contact information (names, numbers, frequencies, email addresses, transponder IDs, etc.) for the site encompassing all available communication means.

9.0 CONTRACTOR PROVIDED EQUIPMENT

The contractor will provide the operational security equipment including but not limited to weapons, radios, uniforms, vehicles, vehicle fuel, phones, and other equipment as proposed by the contractor to provide complete site security.

10.0 TRAINING

The contractor will develop a training plan for each aspect of the security operations to ensure all employees receive initial and quarterly training to maintain certification, proficiency, and safety. Records of the training is an inspectable item for the COR and Security Officer. The Contractor will ensure all security personnel are trained on the required COMISAF/USFOR-A Tactical Directive, ROE/RUF, escalation of force (EOF), withdrawal/clear drills, proportionality, target discrimination, positive ID, Law of War, small unit tactics training, and general convoy drills like vehicle recovery. This training will also include but not limited to weapons qualification, vehicle operations, IED, site security, traffic/entry control points, and safety. The contractor shall provide a sufficient number of trained personnel to meet the required security level for the project beginning on the date of mobilization.

11.0 KEY CONTROL

The contractor shall establish and implement methods in writing to ensure that all keys issued by the Contractor are not lost or misplaced and are not used by unauthorized persons. The contractor shall develop procedures covering key control that will be included in their quality control system (See Section 01451). The project managers will keep a master log of all keys and provide a copy to the contracting officer's representative (COR) for verification. If a key is lost or stolen, the Contractor shall pay to have all impacted locks changed/rekeyed immediately.

12.0 SAFETY BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas, or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Government site supervisor. As the situation dictates, one security guard will be posted at each safety barricade.

13.0 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project physical security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed. Security may include but is not limited to fence and private security guards. The Contractor shall provide perimeter force protection security for the developing site. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and

maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week. This document shall be referred to as part of the security plan submittal.

14.0 CRITICAL INFORMATION TO REPORT

The Government is responsible for the management and oversight of DOD Contracted AC/PSCs delivering services throughout the CJOA-A. Given the impact of either contractor misbehavior or catastrophic attacks against contractors, it is critical that information regarding AC/PSC incidents is communicated quickly and accurately to the Government for purposes of management, fact-finding, and mitigation where necessary. The Government must receive the information addressed below. The Contractor will report any of these information requirements immediately to the Government site supervisor:

- a. AC/PSC Escalation of Force to include the use of weapons resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, other government official, or contractor
- b. AC/PSC accidents, traffic, or otherwise, resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, governmental official, or contractor.
- c. Attacks against AC/PSC activities by Anti-Afghan Forces resulting in the death or injury of an Afghan citizen, coalition or US service member, governmental official, or contractor.
- d. Reports of "lost convoys." These are AC/PSC escort or independent activities which have lost contact with their companies.
- e. AC/PSC Escalation of Force, accidents, or other activities that result in significant damage to Afghan or USG vehicles, materials or facilities.
- f. Anti-Afghan Force actions including small arms fires (SAF), RPG fire, indirect fire (IDF), improvised explosive devices (IEDs), and/or complex attacks against AC/PSC activities.
- g. Contractor accidental or negligent discharge of a weapon.

15.0 REOCCURRING REPORTS.

Every month the Contractor will report the following to the designated contract security officer:

- a. The number, type, and general description of every weapons discharge by the Contractor or any tier of subcontractor on the project.
- b. The name of the Contractor's security manager and the total number of armed personnel working on the project.
- c. The total number by type/caliber of all weapons employed on the project.
- d. The serial numbers and license plates of all armored vehicles used for the project.
- e. The type of transponder/tracking system used for any moving equipment used for the project.

- f. Any changes made to security personnel (new hires, employees who quit or were let go, transfers, etc.).
- g. Biometric registration of all new personnel.

16. The Contractor shall submit the names of all employees who will be working in security positions prior to their performance of any such work on this contract. All security personnel will be subject to Biometrics (retinal scan) testing by representatives of the Contracting Officer, at any time during performance of work on the contract. The names of security personnel and the Biometrics testing results will be vetted with the Afghanistan government, International Security Assistance Forces (ISAF), or U.S. Forces-Afghanistan to determine if any of the proposed security personnel are on the list of enemy combatants compiled by these sources. If the Contractor is notified by the Contracting Officer that such security personnel are on any of these lists of enemy combatants, such employees must be immediately removed from work on this contract. Repeated incidents of hiring security personnel on any of the lists of enemy combatants will be grounds for terminating the contract for default.

SECTION 01355
ENVIRONMENTAL PROTECTION (ANSF Version)

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

	ISLAMIC REPUBLIC OF AFGHANISTAN
Official Gazette No. 912	Environmental Law (2007)
	U.S. DEPARTMENT OF DEFENSE (DoD)
DoD 4715.05-G	Overseas Environmental Baseline Guidance Document (OEBGD) (2007)
	U.S. ARMY CORPS OF ENGINEERS (USACE)
US Army DA AR 200-1	Environmental Protection and Enhancement (2007)
	U.S. ARMY CORPS OF ENGINEERS (USACE)
EM 385-1-1	Safety and Health Requirements Manual (latest edition)

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and fuel/oils/lubricants.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the waters of Afghanistan shall occur.

1.2.5 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or waters of Afghanistan would require a permit to discharge water from the project.

1.2.6 Hazardous Material (HM)

A useful product that requires special management because it has hazardous characteristics (ignitability, corrosivity, reactivity, or toxicity) that could pose dangers to human health or the environment. A HM becomes a Hazardous Waste when it can no longer be used for its intended purpose.

1.2.7 Hazardous Waste (HW)

A discarded material with properties that could pose dangers to human health or the environment. A HW either exhibits a hazardous characteristic or is specifically listed as a HW by the EPA or by the State.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. Environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable Afghanistan environmental laws and regulations. The Contractor shall be responsible for delays resulting from failure to comply with environmental laws and regulations.

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, land, and includes management of visual esthetics, noise, solid waste, and erosion from stormwater, as well as pollutants.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by all subcontractors, suppliers, and vendors.

1.5 ABBREVIATIONS AND ACRONYMS

BACT	Best Available Control Technology
BMP	Best Management Practice
COR	Contracting Officer's Representative
ECO	Environmental Compliance Officer
HM	Hazardous Material HW Hazardous Waste
HW	Hazardous Waste
HWT	Hazardous Waste Technician
KO	Contracting Officer
PPE	Personal Protective Equipment
USACE	US Army Corps of Engineers

1.6 LAWS AND REGULATIONS

The Contractor shall comply with all applicable Afghanistan environmental, natural and cultural resources, and historic preservation laws and regulations.

1.7 SUBMITTALS

1.7.1 Environmental Protection Plan

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental, natural and cultural resources, and historic preservation issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Afghanistan environmental, natural and cultural resources, and historic preservation protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting, for approval, any additional requirements to be included in the Environmental Protection Plan.

1.7.1.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

1. Name(s) of the on-site Environmental Manager who is responsible for ensuring adherence to the Environmental Protection Plan and monitoring and documenting environmental procedures.
2. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are effective.
3. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
4. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
5. Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a hazardous material. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
 - a. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
 - b. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
 - c. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
 - d. The methods and procedures to be used for expeditious contaminant cleanup.
6. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.
7. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris.
8. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site and identifies the intended actions to prevent introduction of such materials into the air, water, or ground. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.
9. A hazardous waste plan that: identifies potentially hazardous waste that may be generated by the project.
10. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, decontamination water, hydrostatic test water, and water used in flushing of lines.
11. A historical, archaeological, cultural resources, and biological resources plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, and biological resources known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, and biological resources not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

1.8 PROTECTION FEATURES

Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with environmental, natural and cultural resources, and historic preservation laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions.

2 PRODUCTS (NOT USED)

3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental, natural and cultural resources, and historic preservation permits and commitments required by Afghanistan environmental, natural and cultural resources, and historic preservation laws and regulations.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality is not degraded as a result of the Contractor's construction activities. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as indicated on the drawings. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or

relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.2.5 Tree Protection

All costs associated with tree protection requirements required by specifications and drawings are the full responsibility of the Contractor. The Contractor shall exercise care when excavating trenches in the vicinity of trees.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor.

3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, and tailrace excavation shall be controlled at all times to maintain compliance designated uses of the surface water body.

3.3.2 Stream Crossings

Stream crossings (wet or dry) shall allow movement of materials or equipment without blocking the natural flow of water, if water became present.

3.4 AIR RESOURCES

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise.

3.4.4 Burning

All areas within facility perimeter fence line are designated as no burn areas.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

3.5.1 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed at an appropriate disposal site.

3.5.2 Contractor Hazardous Material / Generated Hazardous Wastes / Excess Hazardous Materials

The Contractor shall, at a minimum, manage and store hazardous material and waste in an area designed and operated to provide appropriate segregation for different waste streams, including those that are

chemically incompatible. Each area will have warning signs appropriate for the waste being accumulated at that site. Facilities or areas shall provide adequate ventilation, containment, and protection from the elements. Provide warning signs, limit access to the facility, and lock it when it is unattended. Contractor vehicles are not considered a proper storage facility. No HM or HW shall be stored in vehicles overnight or for any length of time. The Contractor shall take sufficient measures to prevent spillage or leakage of hazardous and toxic materials during dispensing or storage. The Contractor shall protect HM and HW from the weather by placing it in a safe covered location. The Contractor shall be responsible for storage, describing, packaging, labeling, and marking hazardous waste and hazardous material. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

3.5.3 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation.

3.5.4 Waste Water

Disposal of waste water shall be as specified below.

- a. Waste water from construction activities shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off site, unless on-site disposal is approved by the Contracting Officers Representative.
- b. Water generated from the flushing of lines after decontamination or decontamination in conjunction with hydrostatic testing or only hydrostatic testing shall be discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator.

3.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.7 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Afghanistan regulations.

3.8 MAINTENANCE OF POLLUTION CONTROL

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.9 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area restored to its original condition.

-- End of Section --

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