

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 58	
2. CONTRACT NO.		3. SOLICITATION NO. W5J9LE-10-R-0004		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 05 Dec 2009	
7. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355		CODE W5J9LE		8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:		<b>See Item 7</b>		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
		<input type="checkbox"/>					
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL: EMAIL:				(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES & PRICES**BID SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>
<b>BASE PERIOD</b>				
<b>UXO/Mine Clearance</b>				
<b>0001</b>	Services for survey, clearance and certify mine and UXO clearing, Afghanistan Engineer District - South. All work shall be performed in accordance with the Performance Work Statement (PWS). Period of Performance: 1 Year from Award	1	<b>LS</b>	<b>\$17,000,000.00</b> NOT TO EXCEED
000101	Site Survey report and Battle Area Clearance (square meter (SM) rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kandahar Air Field. Does not include Remote Sites by Definition. (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$	_____
000102	Site Survey report and Demining (SM rate) and the Certificate of Clearance at sites other than within a one kilometer radius of Kandahar Air Field. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$	_____
000103	Site Survey report and Battle Area Clearance (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$	_____
000104	Site Survey report and Demining (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$	_____

000105	Site Survey report and Battle Area Clearance (SM rate) at Remote Sites and the Certificate of Clearance. (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000106	Site Survey report and Demining (SM rate) at Remote Sites over 100 kilometers from closest ISAF location and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000107	Explosive Ordnance Disposal (EOD) Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
000108	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
000109	Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____

**OPTION YEAR 1**

**UXO/Mine Clearance**

0002	Services for survey, clearance and certify mine and UXO clearing, Afghanistan Engineer District - South. All work shall be performed in accordance with the Performance Work Statement (PWS). Period of Performance: 1 Year from Award of Option	1	<b>LS \$16,500,000.00</b> <b>NOT TO EXCEED</b>
000201	Site Survey report and Battle Area Clearance (square meter (SM) rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kandahar Air Field. Does not include Remote Sites by Definition.		

	(PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000202	Site Survey report and Demining (SM rate) and the Certificate of Clearance at sites other than within a one kilometer radius of Kandahar Air Field. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000203	Site Survey report and Battle Area Clearance (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000204	Site Survey report and Demining (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000205	Site Survey report and Battle Area Clearance (SM rate) at Remote Sites and the Certificate of Clearance. (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000206	Site Survey report and Demining (SM rate) at Remote Sites over 100 kilometers from closest ISAF location and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000207	Explosive Ordnance Disposal (EOD) Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
000208	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
000209	Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____

**OPTION YEAR 2****UXO/Mine Clearance**

<b>0003</b>	Services for survey, clearance and certify mine and UXO clearing, Afghanistan Engineer District - South. All work shall be performed in accordance with the Performance Work Statement (PWS). Period of Performance: 1 Year from Award of Option	1	<b>LS     \$16,450,000.00</b> <b>NOT TO EXCEED</b>
000301	Site Survey report and Battle Area Clearance (square meter (SM) rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kandahar Air Field. Does not include Remote Sites by Definition. (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000302	Site Survey report and Demining (SM rate) and the Certificate of Clearance at sites other than within a one kilometer radius of Kandahar Air Field. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000303	Site Survey report and Battle Area Clearance (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000304	Site Survey report and Demining (SM rate) at sites within a one kilometer radius of Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____

000305	Site Survey report and Battle Area Clearance (SM rate) at Remote Sites and the Certificate of Clearance. (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM \$ _____
000306	Site Survey report and Demining (SM rate) at Remote Sites over 100 kilometers from closest ISAF location and the Certificate of Clearance. (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM \$ _____
000307	Explosive Ordnance Disposal (EOD) Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
000308	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
000309	Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____

CONTRACT MINIMUM/MAXIMUM AMOUNTS: Pursuant to FAR 52.216-22(b), the maximum ceiling amount for this contract is \$49,950,000 and the minimum amount is \$10,000 for the life of the contract. NAICS CODE: 562910 –Remediation Services.

## INSTRUCTION TO OFFERORS

### I. INQUIRIES

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by e-mail to:

**John M. Perez**

E-MAIL ADDRESS: [john.m.perez@usace.army.mil](mailto:john.m.perez@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.

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.

## II. DIRECTIONS FOR SUBMITTING PROPOSALS

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

MARK PACKAGES: **Demining**

Solicitation No: W5J9LE-10-R-0004

Closing Date: 5 January 2010

**Closing Time:** Proposals must be received at the gate ECP-3, Kandahar Air Field, Kandahar, Afghanistan between 09:00 to 11:00 a.m. Afghanistan Time on 5 January 2010

**OR**

to the U.S. Corps of Engineer Compound (USACE) Contracting Office 720 KAF Road Kandahar Air Field across from the bazaar by no later than 5 p.m. Afghanistan Time 5 January 2010.

ADDRESS PACKAGES TO: John M. Perez  
USACE-AES  
APO-AE 09355

## III. PREPROPOSAL CONFERENCE / SITE VISIT

No organized Pre-Proposal Conferences/Site-Visit is set for this acquisition at this time. If an organized Pre-Proposal Conference/Site-Visit is scheduled, it will be announced by Solicitation Amendment.

**IMPORTANT NOTES.** (1) Remarks and explanations addressed during the conference or site visit 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. FACSIMILE AND EMAIL

Facsimile and email offers, modifications thereto, are not accepted. Cancellation of offers are accepted by email, but not accepted by facsimile.

Facsimile and email responses to acknowledge Solicitation Amendments are not allowed. Only hard copy acknowledgements of Amendments are permitted.

### 5. DEFENSE BASE ACT (DBA) INSURANCE

DBA insurance is not required on this proposal. However, DBA insurance will be required on each Task Order after award.

## Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

**PERFORMANCE WORK STATEMENT (PWS)**  
**Services Contract**  
**Mine and UXO Clearance**  
**Afghanistan Engineer District – South (AES)**  
**Area of Operations**

**1.0 General**

**1.1** The contractor shall provide all labor, equipment and materials needed to clear various sites located within AES Area of Operations of mines and/or unexploded ordnances (UXO). The contractor shall have all labor, equipment and materials in country and be able to provide continuous work on multiple sites simultaneously. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), Department of Defense Safety Standards (DOD) and U.S. Army Corps of Engineers Standards (USACE). The contractor shall be fully accredited by the United Nations Mine Action Coordination Center of Afghanistan (UNMACCA) and the Afghan Mine Action Authority. Operational accreditation from the UNMACCA must be in place before implementation of demining activities. The contractor will also be registered with the Afghanistan Government for mine and UXO clearance services. The contractor shall provide proof of accreditation to the USACE.

**1.2** The contractor shall have available in country or onsite required armored mechanical equipment such as armored front-end loaders, excavator, rolling capability, and personnel carriers. Other such equipment will include, but not be limited to, mine labs detector, broad large loop detector, and Schoenstadt detector capable of detection down to a minimum of 1 meter in depth. The contractor shall have also in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified Explosive Ordnance Disposal (EOD) personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS, AMAS and DOD standards. The contractor is free to select the most cost effective means and methods of clearance as long as the work is executed in accordance with the IMAS, AMAS and DOD standards and meets the standards provided by the USACE. The contractor is responsible for providing qualified workers, supervision, quality control, and safety personnel to execute the work in accordance with IMAS, AMAS and USACE standards. Proof of employee qualifications shall be submitted to USACE prior to commencement of clearance.

**1.3** It is the Contractor's responsibility to be aware of the risk associated with encountering mines and UXO's and take all actions necessary to assure a safe work environment during the execution of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of and resulting from any Contractor action hereunder. Contractor will report all incidents immediately to the Contracting Officer Representative. Initial report will be by phone or email. A written report will follow.

**1.4** The contractor shall comply with all pertinent provisions of the most current version of USACE Safety and Health Requirements Manual, EM385-1-1, in effect on the date of the solicitation. The contractor shall prepare and submit an acceptable Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA) in accordance with Appendix A and Section 01.A.13 of the EM385-1-1 manual. Personnel that are knowledgeable in de-mining and UXO operations shall prepare the AHAs, APP's UXO Work and Safety Plan. An AHA and APP will be prepared for each definable feature of work required

under this contract. A UXO work and safety plan shall be submitted for review and accepted by the USACE before work begins with each task order.

**1.5** A temporary perimeter fence or equivalent means of denial will be installed to completely close off the work area at the site. The temporary fence or equivalent shall be a standard design in accordance with IMAS standards to deny unauthorized entry to the site while work is in progress. The contractor shall first clear the area required for the installation of the fence prior to starting the remainder of the site clearance. The contractor shall record the exact location of the fence line using Global Positioning System (GPS) coordinates to show all changes in alignment. The contractor shall remove the fence from the site after the site clearance is completed.

**1.6** The contractor shall use the AMAS system of marking to distinguish between hazardous and cleared areas during the clearance operations. The contractor will submit the dimensions of the areas cleared and a copy of the clearance certificate to the UNMACCA for database entry and quality assurance stamping. The contractor will then ensure submittal of clearance report copies to the Afghanistan Mine Action Authority; clearance reports will be entered into the national database at the completion of the Task Order. The final original copy of the stamped clearance report will be included in the clearance package and given to the USACE Contracting Officers Representative or his designee.

**1.7** Daily internal quality control checks must be documented and reports made available to USACE upon request. The contractor shall record by type all mines and UXO's found during the clearance operations. All mines, sub-munitions (cluster munitions) will have detailed locations found (GPS Points). A detailed site map showing the clearance progress shall be updated daily during the progress of work. All explosive ordnance found during the clearance operations shall be stored and disposed of in accordance with IMAS and AMAS standards. All scrap metal debris found during clearance operations are the responsibility of the contractor to remove and dispose of offsite.

**1.8** Areas within a one-kilometer radius of Herat, Shindand Air Fields and Kandahar Air Field, as well as former/existing military bases or installations, shall be considered to be heavily contaminated areas of UXO/Mines and construction debris and shall be weighted differently than other clearance areas in the country.

**1.9 Site Survey Report:** Contractor will perform a technical survey of the site to include historical and topographical information, site map, photos, technical investigation, conclusions, and proposed clearance recommendations. The report shall be comprehensive and submitted as a written report complete with drawings and exhibits. The contractor's Site Survey Report must be prepared and certified by an individual with Level I, EOD qualification or equivalent. The Report shall be coordinated with the UNMACCA and USACE prior to commencement of the clearance operations. Remote site location clearance is defined as a site located over 20 kilometers from the closest International Security Assistance Force (ISAF)/Afghan National Security Forces (ANSF) base for each location.

**1.10 Battle Area Clearance (BAC):** This includes the systematic and controlled clearance of hazardous areas where the threat is known not to contain mines. The contractor will perform 100% surface clearance and subsurface clearance for UXO to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. If during BAC operations an emplaced minefield/mine line is discovered, the contractor shall promptly, before the condition is disturbed, stop work, and notify the UNMACCA and USACE's Contracting Officer's Representative (COR). If an emplaced minefield/mine

line is found during BAC, operations may be considered of differing site condition and the requirements of FAR 52.236-2 shall apply. When an emplaced minefield/mine line is encountered at the site, the clearance operation will change from BAC to the higher de-mining standard and CLIN for the remaining area to be cleared, and the differing site condition shall be addressed as a contract modification. Remote site location clearance is defined as a site located over 20 kilometers from the closest ISAF/ANSF location.

**1.11 Demining:** This includes the systematic and controlled clearance of UXO and mine hazards. The contractor will perform 100% surface clearance and subsurface clearance to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. All activities shall be conducted in accordance with the IMAS and AMAS. Minefield /mine line co-ordinates will be documented and reported to the Contracting Officers Representative (COR) and the UNMACCA to input into Geographic Information Services (GIS) database. Remote site location clearance is defined as a site located over 20 kilometers from the closest ISAF/ANSF location.

**1.12 Certificate of Clearance:** The contractor shall provide USACE a letter indicating that the site is clear of mines and UXO and is available for construction operations to proceed. A clearance certificate copy will be sent to the USACE COR immediately following completion of work and the original will be sent to the UNMACCA for approval and certification stamping, then sent to the USACE COR or representative for data base entry. Although under IMAS and AMAS standards 13 centimeters is the minimum depth of clearance required; all current USACE contracts will be certified clear of UXO/Mine to a depth of 1 meter unless otherwise specified. Any UXO/Mines subsequently found at 1 meter or less in depth after the completion certification is issued and site construction has begun will be disposed of by the contractor at no cost to the government, unless it is proven that the item was placed by a third party with malicious intent after the fact.

**1.13 EOD:** For areas that do not require Demining or Battle Area Clearance, the contractor shall be able to provide, onsite throughout the country of Afghanistan, a qualified person who at a minimum holds a current EOD level 2 certification according to the IMAS. If the area does not pose a sufficient threat or hazard to constitute Demining or BAC operations, then the contractor may be tasked to provide this EOD services. For this tasking, the contractor will provide an onsite consultant or spotter during the hours of any operation. The contractor will also be responsible for providing a site leader, a trained field medic or physician, as well as one driver with vehicle. Any Munitions of Explosive Concern (MEC) that is discovered will be recorded and then destroyed in accordance with AMAS and IMAS standards. This work will be done on construction projects, surveying and mapping, and for digging. The contractor will refer to that site specific PWS for a detail description of the area or areas to be worked.

**1.14 Additional Security Teams for Remote or Hostile Areas:** This section will be used for the addition of extra teams of Security. If the area to be cleared is in extreme remote locations (over 20 kilometers from the closest ISAF location), where overnight operations are required and the need for additional security is required, the contractor will be required to allocate the necessary teams for this location. If an area is to be considered hostile in such a way that the hostilities exceed the normal conditions of a contingency environment, then additional teams maybe added. Examples of hostilities that exceed normal wartime conditions would be kidnapping of civilian personnel with the intent to kill or use for profit or bargaining, burning of equipment used for Demining/ UXO clearing, and the setting of improvise explosive devices around the clearance site with the intent to do harm or disrupt clearance activities. If determined and agreed upon by the contractor and the USACE that these or anything in this nature is considered extreme hostile actions, then additional security team(s) may be used. A security team consists of two vehicles and a 10 member team of armed personnel. Additional teams of this matrixes maybe used or recommended by the contractor for the above situations. USACE will use the

most up to date military intelligence in order to check the validity of these requests. Once the level of additional teams has been agreed upon by the USACE, the contractor may configure and deploy teams as deemed necessary in accordance with the most current situation. Additional security teams will be negotiated as part of the task order or added through a contract modification after consultation and agreement with the USACE.

**1.15 Additional Mechanical Equipment for BAC or Demining Task:** This section allows the contractor during the course of work to add additional equipment as needed to complete on time if there is a change in site conditions different from the original proposal. If or at any time during the task order a differing on-site condition is found that requires the use of more equipment than what is currently on-site, then the line item will allow for multiple equipment assets to be added to the task in order to assist in clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification. The COR or designated representative will physically view the area or specific situation before any contract modifications are issued, unless there are security restrictions in place.

## ADDITIONAL INSTRUCTIONS

### PART 1 GENERAL

#### 1.1 PRECONSTRUCTION CONFERENCE

##### 1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing and other aspects of this project that warrant clarification and understanding.

##### 1.1.2 Meeting Minutes

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit same to the Contracting Officer for approval within three (3) work days. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

#### 1.2 NOT USED

#### 1.3 CONTRACTOR'S MOBILIZATION AREAS

##### 1.3.1 General

##### 1.3.1.1 Facilities within the Mobilization Site

All facilities within the Contractor's mobilization site shall be of substantial construction suitable for the local weather conditions. Housing, messing and sanitary facilities shall meet the requirements of the most current Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The Contractor shall provide all utilities required to make the site self-sufficient.

1.3.1.2. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. All trash shall be disposed of off base in accordance with Host Nation requirements. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers. Any dirt or soil which is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities, which are salvageable, shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

### 1.3.2 CONTRACTOR'S MOBILIZATION AREA (ON-SITE)

The Contractor will be permitted to use the area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. The Contractor may live on site, if specified in the task order for each individual project site, but shall provide all utilities required to make his living site self-sufficient. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable Host Government Laws and Regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.2.1 through 1.3.2.9 NOT USED.

#### 1.3.2.10 Protection and Maintenance of Traffic

During clearance operations the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the clearance period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and/or base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with Host Nation and/or base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads.

1.3.2.11 NOT USED

#### 1.3.2.12 Employee Parking

Contractor employees shall park vehicles in an area approved by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the Afghan military personnel on-site.

### 1.3.2.13 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the clearance and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

### 1.3.2.14 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by clearance 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 Contracting Officer.

## 1.3.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor shall provide, furnish, operate and maintain facilities for his operations and living facilities for his workers in an area approved by the Contracting Officer.

## 1.3.4 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating with the Host Government use of any existing roads as haul routes. Construction and routing of new haul roads, and/or upgrading of existing roads for the Contractor's use, is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his mobilization camp and haul routes.

## 1.4 NOT USED

## 1.5 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft and for the protection of personnel. The Contractor shall be responsible for physical security of all personnel, 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.

## 1.6 NOT USED

## 1.7 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

## 1.8 NOT USED

## 1.9 NOT USED

## 1.10 NOT USED

## 1.11 CONNECTIONS TO EXISTING UTILITIES

### 1.11.1 General

Any outage of any utility service shall be requested in writing at least fifteen (15) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost, due to the Contractor's failure to properly schedule an outage, shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

#### 1.11.1.1 NOT USED

#### 1.11.1.2 NOT USED

### 1.11.2 Existing Underground Utilities

The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

#### 1.11.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

#### 1.11.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

### 1.11.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

## 1.12 WATER (CONTRACTOR PROVIDED)

The Contractor shall provide and maintain water at his own expense for his use for construction and domestic consumption, and shall install and maintain necessary supply connections and piping for same,

but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

#### 1.13 NOT USED

#### 1.14 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

#### 1.15 NOT USED

#### 1.16 USE OF EXPLOSIVES

The Contractor shall make necessary arrangements as may be required by applicable codes, rules, regulations and laws and shall be responsible for compliance therewith for all phases of blasting operations. The Contractor shall record the use of all explosives used during blasting.

##### 1.16.1 Handling, Storage, and Use of Explosives

The handling, storage, and use of explosives shall be governed by the applicable provisions of the following: the "BLASTING" section of the Corps of Engineers Manuals EM 385-1-1, entitled Safety and Health Requirements Manual, a copy of which may be obtained from the Contracting Officer's Representative at the jobsite. The Contractor shall also use the IMAS (sec. 10.5) and AMAS (ch. 18) standard for handling, storage, and use of explosives.

##### 1.16.2 Blasting Permits

The Government assumes no liability for changes that may be imposed by the Afghanistan Government.

#### 1.17 NOT USED

#### 1.18 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, he shall submit an application to the Contracting Officer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and health Requirements Manual".

#### 1.19 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of Notice to

Proceed, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.20 Through 1.27 NOT USED

#### 1.28 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer's Representative at the jobsite or from the USACE Qalaa House Compound in Kabul, Afghanistan.

##### 1.28.1 Accident Prevention Program

Within fifteen (15) days after receipt of Notice to Proceed, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer or his authorized representative. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following:

TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.28.2 NOT USED

1.28.3 NOT USED

#### 1.29 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, toxic waste, or material hazardous to health

and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.30 Through 1.41 NOT USED

1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.42.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984. The listing below defines the anticipated unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining weather time evaluations. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract period, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

#### UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January – 9

February – 9

March – 14

April – 18

May – 15

June – 3

July – 5

August – 3

September – 3

October – 4

November – 5

December – 7

1.42.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's work day and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984.

1.43 Through 1.52 NOT USED

1.53 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The Police Security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the Police Security Offices. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the site are subject to a thorough search upon entering, departing, or at any time deemed necessary by the Police Security Personnel. The Contractor shall be responsible for compliance with all the Police security requirements.

The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the Police Security Office. The Contractor shall work through the Contracting Officer to ensure that the Police Security Regulations are followed.

#### 1.53.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

#### 1.53.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

#### 1.53.3 Security Plan

The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days after Notice to Proceed, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. 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.

#### 1.54 NOT USED

#### 1.55 NOT USED

#### 1.56 ON-SITE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

## 1.57 PUBLIC RELEASE OF INFORMATION

### 1.57.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

### 1.57.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

## 1.58 Through 1.65 NOT USED

## 1.66 ATTACHMENTS

No attachments.

## **OTHER REQUIREMENTS**

### A. MULTIPLE-AWARD TASK ORDER CONTRACT (MATOC)

a. This contract is a Multiple-Award Task Order Contract (MATOC). All work shall be performed through issuance of task orders. The contractor shall perform no work under this contract unless the Government has issued a written task order signed by the Contracting Officer. The contractor shall complete all work described in the Performance Work Statement (PWS) for each task order within the performance period of each task order. A USACE Contracting Officer assigned to the Afghanistan Engineer South (AES) is the only person authorized to issue task orders against this contract. All task orders will be in writing. The Contracting Officer may issue task orders by hard copy, by facsimile copy or by electronic copy (pdf).

b. Each task order will be issued on a firm-fixed-price basis using the unit costs in the basic contract (Bid Schedule, Section B). The Government will provide a PWS for each task order, the contractor shall furnish a detailed proposal to the Government based upon the PWS; and Government will issue the task order. Each task order will be awarded on lowest price.

c. The AES intends to award up to three contracts. The total estimated price (contract capacity) will not exceed \$49,950,000.00 for the contract. The minimum guaranteed amount is \$10,000.00 for the life of this contract.

d. Depending upon funds availability, funds obligations, the workload for each contract period, and other considerations at the discretion of AES, the total contract performance period could be less than three (3) calendar years. The total period of contract performance, to include the base contract period and any/all option periods, shall not exceed three (3) calendar years or the total estimated contract price, whichever comes first.

### B. REQUIRED INSURANCE

(a) The Contractor shall procure and maintain, during the entire period of each task order performance, the insurance required by the General Provisions of this contract entitled Workmen's Compensation Insurance (Defense Base Act) and Workmen's Compensation and War Hazard Insurance

Overseas. A blanket waiver of the provision of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

- (1) Bahrain
- (2) Egypt
- (3) Kuwait
- (4) Morocco
- (5) Oman
- (6) Saudi Arabia
- (7) Sudan
- (8) Botswana
- (9) Qatar

The waiver does not apply to any employees who are

- (1) Hired in the United States by any contractor or subcontractor;
- (2) Residents of the United States; or
- (3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

#### C. CONFLICTS

Any conflicts detected in any of the information furnished, shall be brought to the attention of the AED Program Manager for resolution before proceeding with the work.

#### D. USE/RELEASE OF INFORMATION

The information developed, gathered, assembled and reproduced by the contractor, subcontractors or their associates in fulfillment of the contract requirements as defined or related to the PWS will become the complete property of the government and will, therefore, not be used by the contractor for any other purpose at any time without the written consent of the Contracting Officer.

#### E. OTHER WORK

The Contractor shall fully cooperate with other Contractors, Utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

#### F. CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor will all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

#### G. DUTIES, TAXES, AND LICENSE FEES

a. All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from taxes, duties, and license fees under the terms of the Agreement between the Government of the United States and the Host Government. The Contractor warrants his price for this contract is exclusive of any such charges.

b. If after the date of this contract and except for the provisions of paragraph "c.", below, the Contractor is required by the Host Government to pay any such taxes, duties, or license fees (paid directly to the Host Country), on materials, equipment, and supplies for use and/or incorporation into this project, he shall notify the Contracting Officer in writing. Upon satisfactory proof of the payment of such duties, taxes, or license fees, the Contractor will be reimbursed for the amount of payment therefore.

c. Contractor-owned or controlled material, equipment, and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and within the Host country taxes. No reimbursement will be made under this clause for such transactions.

d. The Contractor shall maintain an inventory control and accounting system adequate to reflect the usage and disposition of all contractor-owned property which has entered the country duty-free under this contract.

#### H. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is required of dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

#### I. PARTNERING

To execute this contract to the mutual benefit and satisfaction of the Government, the contractor, subcontractors, and the customer, the Government proposes to form a partnering relationship with the contractor. Partnering is defined in US Army Corps of Engineer Pamphlet Number 4, entitled PARTNERING IWR Pamphlet-91-ADR-P-4. Copies are available, upon request, from the Contracting Officer. This partnering relationship will highlight the strengths of the Parties involved in a bilateral commitment to produce a quality project that is done right the first time, the right way, for the right reasons, within budget, and completed on schedule to the customer's satisfaction. Partnering is voluntary. So, the government agrees that the contractor's participation is voluntary. If the contractor volunteers, the parties agree that all costs associated with effectuating this partnership shall be shared equally by the Government and the contractor. The contractor agrees that all costs incurred by the contractor establishing this partnership will not increase the contract price.

#### J. CONTRACTOR'S AIRCRAFT OPERATION

The United States Government does not guarantee the Contractor the right to operate aircraft in and out of AESs AOR. If the Contractor desires to operate aircraft in-country, in association with work under this contract, he will be responsible to obtain, interpret, and comply with all regulations, procedures, and laws of the specific country in AES's AOR, including all permits, operations and aircraft entrance requirements from the appropriate Government officials.

#### K. CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility in AES's AOR. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the Host Government of the specific country in AES's AOR.

**L. PAYMENTS TO THE CONTRACTOR**

All payments made by the Government to the contractor for work performed under this contract will be made in U. S. Dollars. The invoices will be processed through specific USACE Overseas Resident Offices and payment will be made by the specific Payment Office on each individual task order. Payment can be made electronically or by check.

--END OF SECTION--

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## Section G - Contract Administration Data

**JCC-I/A 952.232-0002, PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (OCT 2009)**

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

Alternate I (Oct 2009): As prescribed in 32.1106-200(b), substitute clause language as follows: This contract is awarded in Afghani (local currency). The contractor will receive payment in local currency. Payment by the U.S. Government may be made in any of the following formats (provided in order of preference):

- (1) Electronic Funds Transfer (EFT)
- (2) Check, drawn on a U.S. Government account in a local nation bank
- (3) Cash (Afghani), by exception and must be approved prior to contract/purchase order award by the PARC.

## Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**JCC-I/A CLAUSE 952.201-0001, OMBUDSMAN (AUG 2009)**

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

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

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

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

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

**JCC-I/A CLAUSE 952.225-0001, ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)**

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

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;  
DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

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

The specific location where the PSC will operate;  
The persons and/or property that require protection;  
The anticipated threat;  
The required weapon types; and  
The reason current security/police forces are inadequate.

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

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

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and  
Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

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

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

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

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

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

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

How the contractor will coordinate transportation with appropriate military authorities.

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

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

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

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

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

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein)

governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

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

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

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

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

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

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

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

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

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

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

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

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

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

#### **JCC-I/A CLAUSE 952.225-0002 , ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)**

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: [mncic3conoc@iraq.centcom.mil](mailto:mncic3conoc@iraq.centcom.mil); DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information

that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

**JCC-I/A CLAUSE 952.225-0003, FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)**

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

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

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

in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

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

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

**JCC-I/A CLAUSE 952.225-0004, COMPLIANCE WITH LAWS AND REGULATIONS  
(MAR 2009)**

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

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

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

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code

of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

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

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

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

#### **JCC-I/A CLAUSE 952.225-0009, MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)**

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

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

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

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

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

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

(a) At least the first inoculation in the Hepatitis —A|| series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis —A|| vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

**JCC-I/A CLAUSE 952.225-0010, CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)**

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, —crime|| is defined as: —a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties.|| Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

### **JCC-I/A CLAUSE 952.225-0011, GOVERNMENT FURNISHED CONTRACTOR SUPPORT (APR 2009)**

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

#### U.S. Citizens Accompanying the Force

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

#### Third-Country National (TCN) Employees

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

#### Local National (LN) Employees

<input type="checkbox"/> APO/FPO	<input type="checkbox"/> DoD Essential	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Primary Care

<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> Transportation
<input type="checkbox"/> DFAC	<input type="checkbox"/> Military Exchange	

**JCC-I/A CLAUSE 952.228-0001, WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (MAR 2009)**

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

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

Services	\$4.00 per \$100 of employee remuneration
Construction	\$7.50 per \$100 of employee remuneration
Security	\$12.50 per \$100 of employee remuneration
Aviation	\$20.00 per \$100 of employee remuneration

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

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

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

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

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

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

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

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

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

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

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

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

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

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

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

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

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUL 2009
252.225-7041	Correspondence in English	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by **no later than 15 days prior to submission of the first request for payment**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, Kandahar, Afghanistan, APO, AE 09355.**

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

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acquisition.gov/comp/far/index.html>

<http://www.arnet.gov/far>

(End of clause)

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

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

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **Combined Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul, Afghanistan.**

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS**ATTACHMENT A: Past Performance Questionnaire****Past Performance Questionnaire**

<b>Contractor Name:</b>	
<b>Project Title:</b>	UXO / Demining Clearance, Afghanistan
<b>Contract Number/Location:</b>	Not Provided
<b>Period of Performance:</b>	Contract award                      Contract Completion
<b>Approximate Dollar Value:</b>	\$
<b>Name of Client Evaluator</b>	John Cominotto
<b>Contract Information</b>	John.a.cominotto2@usace.army.mil

1. Overall, how would you rate the quality of work provided?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
2. Overall, how would you rate the timeliness of the work performed?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
3. How would you rate the cost effectiveness at of work performed?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
4. How would you rate performance providing a safe working environment?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
5. How would you rate overall cooperation of the contractor?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
6. How would you rate overall commitment to customer satisfaction?
 

<input type="radio"/> Outstanding	<input type="radio"/> Marginal
<input type="radio"/> Good	<input type="radio"/> Unacceptable
<input type="radio"/> Satisfactory	
  
7. If you had the opportunity would you hire this contractor again?
 

<input type="radio"/> Yes	<input type="radio"/> No
---------------------------	--------------------------
  
8. **Additional Comments** (Please continue on a separate page if necessary):

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-5	Certification Regarding Responsibility Matters	DEC 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003

## Section L - Instructions, Conditions and Notices to Bidders

INSTRC/CONDITIONS/NOTICES**PROPOSAL PREPARATION  
PART 1 – GENERAL**

**A. PROPOSAL PREPARATION.** Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original and 2 copies of the Volume I Technical-Management and one original and one copy of Volume II Cost/Price proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation.

The original and each copy of Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror, the offeror's DUNS number, and the project. The second sheet shall be a table of contents. The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" sheets, in Times New Roman 12-Point; this page limit does not include the cover sheet and table of contents. Do not submit any extraneous materials with the proposal like the solicitation and any issued amendments.

**B. PROPOSAL EVALUATION & AWARD:**

**B.1** Proposals will be evaluated considering the following five evaluation factors: **NON-PRICE TECHNICAL FACTORS:** *Factor 1: past performance; Factor 2: demining and UXO remediation experience; Factor 3: project management; Factor 4: personnel and equipment resources.* **PRICE FACTOR:** *Factor 5: price.* The award(s) will be made to the offeror(s) whose proposal(s) represent the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offer or other than the highest rated offer.

**B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION.** The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

**Factor 1 - Past Performance:**

For the projects listed under Factor 2, Experience, provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information
- List the problems encountered and the corrective actions taken
- List of change orders and circumstances associated with them
- Project time duration beyond the original performance period and reasons for increase in schedule duration
- Project cost in dollars beyond the original contract amount and reasons for increase in cost.
- Safety record and accident reports
- Offeror is required to have the attached Past Performance Questionnaire filled out by the Contracting Officer and the Contracting Officer Representative for at least two of the submitted projects for Past Performance and Experience. The offeror may receive an unfavorable rating if

the Past Performance Questionnaires are not received by the time proposals are due. Have all Past Performance Questionnaires sent to [john.m.perez@usace.army.mil](mailto:john.m.perez@usace.army.mil).

The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project.

**Factor 2- Demining and UXO Remediation Experience:** Demonstrate the experience of the team, including sub-contractors, on projects equivalent to the UXO/Demining Investigation and Removal project in a combat environment as described in this RFP. Provide a list of at least four (4) and no more than five (5) similar and relevant projects underway or completed in the last four years that best demonstrates past experience. The list of projects shall include the following information:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress) and discussion of concurrent work at multiple job sites.
- Project cost (survey, investigation, removals, report of clearance)
- Equipment used for the project
- Explain type of work performed (BAC, Demining Clearance, Surface Only Clearance)
- Brief explanation that illustrates the capabilities of the contractor or joint-venture and relevant job experiences.

**Factor 3 – Project Management Plan:** The Project Management Plan shall include the following:

- Procedures used to manage the clearance process. Include a discussion of management of concurrent work at multiple job sites.
- Provide an organization chart and team responsibilities.
- Quality control and safety management processes.
- Process to control cost and schedule growth.
- Interaction process with the Corps of Engineers and the roles that the team members will have in dealing with significant issues.
- Logistics Management – procedures for ordering and timely delivery of construction supplies.
- Include a plan to support concurrent construction at multiple sites.

Do NOT provide biographical information (resumes or experience of proposed personnel) in this section. Page limit for Factor 3 is fifteen pages.

**Factor 4 – Personnel and Equipment Resources Plan:** Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in UXO/Demining on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances; they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **eight** years of professional experience. All personnel accept for the Operations Manager will be certified for UXO/Demining work in accordance with Department of Defense Explosive Safety Board, Technical Paper 18 (DDESB TP18) to perform in the listed positions below.

- Operations Manager

- UXO Site Supervisor
- UXO Quality Control Manager
- UXO Safety Officer
- Level III EOD Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- 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
- Active registration, year first registered
- DDESB TP 18 certified qualifications
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

Provide equipment resources to be utilized for this project (i.e. offices, shops, warehouses, machinery, construction tools, vehicles, loaders, etc.) and other resources (i.e. cooperating companies supplying materials and/or services)

### **B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION**

**Proposal Schedule.** Offeror's shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section B herein. Overhead and profit and all other costs associated with the execution of this project shall be applied proportionally to each category and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

**Cost/Price Supporting Information.** In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project.

### **B.4 CLARIFICATIONS AND PROPOSAL REVISION:**

**Clarifications Prior to Proposal Due Date:** In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment, which will be disseminated online to all interested offeror's.

**Initial Offer:** The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

--END OF SECTION--

## **INSTRUCTIONS TO OFFERORS**

## 1. INQUIRIES

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by e-mail to:

**John M. Perez**

E-MAIL ADDRESS: [john.m.perez@usace.army.mil](mailto:john.m.perez@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.

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: **Demining**

Solicitation No: W5J9LE-10-R-0004

Closing Date: 5 January 2010

**Closing Time:** Proposals must be received at the gate ECP-3, Kandahar Air Field, Kandahar, Afghanistan between 09:00 to 11:00 a.m. Afghanistan Time on 5 January 2010

**OR**

to the U.S. Corps of Engineer Compound (USACE) Contracting Office 720 KAF Road Kandahar Air Field across from the bazaar by no later than 5 p.m. Afghanistan Time 5 January 2010.

ADDRESS PACKAGES TO: John M. Perez  
USACE-AES  
APO-AE 09355

## 3. PREPROPOSAL CONFERENCE / SITE VISIT

No organized Pre-Proposal Conferences/Site-Visit is set for this acquisition at this time. If an organized Pre-Proposal Conference/Site-Visit is scheduled, it will be announced by Solicitation Amendment.

**IMPORTANT NOTES.** (1) Remarks and explanations addressed during the conference or site visit 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. TELEGRAPHIC OFFERS - - TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.**

However, offers may be withdrawn by written or telegraphic notice. Any telegram 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. A telegraphic withdrawal of an offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the RFP for receipt of offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the RFP, and shall sign the envelope. The offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

#### **5. FACSIMILE OFFERS**

Facsimile offers, modifications thereto, or cancellations of offers will not be accepted.

Facsimile and email responses to acknowledge Solicitation Amendments are not allowed. Only hard copy acknowledgements of amendments are permitted.

#### CLAUSES INCORPORATED BY REFERENCE

52.215-1                    Instructions to Offerors--Competitive Acquisition                    JAN 2004

#### CLAUSES INCORPORATED BY FULL TEXT

52.252-1    SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acquisition.gov/comp/far/index.html>

<http://www.arnet.gov/far>

(End of provision)

## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**PROPOSAL EVALUATION AND CONTRACT AWARD  
PART 1 – GENERAL**

**A. BASIS FOR AWARD.** The Government intends to make up to three awards for completion of the subject project. The best qualified or highest rated offeror(s) whose proposal(s) represent the best overall value to the Government will receive the awards to perform work in the following Regions:

**Southern Region:**

Daykundi  
Helmand  
Kandahar  
Nimroz  
Uruzgan  
Zabul

**Western Region:**

Badghis  
Farah  
Ghor  
Herat

All work shall be performed through issuance of task orders. The contractor shall perform no work under this contract unless the Government has issued a written task order signed by the Contracting Officer. The contractor shall complete all work described in the Performance Work Statement (PWS) for each task order within the performance period of each task order. All task orders will be in writing. The Contracting Officer may issue task orders by hard copy, by facsimile copy or by electronic copy (pdf). Each task order will be issued on a firm-fixed-price basis using the unit costs in the basic contract (Bid Schedule, Section B); each task order will be awarded on lowest price.

**B. PROPOSAL EVALUATION.**

B.1 Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel and possibly a customer representative. The identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

B.2 Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

B2.1 Deficiencies. A **deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract

performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

B2.2 Strengths. A **strength** is an aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.

B2.3 Weaknesses. A **weakness** is a flaw in the proposal that increases the risk of unsuccessful contract performance. A **“significant weakness”** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

B2.4 Mandatory Requirements/Omissions. The technical proposal contains certain mandatory or minimum requirements. Use of words in the evaluation criteria such as *“will,” “shall”* or *“must”* indicates a mandatory requirement. Failure to satisfy any mandatory or minimum requirement will result in a determination that an offer is *unsatisfactory*.

## **1. VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIA.**

### **1.1 Content**

**1.1.1 Factor 1 – Past Evaluations/Performance.** Past performance may be evaluated by contacting references for indications of customer satisfaction and review of performance evaluations or other information provided by the offeror or obtained by the Government. Offerors not submitting Past Performance Questionnaire forms who have past performance may be rated unfavorably. The evaluators will consider the relevance and recentness of the past performance information, as well as the success achieved on past projects to determine the rating. Proposals with the most convincing evidence will receive the highest ratings. In the event that an offeror does not have a record of past performance, shall be provided. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

**1.1.2 Factor 2 – Demining and UXO Clearance Experience.** The Government will evaluate the experience of the contractor and the proposed team, including subcontractors, on projects similar to that described in this RFP which use the UXO/Demining investigation and removal processes, such as Battle Area Clearance, Surface Clearance and Demining. A contractor will receive a higher rating if they demonstrate experience and successful past performance on projects listed in Factor 1, with at least four (4) similar relevant large-scale (over 500,000 square meters) demining projects in a combat environment; experience with working multiple sites; experience with multiple onsite pieces of armored mechanical equipment, such as armored front-end loaders, excavators, and mechanized armored rolling capability with detonation trailers; experience with mine labs detectors, broad loop detectors, and hand-held magnetometers for sub-surface detection, with capability of detection down to one meter depth or more for debris laden sites; and compliance with International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), and US Department of Defense, and US Army Corps of Engineers standards, including the Corps of Engineers Safety and Occupational Health Manual, EM 385-1-1,. The contractor should demonstrate past performance ability to perform UXO/Demining investigation and removal at multiple sites in the same theater operating conditions as Afghanistan.

### **1.1.3 Factor 3 – Project Management Plan.**

The Government will evaluate and rate the project management plan, including the team structure and

responsibilities of team members; the management approach for the clearance process, including effective coordination between UXO/Demining teams and security personnel; the quality control process; and the level of clearance proposed for sites. The Government will evaluate the offeror's plan to control quality throughout the investigation and removal phases of the project and the ability to minimize time growth due to changes, unforeseen circumstances and delays. Proposals with the most convincing evidence will receive the highest ratings.

The Government will evaluate issue resolution processes, and the offeror's commitment to control cost growth by maintaining the project budget during investigation and removal; reviewing cost control systems and procedures; developing cost savings proposals; developing plans to minimize cost overruns; and planning to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offeror's commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with site condition changes, resolving potential delays, attending progress meetings and facilitating contract completion and closeout. Proposals with the most convincing evidence will receive the highest ratings. Offerors which deviate from RFP specifications or requirements will be considered unfavorable.

#### **1.1.4 Factor 4 – Personnel and Equipment Resources.**

**Personnel.** The Government will evaluate the qualifications and experience of the proposed project key personnel and the commitment to participate in this project. Contractor personnel shall also have in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete simultaneous multiple Task Orders in accordance with IMAS, AMAS and DoD standards. Contractors with similar resources will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings. The contractor's utilization of Afghan personnel will also be evaluated.

The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. Proposals with the most convincing evidence will receive the highest ratings.

The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to evaluation factors.

**Equipment Resources-** The Government shall evaluate the adequacy of the offeror's equipment resources to determine successful project completion of simultaneous multiple task orders.

**1.2 Format.** Proposal will be evaluated based on adherence to format requirements of Section L, Proposal Preparation.

**2. VOLUME II - COST/PRICE PROPOSAL EVALUATION.** A price analysis will be conducted. The price shall be included as a specific evaluation criterion in every source selection; however, price will not be scored. Review of contractor price data will consist of analysis to determine that prices are fair and reasonable. The Government will evaluate the *completeness and reasonableness* of each offeror's proposal using the cost or pricing information as well as the accompanying *written descriptions* pertaining to *methods, techniques, and approaches* that offerors provide with their price proposals. *Completeness* will be determined by comparing the items contained within an offeror's price proposal with the Government's estimate. *Reasonableness* will be determined by comparison of an offeror's

proposed prices against each other and the Government's estimate. Since the Government's evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for an award because of unreasonable, unrealistic, incomplete, or inaccurate, price proposal information. Offerors are cautioned to make all accompanying written descriptions complete, clear and understandable. The Government will not be responsible for any misunderstandings of proposed prices.

## **C. METHOD OF PROPOSAL EVALUATION**

**C.1** Proposals will first be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

**C.2** In evaluating the proposals, the Government will consider the following five evaluation factors: *past performance, demining and UXO remediation experience, project management plan, personnel & equipment resource plan, and price*. The Government will evaluate the offerors' proposals in such a manner as to assign adjective ratings for the first four factors. The Government will not assign adjective ratings to the fifth factor or its associated subfactors but will evaluate whether the cost and pricing portions of the proposals are complete and reasonable.

**C.2.1** The four non-pricing factors: *past performance, demining and UXO remediation experience, project management plan, and personnel and equipment resource commitment*, will be evaluated on a best-value basis and are listed in descending order of importance. The four non-cost/pricing factors, taken as a group, are more important than price in the evaluation and selection process.

**C.2.2** In evaluating proposals and making the awards, the Government is more concerned with obtaining superior non-pricing features than with making awards at the lowest price.

**C.3** Mandatory requirements and non-mandatory requests for information: There are contained within the non-pricing factors to be rated certain mandatory or minimum requirements. Failure to satisfy any mandatory or minimum requirement will result in a determination that an offer is *unsatisfactory*. (Minor omissions or deficiencies with respect to mandatory requirements shall be noted as disadvantages in the evaluation process.) A final determination by the Government's Source Selection Authority (SSA) that an offer is *unsatisfactory* means that an award to the offeror involved without corrections first being made, cannot occur. Corrections are normally made only as a part of discussions. The Government makes no representation as to whether discussions will or will not be held. Any decision in regard to the matter of discussion will be at the sole discretion of the SSA. Use of words in the evaluation criteria such as "*will*," "*shall*" or "*must*" indicates a mandatory requirement. Failure to comply with non-pricing or pricing requirements that are annotated with words such as "*should*" or "*may*" might result in a lowering of an offeror's non-pricing ratings involved or may have significant effect upon an offeror's price evaluation, the precise nature of the circumstances involved being the determining factors.

**C.4** Conduct of discussions: Offerors are informed that the Government does not intend to conduct discussions as a part of the evaluation and selection process. However, the Government reserves the right to conduct discussions if it is determined by the Government's Source Selection Authority to be in the best interests of the Government to do so. Therefore, offerors are cautioned to provide all the information required and requested by the solicitation at the time of its initial proposal submission.

**C.5** Non-Pricing Evaluation Factors and Sub-factors: Any information that an offeror desires to be considered in the non pricing evaluation of a given factor must be included within the distinct sections of

the offeror's non pricing presentation for that factor. Failure of an offeror to comply with this instruction may result in the information presented not being evaluated for the non-pricing factor that was intended by the offeror. This in turn might result in lower evaluation ratings being assigned, and a fewer number of strengths and more weaknesses being identified, which might also affect the selection process. Such failures as the result of an offeror not following this instruction will be the sole responsibility of the offeror and not that of the Government. All non-pricing evaluation criteria shall be evaluated using reasoned judgment that results in the assignment of adjective ratings (e.g., from high to low: *excellent*, *good*, *satisfactory*, *marginal*, or *unsatisfactory*). Proposals that are determined to be non-responsive (lacking in mandatory information) will be determined to be *unacceptable*. In addition, *risk* evaluations will be made based upon the adjective ratings of (*low risk*, *medium risk*, or *high risk*).

**C.5.1** Offerors are cautioned to explicitly explain which of its offices will be responsible for the various areas of interest to the Government that is addressed in the subfactors described below. Failure to explicitly describe how these areas of interest will be accomplished, and by whom, in the offeror's organization may result in lower ratings or additional *weaknesses* and *associated risks*.

**C.5.2** Offerors that are joint ventures or partnerships should clearly describe the separate roles to be performed by the participants in those joint ventures or partnerships regarding the *technical capabilities*. Offerors that have major subcontractors should be clearly identified so that the subcontractors are clearly made known to the Government at the time proposals are submitted. The Government considers so-called "*teaming arrangements*" as being similar to prime-subcontractor arrangements. If a participant in a *teaming arrangement* is not to be a signatory to the contract with the Government then the Government considers that non-signatory participant as a subcontractor to the prime contractor offeror. In such a case, the Government will conduct its evaluation accordingly

**C.6** The Government may reject any or all proposals and waive minor irregularities in proposals.

**D. SELECTION and AWARD.** Award will be made to the offeror that, in the judgment of the Contracting Officer, is the Best Value to the US Government, price and other factors considered.

--END OF SECTION--